

AGREEMENT FOR PROFESSIONAL ARCHITECTURE AND RELATED SERVICES  
BY AND BETWEEN  
THE JACKSON MUNICIPAL AIRPORT AUTHORITY  
AND  
CONSULTANT ARCHITECT

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

RECITALS:

- A. JMAA operates the Jackson-Medgar Wiley Evers International Airport, a commercial service airport located in the City of Jackson, Rankin County, Mississippi ("JAN"), and Hawkins Field General Aviation Airport, a general aviation airport located in the City of Jackson, Hinds County, Mississippi ("HKS" and, together with JAN, the "Airports").
- B. JMAA has heretofore issued a Request for Qualifications ("RFQ") for support with Project Management Services (as further described in the Agreement as the "Services") and, based on the Statement of Qualifications submitted by Consultant in response to the RFQ, has selected Consultant to provide professional architecture, engineering, planning, and related consulting services.
- C. JMAA and Consultant desire to enter into this Agreement setting forth their understandings and agreements with respect to the Services.

AGREEMENT:

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

1. DEFINITIONS

- 1.1. Defined Terms. For purposes of this Agreement, the following terms have the following meanings:
  - 1.1.1. Additional Services means any Services which are not within the Scope of Services, but which JMAA authorizes Consultant to perform pursuant to a Service Modification.
  - 1.1.2. Agreement means this Agreement for Project Management Support Services, together with all amendments, modifications, supplements and Service Modifications to this Agreement.
  - 1.1.3. Airport means, collectively, HKS and JAN.
  - 1.1.4. Construction Documents means documents for construction of projects including,

without limitation, contracts between JMAA and Contractors, all construction plans, specifications and drawings, any general or supplementary conditions of contracts, together with any change orders or other modifications to any of the foregoing.

- 1.1.5. Consultant means \_\_\_\_\_, a \_\_\_\_\_.
- 1.1.6. Contractor means general contractor(s) for projects.
- 1.1.7. DBE means Disadvantaged Business Enterprise, as such term is used in 49 CFR Part 26.
- 1.1.8. FAA means the Federal Aviation Administration, an operating administration of the USDOT.
- 1.1.9. HKS means Hawkins Field General Aviation Airport, a general aviation airport located in the City of Jackson, Hinds County, Mississippi, operated by JMAA.
- 1.1.10. JAN means Jackson-Medgar Wiley Evers International Airport, a commercial service airport located in the City of Jackson, Rankin County, Mississippi, operated by JMAA.
- 1.1.11. JMAA means the Jackson Municipal Airport Authority, a municipal airport authority organized and existing under the Mississippi Airport Authorities Law (MISS. CODE ANN. § 6 1 -3-1, et seq.).
- 1.1.12. Key Personnel means the personnel of Consultant identified on Attachment \_\_\_\_\_ which Consultant has designated to JMAA as being essential to the performance of the Service.
- 1.1.13. Notice to Proceed means the written notice to Contractors to commence performance of the work described in Construction Documents.
- 1.1.14. Opinion of Probable Project Cost means Consultant's professional opinion of the probable cost of construction and installation of projects, including all costs and expenses to JMAA.
- 1.1.15. Payment means any payment made by JMAA to Consultant for some or all of the Services, whether a progress payment, final payment, payment for Additional Services, Lump Sum payment or other payment.
- 1.1.16. Project Manager for Consultant means the principal employee of Consultant responsible for supervision and coordination of the Services on behalf of Consultant. The initial Project Manager for Consultant is \_\_\_\_\_. Consultant will notify JMAA in writing of any change in the Project Manager for Consultant.
- 1.1.17. Services Manager for JMAA means the JMAA employee responsible for supervision and coordination of the Services on behalf of JMAA. The Services Manager for JMAA is \_\_\_\_\_, JMAA's \_\_\_\_\_. JMAA will notify Consultant in writing of any change in the Services Manager for JMAA.

- 1.1.18. Reimbursable Expenses means the actual and reasonable costs of all expenses incurred by Consultant in performing the Services under this Agreement, including (i) the costs of transportation, lodging and subsistence related to site visits contemplated by the Scope of Services as requested by JMAA and (ii) costs for photography, printing, copying, long-distance telephone charges, facsimile, mail courier services, project materials and report production/duplication authorized by JMAA.
- 1.1.19. Scope of Services means architectural services.
- 1.1.20. Security Regulations means any security plans or regulations relating to JAN/HKS including, without limitation, JMAA's Security Plan for JAN/HKS.
- 1.1.21. Service Modification means a written order to Consultant executed by JMAA directing an increase, decrease or change in the Scope of Services to be performed by Consultant under this Agreement or authorizing the performance of any Additional Services
- 1.1.22. Services means the architectural design, construction review project management, and related services to be provided by Consultant under this Agreement.
- 1.1.23. Sub-Consultant means any person or entity with whom or which Consultant enters into an agreement to perform any part of the Services, but does not include any member, partner, principal or employee of Consultant.
- 1.1.24. TSA means the Transportation Security Administration, an operating administration of the United States Department of Homeland Security.
- 1.1.25. US DOT means the United States Department of Transportation.
- 1.2. Conventions. The following conventions, unless the context requires otherwise, apply where used in this Agreement:
- 1.2.1. The words "hereof," "herewith," "hereunder," and words of similar meaning refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 1.2.2. Where the context requires, the use of singular numbers or pronouns includes the plural and vice versa, and the use of pronouns of any gender includes any other gender.

## 2. GENERAL PROVISIONS RELATING TO THE SERVICES

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

- 2.3. Coordination. Consultant shall coordinate the Services with the work and requirements and with the efforts of all other professionals performing services or work with respect to projects, whether such professionals are engaged or retained by JMAA, by Consultant or by others. JMAA's Services Manager will identify in writing any additional projects with which Consultant must coordinate the Services.
- 2.4. Progress of Services. The Services shall be performed by Consultant as expeditiously as is consistent with requisite professional skill and care and the orderly progress of the projects in accordance with the project schedules. Consultant understands and expressly acknowledges that the Services may only be a component of the projects and will be relied upon by JMAA and others as to both quality and timing. The project schedules may be adjusted as the projects proceed (but only with JMAA's prior approval). Consultant shall not exceed time limits established by the project schedules once approved by JMAA. Provided, Consultant shall not be responsible for delays caused by persons or entities other than Consultant or not within the power or authority of Consultant (whether by contract or otherwise) to control.
- 2.5. Delays. Consultant shall immediately inform JMAA in writing of any situation which becomes known to Consultant potentially causing a delay in completing the Services in accordance with this Agreement or the projects in accordance with the project schedule. Consultant acknowledges that JMAA may sustain financial loss or other damages if the Services and/or the projects are delayed because Consultant fails to perform any part of the Services in accordance with this Agreement or the project schedules. Accordingly, JMAA may, but shall not be so required, to withhold payment to Consultant in the event Consultant fails to adhere to the project schedules.
- 2.6. Clarifications and Corrections to Services. Consultant shall promptly render to JMAA such interpretations, explanations and clarifications relating to the Services and the instruments and products of its Services as are necessary for the proper execution or progress of the projects. Consultant shall promptly, upon notice or discovery, make necessary revisions or corrections of errors, ambiguities or omissions in any of the Services or the products of any of the Services provided by Consultant or any Sub-Consultant, without additional compensation from JMAA.
- 2.7. Changes in Scope of Services. JMAA reserves the right to increase or decrease the Scope of Services performed by Consultant under this Agreement. In the event of any increase or decrease in the Scope of Services, an equitable adjustment shall be made in the compensation to Consultant under this Agreement.
- 2.7.1. Upon JMAA's request, Consultant shall submit to JMAA proposals for such increases or decreases which shall include cost adjustments for each such respective change. In the event JMAA and Consultant are unable to agree after negotiating in good faith the terms of any Service Modification, Consultant shall nonetheless comply with any Service Modification issued by JMAA, subject to reservation of Consultant's (and JMAA's) rights with respect to any adjustment in compensation under this Agreement.
- 2.7.2. Oral changes to this Agreement, including the Scope of Services, are not valid and are not enforceable.

- 2.8. Key Personnel. JMAA has selected Consultant to perform the Services based on, among other factors, the qualifications (as provided to JMAA by Consultant) of the Key Personnel to be assigned to the Project. Consultant agrees that it will not change or reassign Key Personnel including, without limitation, Consultant's Project Manager, without the prior, written approval of JMAA.
- 2.9. Additional Services.
- 2.9.1. Consultant shall not perform any Additional Services unless authorized in advance pursuant to a Service Modification executed by JMAA.
- 2.9.2. Consultant shall have no claim or entitlement to payment for Additional Services or for any additional compensation unless, prior to performance, Consultant receives in written a Service Modification, executed by JMAA, for the Additional Services.

### 3. SCOPE OF SERVICES

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

### 4. COMPENSATION AND PAYMENTS

- 4.1. JMAA shall pay Consultant on an hourly basis for the Services in accordance with Attachment \_ to this Agreement and shall reimburse Consultant (at actual cost) for all Reimbursable Expenses incurred in the performance of the Services, Notwithstanding the foregoing, the maximum amount payable under this Agreement by JMAA is \$ [REDACTED]. For Additional Services, unless specified otherwise in the applicable Service Modification, JMAA shall pay Consultant on an hourly basis using the rates set forth for each classification of employee set forth in Attachment \_ to this Agreement.
- 4.2. Invoices. Consultant's invoices for the Services shall be in such form as JMAA may reasonably request and shall include, together with any other appropriate information, the following:
- 4.2.1. JMAA's contract number for the Agreement.
- 4.2.2. The maximum compensation available to Consultant under this Agreement including both fees and Reimbursable Expenses.
- 4.2.3. The amount of fees and reimbursable expenses previously paid to Consultant.
- 4.2.4. The amount requested under the invoice, specifying in detail the fees and reimbursable expenses requested.
- 4.2.5. A brief summary of the Services to which the fees and reimbursable expenses relate.

- 4.2.6. An itemization of any amounts payable to Sub-Consultants including, without limitation, amounts payable to DBE Sub-Consultants.
  - 4.2.7. Evidence of payment of all amounts due Sub-Consultants from the immediately preceding payment.
  - 4.2.8. The invoice shall be submitted by the 15th day of the month after completion of the Services to support payment within the net 45-day payment terms. Invoices should be submitted via email to [accountspayable@jmaa.com](mailto:accountspayable@jmaa.com) and via mail to 100 International Drive Suite 300, Jackson, MS 39298 Attn: Accounts Payable.
  - 4.2.9. Consultant will provide such other detail for each invoice as JMAA may reasonably request. JMAA reserves the right to require Consultant to use a form of invoice provided by JMAA. The period covered by each invoice shall be one calendar month ending on the 25th day of the month. Each invoice must be submitted to JMAA's Services Manager no later than the first Monday of the month following the month to which the invoice relates. If any invoice is not timely received by JMAA's Project Manager, JMAA may, at its sole discretion and without any obligation for payment of any interest under Paragraph 4.6, hold the invoice for payment in the following month.
- 4.3. Payment Not Acceptance of Defective Work. No Payment to the Consultant, including final payment, shall be construed as acceptance by JMAA of defective or incomplete Services, or as a waiver of any claims arising out of defective or incomplete Services, and Consultant shall remain responsible and liable for performance of the Services in strict compliance with this Agreement.
- 4.4. Acceptance of Payment Constitutes Waiver. Acceptance by Consultant of any Payment from or on behalf of JMAA shall constitute a waiver and release of any claim that Consultant may have against JMAA arising out of or relating to Services covered by the Payment. Acceptance of final payment by Consultant for the Services shall constitute a waiver and general release to JMAA of all claims that Consultant may have against JMAA arising out of or relating to the Services provided with respect to the Project.
- 4.5. Withholding of Payment. JMAA reserves the right to withhold payment of any amount to Consultant for Services which JMAA determines to be deficient or to protect JMAA from any potential loss or damage from Consultant's failure to comply with the terms of this Agreement. JMAA shall make payment of the amount withheld, after deduction of any damage or loss suffered by JMAA, upon removal or cure of the reason for withholding the payment.
- 4.6. Late Payment. Any payment not made by JMAA within forty-five (45) days of receipt of a proper invoice from Consultant for fees and expenses due and owing shall bear interest at the rate and in the manner prescribed in Miss. CODE ANN. § 31-7-305. Provided, no payment properly withheld by JMAA under Paragraph 4.2 01 for which JMAA has delivered reasonable basis for objection in writing to Consultant under Paragraph 4.5 shall bear interest.

## 5. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1. Representations, Warranties and Covenants of Consultant. Consultant represents,

warrants and covenants with JMAA as follows:

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

## 6. SUB-CONSULTANTS AND ASSIGNMENT

- 6.1. Prior Approval of Sub-Consultants. Consultant may enter into subcontracts with Sub-Consultants for Services to be performed by Consultant pursuant to this Agreement. Each Sub-Consultant shall be subject to the prior, written approval of JMAA, which approval shall not be arbitrarily withheld. Consultant shall have no right to additional compensation or other remedy based on the acceptance or rejection of any proposed Sub-Consultant. JMAA hereby approves the Sub-Consultants identified on Attachment \_ to provide the work or services described on Attachment \_.
- 6.1.1. For each Sub-Consultant for which Consultant is seeking approval from JMAA, Consultant shall submit a written request setting forth the name of the proposed Sub-Consultant, the proposed Sub-Consultant's proposed role in the Services, the

amount contemplated to be paid to the Sub-Consultant and, as applicable, any information necessary to qualify or certify the proposed Sub-Consultant as a DBE.

- 6.1.2. Consultant shall bind each and every Sub-Consultant to each of the terms and conditions of this Agreement, including, without limitation, the nondiscrimination, indemnification, insurance and non-assignment provisions of this Agreement.
- 6.1.3. Consultant shall verify that all Sub-Consultants and any other persons providing Services under this Agreement are properly qualified and licensed to provide such Services wherever performed and, in particular but not as a limitation, are properly qualified and licensed in compliance with the laws, codes, rules, regulation, directives, orders and requirements of the State of Mississippi.
- 6.2. No Assignment without JMAA Consent. Notwithstanding any other provision of this Agreement, Consultant shall not assign this Agreement, in whole or in part, to any other person or entity; without the prior, written consent of JMAA.
- 6.3. No Privity with JMAA. Nothing contained in this Agreement shall be construed to constitute any Sub-Consultant as the agent or employee of JMAA or shall be construed to create any privity between JMAA and any Sub-Consultant. Each Sub-Consultant shall be and remain the agent or independent contractor, as the case may be, of Consultant.

## 7. JMAA'S RESPONSIBILITY

- 7.1. JMAA shall provide such information as is reasonably available to JMAA in connection with the Project and shall cooperate with Consultant as is reasonably necessary for Consultant to perform the Services. JMAA shall furnish information required from it as expeditiously as reasonably practicable for the orderly progress of the Services and projects.

## 8. OWNERSHIP OF PRODUCT OF THE SERVICES

- 8.1. Ownership of Product or Services. The products of all Services, including all plans, designs, schematics, specifications, diagrams, reports or other items produced by or for Consultant shall be considered works made for hire and shall be and become the property of JMAA as performed or provided; however, Consultant shall retain ownership of all pre-existing intellectual property that may have been incorporated into the product(s) of any of the Services, to all of which Consultant hereby grants JMAA an irrevocable, perpetual license to use. At the conclusion or termination of the Project, copies of all documents, plans, specifications, diagrams, specially written software and other products of the Services shall be delivered to JMAA clearly marked and identified. Consultant shall have the right to re-use (subject to any applicable security requirements) any product(s) of the Services and shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software and other proprietary information. JMAA may use such items as it determines, however, Consultant shall incur no liability for JMAA's use of such items other than in connection with the Project. Consultant shall not be liable for any claim arising out of any modification or unauthorized reuse of such items by JMAA or from any use by any third party acquiring such items from JMAA without the prior written consent of Consultant.



- 8.2. Materials Provided by JMAA. All materials provided to Consultant in connection with this Agreement shall be and remain the property of JMAA and shall be returned to JMAA upon the earliest of the completion of the project or termination of this Agreement.
- 8.3. Copyright. Any and all copyrightable material and all copyrights relating to or produced for or in connection with the Services, together with any and all copyright applications and copyrights disclosing printed, videotaped and other recorded material, shall be considered works made for hire and shall be and become the sole property of JMAA as prepared. Consultant shall secure its authorship of Works made for hire by its employees and any independent contractors and Sub-Consultants and shall assign all rights, title and interest in any such copyrights to JMAA. Consultant shall require all persons employed by it and acting as Sub-Consultants, presently or in the future, and, if necessary, any past employees or Sub-Consultants who have worked on any Project or assisted or provided any portion of the Services, to execute and deliver to JMAA an agreement to assign to JMAA any such copyrights and copyright applications covered by this Agreement or any Addendum prior to disclosing any information regarding any Project to such persons; and Consultant hereby assigns all of its right, title and interest in any such information and copyright applications to JMAA. The Consultant's obligation under this Paragraph shall include the obligation to testify on behalf of JMAA in any action or proceeding and to do all things necessary and proper for the perfection, preservation or defense of any such copyright. In furtherance hereof, Consultant will direct and supervise its personnel and any Sub-Consultants to keep all records and notes on all copyrightable material pertaining to the Services and the Project with the view, among other things, of facilitating proof of copyright ability, and will make such records and notes available to JMAA whenever reasonably requested or necessary.
- 8.4. Rights to Inventions. Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.
- 8.5. Record Drawings. All record drawings, final plans, schematics, and designs shall be delivered to JMAA in AutoCAD format or such other generally accepted format as JMAA may reasonably require. All other documents, information and reports shall be delivered to JMAA in such format as JMAA may reasonably specify.

## 9. ACCOUNTING RECORDS

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

## 10. GRATUITIES AND COMPENSATION FROM CONSULTANT

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

## 11. NON-DISCRIMINATION

- 11.1. Non-Discrimination. The Consultant agrees to comply with pertinent statutes, Executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
  - 11.1.1. This provision binds the Consultant and subtier consultants from solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- 11.2. During the performance of the Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:
  - 11.2.1. Compliance with Regulations. The Consultant shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  - 11.2.2. Nondiscrimination. The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Sub-Consultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - 11.2.3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a Sub-Consultant, including procurements of materials, or leases of equipment, each potential subcontractor supplier will be notified by Consultant of Consultant's obligations under this

Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- 11.2.4. Information and Reports. The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JMAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to JMAA or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 11.2.5. Sanctions for Noncompliance. In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, JMAA will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- (i) Withholding payments to the Consultant under the Agreement until Consultant complies, and/or
  - (ii) Cancelling, terminating, or suspending this Agreement, in whole or in part.
- 11.2.6. Incorporation of Provisions. The Consultant will include the provisions of subparagraphs one through six (11.2.1 through 11.2.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Consultant will take action with respect to any subcontract or procurement as JMAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that the Consultant becomes involved in, or is threatened with, litigation with a Sub-Consultant, or supplier because of such direction, the Consultant may request JMAA to enter into such litigation to protect the interests of JMAA. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.
- 11.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- 11.3.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 11.3.2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - 11.3.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- 11.3.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - 11.3.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - 11.3.6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - 11.3.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - 11.3.8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - 11.3.9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - 11.3.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - 11.3.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - 11.3.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- 11.4. Prohibition of Segregated Facilities.
- 11.4.1. The Consultant agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Consultant agrees that

a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

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

## 12. DISADVANTAGED BUSINESS ENTERPRISES

12.1. Contract Assurance. Consultant and each Sub-Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

12.2. Prompt Payment. Consultant agrees to pay each Sub-Consultant under this Agreement for satisfactory performance of its subcontract no later than five (5) days from the receipt of each payment Consultant receives from JMAA. Consultant agrees further to return retainage payments to each Sub-Consultant, if any, within ten (10) days after the Sub-Consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of JMAA. This clause applies to both DBE and non-DBE Sub-Consultants. Nothing in this provision shall authorize withholding of retainage from any Sub-Consultant if JMAA does not withhold retainage from Consultant.

## 13. VETERAN'S PREFERENCE

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

## 14. FAIR LABOR STANDARDS ACT

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

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

## 15. FEDERALLY REQUIRED CERTIFICATIONS

- 15.1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Consultant certifies, by acceptance of this Agreement, that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Consultant further agrees by accepting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.
- 15.2. Trade Restriction Clause. The Consultant certifies that with respect to this Agreement, the Consultant:
  - 15.2.1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (“U.S.T.R.”);
  - 15.2.2. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and;
  - 15.2.3. Has not entered into any subcontract for any product to be used on a Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.
- 15.3. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
- 15.4. The Consultant must provide immediate written notice to JMAA if the Consultant learns that its certification or that of a Sub-Consultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require Sub-Consultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.
  - 15.4.1. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or Sub-Consultant:
    - 15.4.1.1. Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; or
    - 15.4.1.2. Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list; or

- 15.4.1.3. Who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.
- 15.5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of Consultant or any Sub-Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 15.6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective Sub-Consultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Consultant has knowledge that the certification is erroneous.
- 15.7. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or Sub-Consultant knowingly rendered an erroneous certification, the FAA may direct through JMAA cancellation of the contract or subcontract for default at no cost to JMAA or the FAA.
- 15.8. Contract Workhours and Safety Standards Act Requirements
- 15.8.1. Overtime Requirements. No Consultant or Sub-Consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 15.8.2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant and any Sub-Consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and Sub-Consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
- 15.8.3. Withholding for Unpaid Wages and Liquidated Damages. The FAA or JMAA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or Sub-Consultant under any such contract or any other Federal contract with the same prime Consultant, or any other Federally- assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or Sub-Consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

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

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

15.10. Davis-Bacon Requirements.

15.10.1. Minimum Wages.

15.10.1.1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

15.10.1.2. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each



classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

15.10.1.3.3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

15.10.1.4. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

15.10.1.5. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-

day period that additional time is necessary.

15.10.1.6. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

15.10.1.7. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

15.10.1.8. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

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

15.10.3. Payrolls and basic records.

15.10.3.1. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked,

deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

under the contract and shall certify the following:

- 15.10.3.3.1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete.
  - 15.10.3.3.2. That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
  - 15.10.3.3.3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - 15.10.3.3.4. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
  - 15.10.3.3.5. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- 15.10.4. The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 15.11. Apprentices and Trainees.

- 15.11.1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed

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

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

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

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

- 15.17.1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- 15.17.2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- 15.17.3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## 16. ENVIRONMENTAL COMPLIANCE

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

## 17. SAFETY AND SECURITY PROGRAMS

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

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

- 17.1.2. Occupational Safety and 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. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their Sub-Consultant's compliance with

the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

- 17.2. Compliance with Security Program. Consultant shall observe all Security Regulations, as in effect from time to time, and shall take such steps and actions as may be necessary or directed by JMAA to ensure that all officers, employees, representatives, invitees and guests of Consultant and each Sub-Consultant and all officers, employees, representatives, invitees, and guests of each Sub-Consultant observe such requirements.
- 17.3. Fines and Remedial Actions. If JMAA incurs any fines or penalties or any cost or expense under any safety or security program or plan pertaining to JMAA or either of the Airports as a result of any act or omission of Consultant or any Sub-Consultant, Consultant shall pay or reimburse to JMAA, as the case may be, all such fines, penalties, costs, and expenses. Consultant shall further rectify any such safety or security deficiency as may be determined by JMAA. JMAA reserves the right to take whatever action may be necessary to rectify any security deficiency caused by the actions or inactions of Consultant or Sub-Consultants which Consultant fails to timely remedy. In the event JMAA undertakes any such action, Consultant shall immediately pay and reimburse JMAA all monies expended and costs incurred by JMAA in connection therewith.

## 18. ENERGY CONSERVATION

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

## 19. CERTIFICATION REGARDING LOBBYING

- 19.1. The Consultant certifies to the best of his or her knowledge and belief, that:
  - 19.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 19.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - 19.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-



grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

## 20. SUSPENSION OF WORK

- 20.1. JMAA 's Authority to Suspend. JMAA may order Consultant, in writing, to suspend all or any part of the Services for such period of time as JMAA may determine to be appropriate for its convenience. Suspension shall be without prejudice to Consultant for payment of any Services provided to the date of suspension.
- 20.2. Additional Compensation. If the performance of all or any part of the Services is, for an unreasonable period of time, suspended or delayed by an act of JMAA in the administration of this Agreement, or by JMAA's failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), a reasonable adjustment shall be made for an equitable increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or delay, and this Agreement shall be modified in writing accordingly. However, no adjustment shall be made under this provision for any suspension or delay to the extent that performance would have been suspended or delayed by any other cause, including, without limitation, the fault or negligence of Consultant.
- 20.3. Consultant's Authority to Suspend. In the event JMAA has not paid Consultant the undisputed portion of a timely-received invoice within forty-five (45) days of receipt, Consultant may suspend the Services upon not less than fifteen (15) days written notice to JMAA. Upon receipt of any payment for which Consultant has suspended performance of the Services under this Paragraph 20.3 Consultant shall immediately recommence performance of the Services.

## 21. TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

- 21.2.2.1. Defaults on its obligations under this Agreement.

- 21.2.2.2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
- 21.2.2.3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

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

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

## 22. INDEMNITY

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

## 23. INSURANCE

- 23.1. Required Insurance. Consultant shall maintain, at its own expense, the following insurance coverages, insuring Consultant, its employees, agents, designees and any indemnitees as required herein, which insurance shall be placed with an insurance company or companies reasonably acceptable to JMAA. Each policy of insurance provided hereunder shall contain a waiver of subrogation in favor of JMAA and shall incorporate a provision requiring the giving of written notice to JMAA not less than thirty (30) days prior to the cancellation, nonrenewal, reduction in policy limits, or change in the scope or coverage under any such policy or policies evidenced by return receipt of United States certified mail.
  - 23.1.1. Professional Liability insurance in an amount not less than \$1,000,000 (including blanket commercial liability coverage with all coverage retroactive to the earlier of the date of this Agreement or the commencement of Consultant's Services in relation to a Project), such coverage to be maintained for a period of at least three (3) years following completion of the Project or the performance of the Services,

whichever comes later.

- 23.1.2. Comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence/\$2,000,000 aggregate, including coverage for blanket contractual liability, broad form property damage and personal and bodily injury, and products/completed functions.
- 23.1.3. Comprehensive automobile liability insurance, including hired and non-owned vehicles, if any, in an amount not less than \$1,000,000 per claim and \$1,000,000 in the aggregate, covering personal injury, bodily injury and property damage.
- 23.1.4. Worker's compensation insurance in the amounts required pursuant to the laws of the State of Mississippi and employer liability insurance with limits of not less than \$1,000,000 per accident, \$1,000,000 per disease and \$1,000,000 disease per employee.
- 23.1.5. Umbrella or excess liability insurance in an amount of not less than \$5,000,000.00 providing additional coverage to the policies required under Paragraphs (17.1.2), (17.1.3) and (17.1.4).
- 23.1.6. Such other insurance as may be (i) required by any federal, state or local law in the minimum amount required or (ii) reasonably required by JMAA.
- 23.2. Blanket Contractual Coverage. Without limiting the foregoing, Consultant's policy or policies of insurance required hereunder shall contain blanket contractual insurance coverage so as to protect JMAA's rights under Article 16.
- 23.3. Primary Coverage. Consultant shall have the following endorsement or its substantial equivalent added to the comprehensive general liability policy required under this Agreement:

It is hereby agreed and understood that the Jackson Municipal Airport Authority is named as an additional insured, and that the coverage afforded to the Jackson Municipal Airport Authority under this policy shall be primary insurance. If the Jackson Municipal Airport Authority has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of Insurer's liability under this policy shall not be reduced by the existence of such other insurance. It is further agreed that the coverage afforded to the Jackson Municipal Airport Authority, as the additional insured, shall not apply to the sole negligence of the Jackson Municipal Airport Authority.
- 23.4. Deductibles; Absence of Coverage. Consultant shall be responsible for all deductibles and for any inadequacy or absence of coverage. Consultant shall bear all costs and losses attributable to such deductibles and to coverage limitations. Consultant shall have no claim or recourse against JMAA for any costs or losses attributable to such deductibles or to coverage limitations, exclusions or unavailability
- 23.5. Evidence of Insurance. Consultant shall submit original, valid certificates in form and substance satisfactory to JMAA evidencing the effectiveness of the insurance policy or policies required by this Agreement along with original copies of the amendatory rider to

any such policies to JMAA for JMAA's approval before Consultant commences any Services under this Agreement.

- 23.6. Coverage Through Member's Insurance. Notwithstanding any other provision of this Article 23, Consultant may satisfy the requirements of this Article 23 through its members. In such event, the member of Consultant providing the coverage and the Consultant shall each be named insureds on all policies provided hereunder.
- 23.7. Sub-Consultants Insurance. Each Sub-Consultant shall have insurance coverage identical to and with provisions substantially equal to those required of Consultant under this Article 17 through separate policies obtained by the Sub-Consultant(s) or, with JMAA's prior written approval, through coverage of the Sub-Consultant(s) under Consultant's insurance policies.

## 24. DISPUTE RESOLUTION

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

## 25. NOTICES

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

To JMAA:  
Jackson Municipal Airport Authority  
Suite 300, Main Terminal Building  
Jackson-Medgar Wiley Evers International Airport  
Post Office Box 98109  
Jackson, Mississippi 39298

Telephone No: (601) 939-5631

Attention Chief Executive Officer

To Consultant

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

## 26. GENERAL PROVISIONS

- 26.1. Independent Contractor. Consultant shall, at all times, be regarded as an independent contractor and shall at no time act as agent for JMAA. Nothing contained in this Agreement shall be deemed or construed by JMAA, Consultant or any third party as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between JMAA and Consultant. Neither the method of computation of compensation or other charges, nor any other provision contained herein, nor any acts of JMAA or Consultant hereunder, creates, or shall be deemed to create, a relationship other than the independent relationship of JMAA and Consultant.
- 26.2. Licenses and Permits. Consultant shall timely obtain and pay for all licenses and permits necessary for operations at JAN, including but not limited to a City of Jackson Mississippi Business Privilege License and registration with the Mississippi Secretary of State.
- 26.3. Agreement Subordinate. This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between JMAA and the United States Government relative to the operation or maintenance of the Airports, the execution of which has been required or is required as a condition precedent to the transfer of federal rights or property to JMAA for airport purposes, or the expenditure of federal funds for the improvement or development of the Airports.
- 26.4. No Personal Liability. No official, Commissioner, officer, agent, representative, associate or employee of JMAA shall be charged personally or held contractually liable by or to Consultant in or by any term or provision of this Agreement.
- 26.5. Recitals. The recitals at the beginning of this Agreement are intended to be covenants of JMAA and Consultant, are a material part of this Agreement, and shall be binding on JMAA and Consultant.
- 26.6. Headings. The headings contained in this Agreement are inserted for convenience of reference only, and shall not be construed as defining, limiting, extending, or describing the scope of this Agreement, any article or paragraph hereof, or the intent of any provision hereof.
- 26.7. Incorporation of Exhibits. All exhibits, attachments, modifications, amendments and Service Modifications to this Agreement are intended to be and hereby are specifically made a part of this Agreement.
- 26.8. Incorporation of Required Provisions. JMAA and Consultant incorporate in to this Agreement by this reference all provisions lawfully required to be contained herein by any governmental body or agency including, without limitation, the USDOT, the FAA, the TSA

and the State of Mississippi.

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

26.19. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

[SIGNATURE PAGE TO FOLLOW]

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

JACKSON MUNICIPAL AIRPORT AUTHORITY



Date

---

Paul A. Brown  
Chief Executive Officer

CONSULTANT

Date

---

XXXXXXXXXX  
TITLE