



JACKSON MUNICIPAL AIRPORT AUTHORITY

Your Connection to the World

**REQUEST FOR BIDS FOR
LANDSCAPING IMPROVEMENTS
BY THE JACKSON MUNICIPAL AIRPORT AUTHORITY
JMAA PROJECT NUMBER 005-17
MAY 30, 2018**

Jackson Municipal Airport Authority
100 International Drive, Suite 300 (39208)
Post Office Box 98109
Jackson, Mississippi 39298-8109
Telephone No.: (601) 939-5631, ext. 623
Facsimile No.: (601) 939-3713
E-Mail: bspears@jmaa.com
Attention: Bonnie Spears
Procurement Specialist

TABLE OF CONTENTS

DESCRIPTION	PAGE NO.
Advertisements for Bid	2
General Information for Bidders	5
General Requirements for Bidders	12
Information Required from Bidders	18
Bid Proposal Form	Attachment 1
Statement of Qualifications	Attachment 2
Relevant Work Experience	Attachment 3
Non-Collusion Certificate	Attachment 4
Certificate Regarding Debarment, Lobbying and Non-Segregated Facilities	Attachment 5
Conflict of Interest and Gratuities	Attachment 6
Guidelines for DBE Participation	Attachment 7
Good Faith Efforts Report	Attachment 8
Good Faith Efforts Statement	Attachment 9
DBE Commitment and Confirmation Form	Attachment 10
Sub-Contractor List	Attachment 11
Contract Reporting Form	Attachment 12
Form of Agreement	Attachment 13
Performance Bond Form	Attachment 14
Payment Bond Form	Attachment 15
Scope of Work	Attachment 16
Bidder Checklist	Attachment 17

**ADVERTISEMENT FOR REQUEST FOR BIDS
LANDSCAPING IMPROVEMENTS
BY THE JACKSON MUNICIPAL AIRPORT AUTHORITY
JMAA PROJECT NO. 005-17
MAY 30, 2018**

The Jackson Municipal Airport Authority ("JMAA") will receive sealed bids at the Jackson-Medgar Wiley Evers International Airport ("JAN"), Main Terminal Building, Suite 300, in the City of Jackson, Rankin County, Mississippi, until **2:00 p.m. Central Standard Time on Monday, July 2, 2018** (the "Bid Deadline"), for services in connection with Landscaping Improvements, Project No. 005-17, at the Jackson-Medgar Wiley Evers International Airport (the "Work").

JMAA will publicly open and read aloud all bids at **2:05 p.m. Central Standard Time on Monday, July 2, 2018** (the "Bid Opening"), in the Community Room, Third Floor of the Main Terminal Building, Suite 300 at JAN. JMAA invites Bidders and their authorized representatives to attend the Bid Opening.

The outside or exterior of each bid envelope or container of the bid must be marked with the wording: "Landscaping Improvements, JMAA Project No. 005-17." Bid proposals, amendments to bids, or requests for withdrawal of bids received by JMAA after the Bid Deadline will not be considered for any cause whatsoever.

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

Interested persons may obtain a copy of the Information for Bidders from JMAA by contacting Ms. Bonnie Spears, Procurement Specialist, as follows:

Jackson-Medgar Wiley Evers International Airport
100 International Drive, Suite 300
Attention: Ms. Bonnie Spears
Procurement Specialist
Jackson, Mississippi 39208
Telephone: (601) 360-8623
Email Address: bspears@jmaa.com

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

The contact for **all** questions and submittal of Bids and required forms is Ms. Bonnie Spears, Procurement Specialist. **Ms. Spears can be contacted at bspears@jmaa.com or 601-360-8623.**

JMAA will hold a Pre-Bid Conference at **2:00 p.m. Central Standard Time on Tuesday, June 12, 2018**, in the Community Room, 3rd Floor Mezzanine Level, at the Main Terminal Building at the Jackson-Medgar Wiley Evers International Airport, 100 International Drive, Jackson, MS 39208. Attendance at the Pre-Bid Conference is highly recommended for all those interested in submitting bids as a Prime Contractor and persons seeking opportunities to provide work as a Sub-Contractor. The benefits of attendance include networking opportunities between Prime Contractors and Sub-Contractors, the opportunity to be on a list of contacts that will be published to interested parties as part of the minutes from the Pre-Bid Conference, and review of the plans and specifications.

JMAA reserves the right to amend the plans and specifications for the Work by Addendum issued before the Bid and to hold and examine bids for up to ninety (90) days before awarding the Contract.

If it becomes necessary to revise any aspect of this Request for Bids or to provide additional information to Bidders, JMAA will issue one or more Addenda by posting on JMAA's website (<https://jmaa.com/corporate/partner-with-us/procurement/>). JMAA will also endeavor to deliver a copy of each Addendum to all persons on record as receiving a copy of the Information for Bidders, via email.

JMAA has established a DBE participation goal of **30%** for the Work solicited by this RFB.

JACKSON MUNICIPAL AIRPORT AUTHORITY

DATE: April 4, 2018

/s/ Carl D. Newman, A.A. E.

Carl D. Newman, A.A. E., Chief Executive Officer

Publications:

The Clarion-Ledger	May 30, 2018 and May 31, 2018 June 6, 2018 and June 7, 2018
Rankin County News	May 30, 2018 and June 6, 2018
La Noticia MS	May 30, 2018 and June 6, 2018
The Jackson Advocate	May 31, 2018 and June 7, 2018
Mississippi Link	May 31, 2018 and June 7, 2018

Website Publications:

Mississippi Procurement Technical Assistance Program	http://www.msccpc.com
--	---

GENERAL INFORMATION FOR BIDDERS

1. **Issuer: Jackson Municipal Airport Authority.** The Jackson Municipal Airport Authority ("JMAA"), a municipal airport authority organized and existing under the Mississippi Airport Authorities Law, Section 61-3-1 et seq., Mississippi Code of 1972, as amended, is the issuer of this Request for Bid ("RFB").
2. **JMAA's Authorized Contact.** JMAA's Contact for this RFB is Bonnie Spears, JMAA Procurement Specialist. All questions regarding this RFB must be directed as follows:

Jackson Municipal Airport Authority
100 International Drive, Suite 300 (39208)
Post Office Box 98109
Jackson, Mississippi 39298-8109
Attention: Bonnie Spears, Procurement Specialist
Telephone No.: (601) 939-5631, ext. 623
Facsimile No.: (601) 939-3713
E-Mail: bspears@jmaa.com

- 2.1. Any unsolicited contact by a Bidder with any member of the Board of Commissioners or the staff of JMAA regarding this RFB or the project which is the subject of this RFB shall be grounds for disqualification of the Bidder.
3. **Description of Project.** The scope of work for this project consists of the Contractor providing landscaping and irrigation services in connection with landscaping improvements for the areas around the teardrop, main terminal, garage and surface parking south of the garage located at the Jackson-Medgar Wiley Evers International Airport ("JAN"). **Attachment 16** contains further detail regarding the scope of work.
4. **Term for the Work.** The term for the Work will be ninety (90) days from the date of issuance of the Notice to Proceed by or on behalf of JMAA.

5. Maintenance Standards and Approval of Work.

- 5.1. If discrepancies are discovered in workmanship by airport personnel, the Contractor will respond within 24 hours after notification to correct the situation.
- 5.2. Contractor shall replace, at no additional cost to JMAA any damage to trees or shrubs damaged by the Contractor, with the same size and variety as the damaged material.
- 5.3. The Contractor is responsible for directing the work force and accountable for all activities and behavior of all personnel assigned by the Contractor to perform work under an Agreement. JMAA reserves the right to demand replacement of Contractor's staff who do not meet the airport standards for safety, and professionalism.
- 5.4. Contractor will provide personnel able to perform the work at the highest standards with current knowledge of safety, lawn care, plant health, pruning and pest control.
- 5.5. The Contractor shall be responsible for training and ensuring all employees are working safely. The Contractor will submit a safety plan, and all Contractor employees will be required to wear the proper Personal Protective Equipment ("PPE") and high visibility vests or t-shirts while performing the work.
- 5.6. Contractor is to use caution while mowing, trimming or edging near buildings, parking lots, roadways and will be responsible for any damage incurred.
- 5.7. Contractor shall mark all company vehicles with their company name with a minimum of 4-inch letters.

6. **Amendments to Bid Documents.** JMAA reserves the right to amend the Bid Documents at any time prior to the Bid Opening without the need to re-advertise for Bids or to extend or postpone the date and time of such Bid Opening. JMAA will not, however, issue any Addendum later than five (5) Business Days before the Bid Deadline, except as provided in an Addendum withdrawing this RFB or postponing the Deadline (which Addendum may be issued at any time up to the Deadline).

7. **Joint Submissions.** Bids submitted in response to this RFB may be submitted by a single contractor; a joint venture (in which all joint venture members will be responsible to JMAA for proper performance of the Work); a contractor with sub-contractor, so long as all information required by this RFB is provided for the Contractor and all sub-contractors.

8. **Notice of Award.** The Bidder submitting the lowest and best Bid, as determined by JMAA, will be given written notice that it has been awarded the Work. The notice shall specify which alternates, if any, are being accepted from the Bid Proposal. Accompanying the notice will be one or more originals of the Agreement. Within **ten (10) Business Days** of the date of receipt of the notice, the successful Bidder must execute and deliver the originals of the Agreement, as supplied with the notice of award, together with the appropriate **Payment and Performance Bonds, certificates of insurance and other required documents to JMAA.** JMAA reserves

the right, in its sole discretion, to amend the form of the Agreement at any time prior to execution thereof without the necessity of re-advertising or re-letting Bids. No amendment, alteration or change, as the case may be, to the Agreement shall invalidate or affect anything in the Bid Documents that is not expressly altered or affected by such amendment, alteration or change.

9. **Alternates.** Alternate 1 and Alternate 2.

10. **Agreement.** The selected Bidder will be required to enter into JMAA's standard form of agreement in the form of **Attachment 13**. The Agreement will contain, among other things, an agreement to perform the Work in accordance with standards of the industry, provisions required by applicable law and such other terms and conditions as JMAA deems appropriate. In no event will the Agreement contain any provision which (i) limits the Contractor's liability to JMAA or (ii) indemnifies the Contractor for the acts of JMAA or others.

11. **Payment Bond.** At the time of execution of the Agreement, the successful Bidder shall post a **Payment Bond** in the form of **Attachment 15** in a penal sum equal to the full contract amount for the Work **signed** by the Surety's Resident Agent. JMAA, in its sole discretion, may waive the requirement of the Payment Bond if the contract amount is less than \$25,000.00 and payment is to be lump sum at the completion of the Work and acceptance by JMAA.

12. **Performance Bond.** At the time of execution of the Agreement, the successful Bidder shall post a **Performance Bond** in the form of **Attachment 14** in a penal sum equal to the full contract amount for the Work **signed** by the Surety's Resident Agent. JMAA, in its sole discretion, may waive the requirement of the Performance Bond if the contract amount is less than \$25,000.00 and payment is to be lump sum at the completion of the Work and acceptance by JMAA.

13. **Insurance Requirements for Contract Award.** JMAA requires Contractors to acquire and maintain, at their own expense, insurance. The requirements are as follows:

13.1. Commercial general liability insurance of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 aggregate limit for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations.

13.2. Comprehensive business automobile liability insurance, including hired and non-owned vehicles, with a combined single limit of not less than \$1,000,000, covering bodily injury and property damage.

13.3. Statutory worker's compensation coverage with employer liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.

13.4. Without limiting the foregoing, Contractor's policy or policies of insurance required

hereunder shall contain blanket contractual insurance coverage so as to protect JMAA's rights hereunder. Each policy required shall require not less than thirty (30) days prior written notice to JMAA before modification. Each policy shall contain a waiver of subrogation in favor of JMAA, and shall name JMAA as additional insured.

13.5. Contractors must (i) be responsible for all deductibles and for any inadequacy or absence of coverage; (ii) bear all costs and losses attributable to such deductibles and to coverage limitations; and, (iii) have no claim or recourse against JMAA for any costs or loss attributable to such deductibles or to coverage limitations, exclusions or unavailability.

13.6. Contractors must deliver to JMAA certificates of insurance evidencing the policy limits required hereunder prior to commencing the services governed by an Agreement.

14. **Safety and Security.** JAN is a public, commercial service airport and is subject to various safety and security requirements.

14.1. **Compliance with Safety Requirements.** The selected Contractor will be required to observe all safety requirements of JMAA relating to the JAN, 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 their respective officers, employees, representatives, invitees and guests observe such requirements.

14.2. **Compliance with Security Program.** The selected contractor will be required to observe all security regulations, as in effect from time to time, relating to JAN and will be required to take such steps and actions as may be necessary or directed by JMAA to ensure that all their respective officers, employees, representatives, invitees observe such requirements.

14.3. **Security Identification/Access Media.** All employees of the Contractor and Sub-Contractor working on JAN premises will be required to apply for and be granted, a JMAA issued Security Identification/Access Media.

14.4. **Authorized Signatory and Applications.** The Contractor will be required to register with JMAA, and be granted "Authorized Signatory" status for the purpose of securing JMAA issued Security Identification/Access Media for employees performing work at JAN. Each applicant must be sponsored by an Authorized Signatory established by their sponsoring employer. The Authorized Signatory for the sponsoring employer must submit a JMAA Security Identification/Access Media Application through their On-Line Account to JMAA's ID Office ("ID Office") on the employee's behalf. The employee must report to the ID Office in person and provide the authorized application and two (2) forms of identification. All identification documentation must be originals. Photo ID must be issued by a government agency; and must be valid. Approved forms are driver's license, state ID, or military ID. Employment authorization such as a U.S. Passport, Social Security Card, original birth certificate, or Permanent Resident Card ("Green Card"). U.S. citizenship or immigration status will be verified on each

applicant via Form I-9. A Security Threat Assessment (“STA”) will be performed on each applicant. Completion of the process for badging typically takes from Three (3) to Five (5) business days. Once approved, each applicant must participate in security training. This interactive computer course is administered at the ID Office. The Contractor is responsible for insuring each badge is returned on all employees no longer working for the Contractor or no longer working on JAN premises. The Contractor will not be issued any badges for future projects if any badges have not been returned for previous projects.

- 14.5. **Fines.** If JMAA incurs any fines or penalties or any cost or expense under any safety or security program or plan pertaining to JMAA or JAN as a result of any act or omission of a Contractor, the Contractor will be required to pay or reimburse to JMAA, as the case may be, all such fines, penalties, costs, and expenses. The Contractor must further rectify any such safety or security deficiency as may be determined by JMAA. JMAA will reserve the right to take whatever action may be necessary to rectify any security deficiency caused by the actions or inactions of a Contractor which the Contractor fails to timely remedy. In the event JMAA undertakes any such action, Contractor will be required to pay or reimburse JMAA for all monies expended and costs incurred by JMAA in connection therewith.

15. Independent Contractor. JMAA requires contractors to:

- 15.1. Affirm that they will at all times be regarded as an independent contractor and shall at no time act as the employee or agent of JMAA;
- 15.2. Agree that nothing contained in any Agreement shall be deemed or construed by JMAA, or any third party as creating the relationship of principal and agent, partners, employer and employee, or any other similar such relationship between JMAA and Contractor; and
- 15.3. Affirm that as an Independent Contractor, the Contractor shall not be entitled to participate in any employee benefit or welfare programs offered by or through JMAA including, without limitation, participation in any retirement plan, any workers compensation insurance coverage, health insurance plan or other benefit.

16. License Requirements. The contractor must be properly authorized to conduct the work to include:

- 16.1. Registered to do business in the State of Mississippi as required by the Mississippi Secretary of State.
- 16.2. Obtain and Maintain a City of Jackson Business Privilege License.
- 16.3. Possess a valid Horticultural Weed Control License issued by the Mississippi Department of Agriculture & Commerce, Bureau of Plant Industry.

17. **Governing Law, Jurisdiction and Venue.** Contractors shall affirm that the Agreement, and the rights and obligations of JMAA and Contractor, shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to the principles of conflict of law, and venue shall be solely in a Mississippi state court of competent jurisdiction for any law suit or litigation, of any type or nature, arising out of and/or regarding this Agreement.
18. **Laws.** By submission of a Bid, Bidder represents that it is knowledgeable of, and has fully complied with, all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Work. Bidder further represents that, in the performance of the Work, it shall comply with all "Buy American" requirements of federal and state law, including, without limitation, the requirements of 49 U.S.C. §2226a. Ignorance of any applicable laws, etc. on the part of the Bidder will in no way relieve the Bidder from its related responsibilities.
19. **Resident Bidder Preference Law.** In accordance with Section 31-3-21 of the Mississippi Code of 1972, as amended:
- 19.1. A nonresident Bidder domiciled in a state having laws granting preference to local contractors may only be awarded a public contract in the State of Mississippi on the same basis as that Bidder's state awards contracts to Mississippi contractors bidding under similar circumstances. Resident contractors actually domiciled in Mississippi have preference over nonresidents in the awarding of public contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.
- 19.2. Each nonresident Bidder must submit a copy of its resident state's current bid law pertaining to that state's treatment of nonresident bidders. Any Bid submitted by a nonresident Bidder that does not include the nonresident Bidder's current state law pertaining to treatment of nonresident bidders shall be rejected and not considered for award.
- 19.3. As used in these Instructions to Bidders, the term "resident contractor" includes an individual that is a legal resident of the State of Mississippi, a corporation, limited liability company, partnership or other entity organized under the laws of the State of Mississippi as well as a nonresident person, firm or corporation that has been qualified to do business in this state and has maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986, and the subsidiaries and affiliates of such a person, firm or corporation.
20. **Fair Labor Standards Act.** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- 20.1. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

21. **Attorneys' Fees.** Contractors shall affirm that as to any action that shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of the Agreement, the prevailing party shall be entitled to recover, as part of its costs, its actual and reasonable attorneys' fees.

GENERAL REQUIREMENTS FOR BIDS.

22. **Deadline.** The Bid must be received by JMAA no later than 2:00 p.m. Central Time on Monday, July 2, 2018 ("Deadline"). JMAA will deem a Bid received after the Deadline non-responsive and will reject all late Bids, without review. The opening of any Bid does not constitute approval by JMAA of such Bidder as a suitable and qualified Bidder.
23. **Pre-Bid Conference.** JMAA will hold a Pre-Bid Conference at **2:00 p.m. Central Standard Time on Tuesday, June 12, 2018**, in the Community Room, 3rd Floor Mezzanine Level, at the Main Terminal Building at the Jackson-Medgar Wiley Evers International Airport, 100 International Drive, Jackson, MS 39208. Attendance at the Pre-Bid Conference is highly recommended for all those interested in submitting quotes as a Prime Contractor for the Work and persons seeking opportunities to provide work as a Sub-Contractor. The benefits of attendance include networking opportunities between Prime Contractor and Sub-Contractors, as well as the opportunity to meet with the Project Owner to support a better understanding of the scope requirements.
24. **Opening of Bids.** JMAA will receive sealed Bids for the Work at the Main Terminal Building at JAN, Suite 300, in the City of Jackson, Rankin County, Mississippi, until the Bid Deadline. Any Bid received after the Bid Deadline will be returned to the Bidder unopened. At the Bid Opening, JMAA will publicly open and read aloud all Bids. Bidders and their authorized representatives are invited to be present at the Bid Opening. The opening of any Bid shall not be considered as an acceptance of such Bidder as a responsible, qualified Contractor.
25. **Interpretation of Bid Documents.** Each Bidder must examine the Bid Documents carefully and make written request to JMAA for interpretation or correction of any ambiguity, inconsistency, or error therein which may be discovered. The written request must be delivered to Bonnie Spears, Procurement Specialist by **2:00 p.m. central time on Tuesday, June 19, 2018**. Only interpretations, clarifications or corrections by Addendum issued by Bonnie Spears, Procurement Specialist, shall be binding on JMAA and the Bidders.
26. **Questions and Requests for Additional Information.** Any questions regarding the Bid Documents or the scope of the project must be submitted in writing to Bonnie Spears, Procurement Specialist. JMAA will not provide individual responses to any Bidder. JMAA will respond to all questions by Addendum. The deadline for submission of any questions to JMAA will be **2:00 p.m. central time on Tuesday, June 19, 2018**. Each question must specifically identify this RFB.
27. **Addenda.** If it becomes necessary to revise any aspect of this Request for Bids or to provide additional information to Bidders, JMAA will issue one or more Addenda by posting on JMAA's website (<https://jmaa.com/corporate/partner-with-us/procurement/>).
- 27.1. JMAA will also endeavor to deliver a copy of each Addendum to all persons on record with JMAA as receiving a copy of the Information for Bidders via email.
- 27.2. No Addendum will be issued later than five (5) business days prior to the Deadline,

except an Addendum withdrawing this Request for Bids or postponing the Deadline (which Addendum may be issued at any time up to the Deadline).

- 27.3. Each Bidder is solely responsible for ensuring that it receives and understands all Addenda issued by JMAA.
- 27.4. Each Bidder must **acknowledge receipt of all Addenda** on its Bid Proposal in the space(s) provided.
28. **Acknowledgement of Addenda.** Each Bidder must acknowledge receipt of any Addendum to this RFB or the Information for Bidders. Bidder shall do this by including with its Bid a properly executed Acknowledgment of Receipt of Addendum in the form that accompanies such Addendum, if any.
29. **References.** Bidder shall provide the names, addresses, telephone numbers, and email addresses of at least three (3) references, in connection with supplying the services or items similar to those being requested in this RFB. Each reference should include organizational name, official address, contact person, and title of contact person.
30. **Copies to be Provided.** Each Bidder must submit one (1) original and two (2) paper copies of its Bid. In addition, each Bidder must submit one (1) copy of its entire Bid (including all attachments and exhibits) in digital format. The digital copy of the Bid shall be submitted on CD-ROM, DVD or USB flash drive in Adobe*.pdf (searchable) format.
31. **Bid to be Enclosed in Envelope.** Each Bid Proposal, together with the Bid Security, the Statement of Qualifications, the Non-Collusion Certificate, the Debarment Certificate and all other required information to be submitted on the Bid Opening Date (see Bidder Checklist, **Attachment 17**), shall be enclosed in a sealed envelope or container. The Bidder must type or legibly write in ink the **Company Name** and the phrase: "**Landscaping Improvements, JMAA Project No. 005-17**" on the outside of the envelope. A Bid will be considered invalid if it has not been deposited at the designated location prior to the Bid Deadline. The Bid Deadline may be extended by Addendum issued to the Bidders.
32. **Information to be Provided.** Bids must respond to all requirements of the RFB and be sufficient for JMAA to evaluate the qualifications and experience of the Bidder and the Bidder's ability to perform the Work. At a minimum, the information specified in PART III: INFORMATION REQUIRED FROM BIDDERS must be presented in the order requested. The information provided in the Bid must be complete and accurate, and the Bid must be sworn to (before a notary public) by an officer, partner or member of the Bidder authorized to bind the Bidder.
33. **Statement Must Be Signed.** Each Bidder must manually sign at least one copy of its Bid.
34. **Representations of Bidder.** Each Bidder shall judge for itself all conditions and circumstances relative to its Bid. Each Bidder, by submitting a Bid, represents that **(i)** it has read and understands the Bid Documents (including the Contract Documents), **(ii)** it has visited

JAN and is familiar with the conditions under which the Work will be performed, (iii) it accepts the conditions under which the Work will be performed, (iv) it agrees to provide such other information as may be required by JMAA to evaluate its Bid prior to award of any contract, and (v) it agrees to execute the Agreement in the form attached as **Attachment 13**. Failure on the part of any Bidder to make such examination and on-site inspection shall not constitute a ground for declaration by the Bidder that it did not understand any condition with respect to its Bid, the Work or the Contract Documents.

35. **Qualifications of Bidder.** In addition to such other information as may be required by the Instructions to Bidders, each Bidder shall include as a part of its Bid all information required by the Statement of Qualifications (**Attachment 2**). JMAA reserves the right to make such investigations as it deems necessary to establish the competency and financial stability of any Bidder to perform the Work. If, upon investigation, evidence of competency, quality of work (as evidenced by prior work for JMAA or others) or financial stability is not satisfactory in JMAA's sole judgment, JMAA reserves the right to reject the Bid of such Bidder.
36. **One Bid per Bidder.** JMAA will not consider more than one Bid from any one Bidder. If JMAA has reasonable grounds to believe that a Bidder is involved (as a prime) with more than one Bid for the Work, then all Bids in which that Bidder is believed to be involved will be rejected. Any or all Bids will be rejected if there is reason to believe that collusion or other agreements in restraint of free and competitive bidding exist among the Bidders and no participant in such collusion will be considered in future Bids for the Work. Each Bidder must complete, **sign, notarize** and submit the Non-Collusion Certificate (**Attachment 4**) with its Bid.
37. **Investigations.** JMAA reserves the right to make any and all investigations as it deems necessary to establish the competency of any Bidder to perform the Work.
38. **Evaluation of Bids.** Only those Bids timely received, in proper form and meeting all qualifications will be considered. JMAA will select as the Lowest and Best Responsible and Responsive bid the option which allows JMAA to obtain the greatest overall value based on available funds. If no Alternates are included in the Request for Bids or Responses thereto, the Lowest and Best Responsible and Responsive bid shall be determined by the amount of the Base Bid. If Alternates are included in the Request for Bids or Responses, thereto, the Lowest and Best Responsible and Responsive bid shall be determined by the Base Bid plus Alternate up to the amount of available funds for the project in the priority in section listed in section 10 of General Requirements for the RFB, for which the Bidder proposes to perform the Work as set forth in the Bid Proposal, on the Bidder's compliance or Good Faith Efforts to comply with JMAA's DBE goals and on the qualifications of the Bidder submitted in accordance with the Statement of Qualifications. The experience, ability and reputation of the Bidder, the Bidder's prior performance on projects for JMAA and for others, as well as the Bidder's financial ability, and ability and efforts to meet JMAA's DBE goals, will be important considerations in the selection of a Bidder. JMAA will award the Work to the Bidder submitting the lowest and best Bid as determined by JMAA. Without limiting any other provision of these Instructions to Bidders, JMAA will disqualify any Bidder that: (i) fails to comply with these Instructions to Bidders; (ii) fails to use the form of Bid Proposal provided by JMAA or alters the Bid

Proposal form provided by JMAA in any manner; (iii) fails to fully complete its Bid Proposal or fails to include any required documents or information with its Bid Proposal; (iv) makes or attempts to make its Bid conditional or attempts to reserve the right to negotiate additional or different terms or conditions; or (v) reserves or attempts to reserve the right to reject any award.

39. **Rejection of Bids.** JMAA reserves the right, in its sole discretion, to reject any or all Bids for any reason at any time prior to execution of the Agreement by the Bidder selected by JMAA to perform the Work. Without limiting the foregoing, **JMAA specifically reserves the right to reject a Bid if the Bidder fails to furnish the required Bid Security, fails to submit the information or documentation required by the Bid Documents, fails to submit the Sub-Contractor List, fails to submit the DBE Commitment and Confirmation Form, fails to meet JMAA's DBE goals or fails to document its good faith efforts to comply with JMAA's DBE goals, or the Bid is in any way incomplete or irregular.**
40. **Withdrawal of Bids.** A Bidder may withdraw its Bid, without prejudice, prior to the Bid Deadline, by communicating the withdrawal in writing to JMAA, whereupon the Bid will be returned unopened. Unless otherwise provided in an Addendum, no Bidder may modify, withdraw or cancel its Bid or any part thereof for ninety (90) days after the Bid Deadline.
41. **Agreement.** The selected Bidder will be required to enter into JMAA's standard form agreement in the form of **Attachment 13**. The Agreement will contain, among other things, an agreement to perform the Work in accordance with standards of the industry, provisions required by applicable law and such other terms and conditions as JMAA deems appropriate. In no event will the Agreement contain any provision which (i) limits the Contractor's liability to JMAA or (ii) indemnifies the Contractor for the acts of JMAA or others.
42. **Compensation.** Bidders must submit a proposed schedule of fees with their Bid. The fee arrangement shall be a firm fixed monthly price for all Work with Unit Prices for mulch and pine straw, chemicals, and materials.
43. **Costs Incurred by Bidders Prior to Execution of an Agreement and Notice to Proceed.** JMAA will not be responsible for any costs incurred by any Bidder in preparation of its Bid. Further, JMAA will not be responsible for any costs incurred by the selected Bidder under any agreement prior to the effective date of JMAA's Notice to Proceed.
44. **Disclosure of Response Contents.** All materials submitted in response to this RFB will be the property of JMAA and may be held by JMAA or returned to each respective Bidder, at JMAA's sole discretion. In preparing its Bid, each Bidder should be aware that some or all of its Bid may be subject to public inspection and/or reproduction under the Mississippi Public Records Law, § 25-61-1 et seq., Mississippi Code of 1972, as amended.
45. **Nondiscrimination.** JMAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Bidders to this RFB that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair

opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- 45.1. By submitting a Bid, each Bidder agrees that it understands that JMAA is an equal opportunity employer. It is the policy of JMAA to comply with all applicable portions of Title VI of the Civil Rights Act of 1964, as amended; Executive Order 11246, as amended and as supplemented by Department of Labor Regulations (41 CFR Part 60), and 49 CFR Part 21, as amended, which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, or disability. The Agreement will require that the Bidder (and all subcontractors) represent and warrant to JMAA that it (and they) will comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Executive Order 11246, as amended and as supplemented by Department of Labor Regulations (41 CFR Part 60), and 49 CFR Part 21, as amended, and all other laws, rules and regulations prohibiting discrimination.
46. **Conflicts of Interest and Gratuities.** Each Bidder must complete, **execute, and submit a signed** form. Failure to execute and submit the Certification attached as **Attachment 6** to this RFB will be grounds for rejection of the Bidder's Bid without review or consideration by JMAA.
47. **Disadvantaged Business Enterprise, Minority Owned, Woman Owned, and Small Business Participation.** It is the policy of JMAA that maximum opportunity to participate in performance of the Work is provided to firms certified as Disadvantaged Business Enterprises, Minority-Owned Business Enterprises, and Woman-Owned Business Enterprises. See **Attachment 7** for JMAA's Guidelines for DBE Participation and Required Contract Provisions. **JMAA has established a DBE participation goal of 30% for the Work solicited by this RFB.**
48. **Subcontractors.** Each Bidder must identify its proposed subcontractors, including DBE and Non-DBE subcontractors, on the Subcontractor List (**Attachment 11**).
 - 48.1. The Subcontractor List must allocate **all** significant portions of the Work among the Bidder and its proposed subcontractors.
 - 48.2. The subcontractors shown in the Subcontractor List will be a material consideration in JMAA's determination of the lowest and best Bidder.
 - 48.3. JMAA will not allow any changes in a Bidder's Subcontractor's List except for good cause shown and, with respect to DBE subcontractors, satisfaction of the requirements set forth in the Guidelines for DBE Participation (**Attachment 7**).
 - 48.4. A Bidder must submit a properly completed and **signed (by Bidder and each proposed DBE subcontractor or supplier)** DBE Commitment and Confirmation Form (**Attachment 10**) with their Bid.

- 48.5. The Bidder must submit a complete Good Faith Efforts Report (**Attachment 8**) and Good Faith Efforts Statement (**Attachment 9**) with supporting documentation evidencing its good faith efforts towards meeting the DBE Participation Contract Goal with its DBE Commitment and Confirmation Form with their Bid.

INFORMATION REQUIRED FROM BIDDERS

49. **Required Information.** To be selected, a Bid must demonstrate that the Bidder is qualified by licensure and experience to perform the Work. A Bid should emphasize the Bidder's qualifications and experience regarding all aspects of the Work. At a minimum, all of the following information **MUST** be furnished by each Bidder, as part of its Bid.
50. **Identification of Bidder.** Each Bidder must complete and submit the Statement of Qualifications form (Reference **Attachment 2**).
51. **Bid Proposal.** Each Bidder must complete the Bid Proposal form (**Attachment 1**) and submit one (1) original, two (2) paper copies and one (1) digital copy of the Bid Proposal to JMAA as part of its Bid. All blank spaces in the Bid Proposal must be completed. Bidder shall include the lump sum price, typewritten or legibly printed in ink, for the Base Bid and each Bid Alternate, if any. **EACH BID PROPOSAL MUST BE IN THE FORM OF A LUMP SUM. THE WORK WILL BE AWARDED TO THE LOWEST MOST RESPONSIVE AND RESPONSIBLE BIDDER.**
52. **Estimated Quantities.** Estimated quantities are provided for each Bidder's information and use in preparing a Bid **only**. JMAA makes no representation or warranty regarding the reasonableness of any estimate provided. Each Bidder must determine for itself whether such estimates are reasonable.
53. **Signature.** Each Bidder must **sign** the original Bid Proposal.
54. **Experience.** Each Bidder must submit a minimum of three (3) consecutive years of experience in commercial lawn maintenance projects using the form in **Attachment 3**.
55. **DBE Participation.**
- 55.1. For the purpose of this document, firms certified as Disadvantaged Business Enterprises ("DBEs") by the Mississippi Unified Certification Program ("MUCP") i.e. Jackson Municipal Airport Authority ("JMAA") and the Mississippi Department of Transportation ("MDOT"); firms certified as Minority Owned Businesses or Female Owned Businesses by the City of Jackson; firms certified as Minority Owned or Woman Owned Businesses by the Mississippi Development Authority ("MDA"); or firms certified by the United States Small Business Administration ("SBA") under their 8(a) program shall be collectively referred to as Disadvantaged Business Enterprises. In all instances, the DBE's must be domicile in either the City of Jackson, or the Mississippi counties of Hinds, Madison, or Rankin in order to be eligible for DBE participation credit.
- 55.2. Each Bidder must complete, **sign** and submit a Good Faith Efforts Report in the format provided in **Attachment 8** as part of its RFB.
- 55.3. Each Bidder must complete, **sign** and submit a DBE Good Faith Efforts Statement in

the form provided in **Attachment 9**, as part of its RFB.

- 55.4. Each Bidder must complete and submit a DBE Commitment and Confirmation form for each DBE subcontractor proposed as provided in **Attachment 10**, as part of its RFB. The form must be **signed** by the Bidder **and each** DBE subcontractor proposed for utilization as part of the Work.
56. **Staffing.** Bidder shall affirm and provide supporting evidence that the Bidder's organization is sufficiently staffed and capable to properly and fully perform the Work.
57. **Other Information.** Any other information the Bidder wishes to submit to JMAA for consideration in evaluating the Bidder's Bid.

ATTACHMENT 1

BID PROPOSAL FORM

In response to the Advertisement for Bids by Jackson Municipal Airport Authority ("JMAA"), the undersigned hereby submits this Bid Proposal pursuant to and in accordance with the Instructions to Bidders, which is a part of the Bid Documents for the Landscaping Improvements at the Jackson-Medgar Wiley Evers International Airport (JMAA PROJECT NO. 005-17) (the "Work"). Terms defined in the Instructions to Bidders are used herein as therein defined unless otherwise indicated.

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

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

Base Bid Amount See Sheet No. L1 of the drawings for the Landscape plan and Sheet No. IR1 for the irrigation plan.	_____ ____ Dollars and _____ Cents (\$ _____)
Add Alternate 1 – See Sheet No. L2 of the drawings for the Landscape plan and Sheet No. IR2 for the irrigation plan.	_____ ____ Dollars and _____ Cents (\$ _____)
Add Alternate 2 – See Sheet No. L3 and L4 of the drawings for the Landscape plan.	_____ ____ Dollars and _____ Cents (\$ _____)

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

Bidder attests that:

1. If awarded the contract for the Work, the Bidder will enter into subcontracts, subject to JMAA approval, with the persons and entities shown on the Subcontractor List (**Attachment 11**) to the Instructions to Bidders attached to this Bid Proposal for the Work specified.
2. Bidder acknowledges that the participation of the persons and entities shown on the Subcontractor List, particularly the DBE participation, will be a material factor in JMAA's awarding the contract for the Work to the successful Bidder. The Bidder agrees that no other persons or entities will be used in substitution of the foregoing identified persons or entities without the prior, written consent of JMAA.
3. Bidder agrees it shall achieve completion of the Work (including completion or correction of any punch list items) in accordance with the time limit(s) set forth in the Contract Documents.
4. Should JMAA award Bidder the right to perform the Work, the undersigned agrees to execute, in three (3) originals, the Agreement in the form attached as **Attachment 13** to the Instructions to Bidders, and a Performance Bond and a Payment Bond in the form of **Attachment 14** and **Attachment 15**, respectively, to the Instructions to Bidders, said bonds each being in a penal sum equal to the full contract amount for the Work. The undersigned agrees to deliver such Agreement, Performance Bond, Payment Bond appropriate certificates of insurance and other required information to JMAA within fifteen (15) calendar days following receipt of written notice of the award from JMAA.
5. By execution below, **Bidder acknowledges receipt** of Addenda Nos. ____, ____, ____ and ____, and certifies that it has considered all such Addenda in preparing its Bid. The undersigned acknowledges and agrees that JMAA reserves the right to reject any and all Bids, to re-advertise for Bids, and to waive any informalities, technicalities, and irregularities in the Bids received for any reason at any time prior to execution of the Agreement by the successful Bidder.

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

1. The person signing this Bid Proposal has read and understands the Bid Documents and, on behalf of the Bidder, the person signing the Bid Proposal agrees to the terms, provisions and conditions contained in the Bid Documents.
2. Before submitting this Bid Proposal, Bidder judged for itself all conditions and circumstances relative to this Bid and accepts the conditions under which the Work will be performed.
3. In the event of any discrepancy between the expression of a bid amount by words or numbers, the numbers shall control.
4. JMAA, in its sole discretion, may reject any Bid submitted by a Bidder that fails to submit its Subcontractor List or other required subcontractor information with its Bid or fails to submit its DBE Commitment and Confirmation Forms to JMAA.
5. Should JMAA award Bidder the right to perform the Work, an authorized representative of the Bidder will execute the Agreement, Bidder will tender a Performance Bond and a Payment Bond in the forms included in these Bid Documents and Bidder will otherwise provide all other required documents within the timeframe prescribed by JMAA.
6. JMAA has established a goal for DBE participation in the Work of **30%**. Bidder has made and will continue to make good faith efforts (as such term is used in 49 CFR Part 26) to ensure that DBE participation is equal to or exceeds JMAA's DBE Participation Goal for the Work and shall take all necessary and reasonable steps to ensure that DBEs have the maximum meaningful opportunity to compete for and perform portions of the Work.
7. JMAA has the right to reject this Bid and all bids submitted for the Work. JMAA also has the right to re-advertise for Bids and to waive any informalities, technicalities and irregularities in the Bids received for any reason at any time prior to the execution of the Agreement by the successful Bidder.
8. Before submitting this Bid, Bidder received and considered Addenda Nos. _____, and _____ in preparing its Bid.
9. Bidder is either a "resident contractor" under Section 31-3-21 of the Mississippi Code of 1972, as amended, or has included a copy of the law of its state of residence pertaining to that state's treatment of nonresident bidders. Bidder acknowledges that resident contractors domiciled in Mississippi have preference over a nonresident Bidder in the awarding of public contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident Bidder.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,

BIDDER

By: _____
Title: _____
Address: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this day of _____, 2018, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same, and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

[SEAL]

**LANDSCAPING IMPROVEMENTS
AT THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT
JMAA PROJECT NO. 005-17**

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM AMOUNT (EST. QUANTITY x UNIT PRICE)
	MOBILIZATION			\$	\$
1.	MOBILIZATION AND DEMOBILIZATION BASE BID	LS	1	\$	\$
2.	MOBILIZATION AND DEMOBILIZATION ALTERNATE 1	LS	1	\$	\$
3.	MOBILIZATION AND DEMOBILIZATION ALTERNATE 2	LS	1	\$	\$
	CLEARING AND GRUBBING	UNIT	ESTIMATED QUANTITY	UNIT PRICE	
4.	CLEARING AND GRUBBING BASE BID	LS	1	\$	\$
5.	CLEARING AND GRUBBING BID ALTERNATE 1	LS	1	\$	\$
6.	CLEARING AND GRUBBING BID ALTERNATE 2	LS	1	\$	\$
7.	IRRIGATION ZONE BASE BID	LS	1	\$	\$
8.	IRRIGATION ZONE BID ALTERNATE 1	LF	1	\$	\$
9.	IRRIGATION ZONE BID ALTERNATE 2	LS	1	\$	\$
	BASE BID LANDSCAPING PER L1 PLANT SCHEDULE				
10.	EASTERN REDBUD	EA	3	\$	\$
11.	NATCHEZ CRAPE MYRTLE	EA	17	\$	\$
12.	TUSCARORA CRAPE MYRTLE	EA	4	\$	\$
13.	NUTTAL OAK	EA	4	\$	\$
14.	PARSONLL JUNIPER	EA	103	\$	\$
15.	PINK DRIFT ROSE	EA	264	\$	\$
16.	ANNUAL COLOR TO BE SELECTED	EA	810	\$	\$

17.	CENTIPEDE SOD CLASS A	SF	3,810 +/-	\$	\$
18.	KANJIRO SASANQUA	EA	6	\$	\$
19.	SHI SHI CAMELLIA	EA	44	\$	\$
20.	INDIAN HAWTHORN	EA	31	\$	\$
21.	FORMOSA RED AZALEA	EA	54	\$	\$
22.	CONVERSATION PIECE AZALEA	EA	18	\$	\$
23.	RIVER ROCK MULH	SF	1,405 +/-	\$	\$
24.	PINE STRAW MULCH	SF	5,400 +/-	\$	\$
25.	FRENCH DRAIN	LF	1,075	\$	\$
26.	CATCH BASIN TIE IN	EA		\$	\$
	TOTAL BASE BID	LS			\$
	BID ALTERNATE 1 LANDCAPING PER L2 PLANT SCHEDULE	UNIT	ESTIMATED QUANTITY	UNIT PRICE	\$
1.	BALDS CYPRESS	EA	9	\$	\$
2.	CHASTE TREE	EA	13	\$	\$
3.	CENTIPEDE SOD	SF	7,325 +/-	\$	\$
4.	GLOSSY ABELIA	EA	95	\$	\$
5.	DWARF BUFORD HOLLY	EA	58	\$	\$
6.	INDIAN HAWTHORN	EA	106	\$	\$
7.	KNOCKOUT ROSE	EA	46	\$	\$
8.	SWEET VIBURNUM	EA	23	\$	\$
9.	RIVER ROCK MULCH	SF	2,720 +/-	\$	\$
10.	PINE STRAW MULCH	SF	3,985 +/-	\$	\$
11.	FRENCH DRAIN	LF		\$	\$
12.	CATCH BASIN TIE IN	EA		\$	\$
	TOTAL BID ALTERNATE 1	LS			\$
	BID ALTERNATE 2 LANDSCAPING PER L3 AND L4 PLANT SCHEDULE				\$

	ADD L4 PLANT SCHEDULE			\$	\$
1.	FOSTER HYBRID HOLLY	EA	12	\$	\$
2.	JAPANESE BOXWOOD	EA	608	\$	\$
3.	SWEET VIBURNUM	EA	95	\$	\$
4.	ANNUAL COLOR TO BE SELECTED	EA	1,150	\$	\$
5.	RIVER ROCK MULCH	SF	210 +/-	\$	\$
	TOTAL BID ALTERNATE 2	LS			\$
TOTAL BID INCLUDING ALTERNATES					\$

ATTACHMENT 2

STATEMENT OF QUALIFICATIONS

STATE OF _____

COUNTY OF _____

My name is _____
(Name of person signing affidavit)

I _____ am _____
(Title of person signing affidavit)

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

Bidder is submitting a bid (the "Bid") to the Jackson Municipal Airport Authority ("JMAA") for Landscaping Improvements, Project No. 005-17 (the "Work").

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

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

Legal Name: _____

Type of Business Entity: _____

State of Incorporation/Organization: _____

Mississippi Certificate of Responsibility Number: _____

Bidder, must be registered with the Mississippi Secretary of State to do business in the State of Mississippi and be in good standing, and be eligible to obtain and retain a City of Jackson, Mississippi Business Privilege License.

The street and mailing addresses for Bidder are as follows:

Street Address:

Mailing Address:

Telephone: _____

Facsimile: _____

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

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Email address: _____

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

6. Attached to this certificate is a detailed description of any conviction of any state or federal criminal statute (excluding traffic violations) of any officer, director, partner, member or substantial owner (10% or more of the voting ownership interests) of Bidder. (**Reference as Attachment 2-6.**)
7. Attached to this certificate is a statement of the Bidder's compliance with DBE participation goals or similar requirements in other contracts and projects during the 5- year period preceding the Bid Deadline. (**Reference as Attachment 2-7.**)

Date: _____

(Signature)

By: _____
(Printed Name)

Title: _____

Address: _____

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

Date: _____ Signature _____

[SEAL]

Printed Name

ATTACHMENT 3

JACKSON MUNICIPAL AIRPORT AUTHORITY CONTRACTOR RELEVANT WORK EXPERIENCE

Prime Respondent Information				
Contractor Name:	Contact Name	Address	Phone	Email Address
Detailed description of relevant work experience similar to scope of work.			Client Contact Information:	
Location of work:				
Dates of service:				
Detailed description of relevant work experience similar to scope of work.			Client Contact Information:	
Location of work:				
Dates of service:				
Detailed description of relevant work experience similar to scope of work.			Client Contact Information:	
Location of work:				
Dates of service:				

ATTACHMENT 4

NON-COLLUSION CERTIFICATE

STATE OF _____

COUNTY OF _____

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

I am _____ of _____
(Title of person signing affidavit) (Name of Bidder)

("Bidder").

Bidder has prepared a bid (the "Bid") to submit to the Jackson Municipal Airport Authority ("JMAA") for Landscaping Improvements, Project No. 005-17 (the "Work").

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

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

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,

BIDDER: _____
(Name of Bidder)

Date: _____
Signature

By: _____
(Printed Name)

Title: _____

Address: _____

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

Date: _____
[SEAL] (Signature)

(Printed Name)

ATTACHMENT 5

CERTIFICATE REGARDING DEBARMENT, LOBBYING AND NON-SEGREGATED FACILITIES

Bidder Name: _____

The Bidder certifies, by submission of its Bid and/or execution of the Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting its Bid that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder/Contractor or any lower tier participant is unable to certify to this statement, it shall submit an explanation to the Jackson Municipal Airport Authority.

The Bidder certifies, by submission of its Bid and/or execution of the Agreement, that no Federal appropriated funds shall be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Bidder shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

The Bidder certifies, by submission of its Bid and/or execution of the Agreement, that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location, under Bidder's control, where segregated facilities are maintained. Bidder understands and agrees that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

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

(Name of Bidder)

By: _____

Date: _____

Title: _____

ATTACHMENT 6

CONFLICTS OF INTEREST AND GRATUITIES

JACKSON MUNICIPAL AIRPORT AUTHORITY POLICIES AND PROCEDURES

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

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

APPLICATION:

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

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

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

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

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

CERTIFICATIONS:

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

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

JACKSON MUNICIPAL AIRPORT AUTHORITY
Certification Regarding Gratuities

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

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

In Witness Whereof, the undersigned has executed this Certificate on the _____ day of _____, 20__.

Signature

Printed Name

ATTACHMENT 7

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

A. DBE PARTICIPATION.

It is the policy of the Jackson Municipal Airport Authority (JMAA) that Disadvantaged Business Enterprises (DBEs) shall have maximum meaningful opportunity to participate in the performance of contracts let by JMAA. For the purpose of this document, firms certified as Disadvantaged Business Enterprises ("DBEs") by the Mississippi Unified Certification Program ("MUCP") i.e. Jackson Municipal Airport Authority ("JMAA") and the Mississippi Department of Transportation ("MDOT"); firms certified as Minority Owned Businesses or Female Owned Businesses by the City of Jackson; firms certified as Minority Owned or Woman Owned Businesses by the Mississippi Development Authority ("MDA"); or firms certified by the United States Small Business Administration ("SBA") under their 8(a) program shall be collectively referred to as Disadvantaged Business Enterprises. All Disadvantaged Business Enterprises must be located within the Jackson Metropolitan Area i.e. the City of Jackson and/or the Counties of Hinds, Rankin, or Madison in order to count towards the contract goal.

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

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

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

Contractors should contact Jack Thomas, JMAA's Director of Disadvantaged Business Enterprise and Community Development (601-664-3518) to verify the current status of a firm's certification.

B. DBE GOALS.

JMAA has established a goal for DBE participation in the Work of **30%**. The goal is expressed as a percentage of the original contract amount and will apply throughout the term of the Agreement unless JMAA determines otherwise as provided below.

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

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

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

C. NONDISCRIMINATION.

1. Each Bidder agrees to take all reasonable steps necessary to ensure that DBEs have maximum meaningful opportunity to compete for and participate in the performance of the Work. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts financed in whole or in part by JMAA and the U.S. Department of Transportation. The Contractor shall utilize the services of banks in the community, which are owned and controlled by socially and economically disadvantaged individuals when feasible and beneficial.
2. The contractor, sub recipient or Sub-Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

D. FAILURE TO COMPLY WITH DBE REQUIREMENTS.

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

Failure to comply with the DBE requirements shall include but not be limited to: failure to submit any required documents and certifications with the Bid Proposal; or failure to make good faith efforts to meet the established contract goal; failure of the Contractor to meet its commitment for DBE participation in the Work; and failure to maximize opportunities for DBEs.

E. DEFINITIONS; CONVENTIONS AND CONCEPTS.

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

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

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

2. Good Faith Efforts means efforts to achieve a DBE goal or other requirement which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the requirement. A Bidder must demonstrate the good faith efforts taken prior to bid opening to meet the DBE goals, including but not limited to the following:
 - a. Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate DBE participation. Selection of portions of work is required to at least equal the goal for DBE utilization specified in the Contract Documents.
 - b. Written notification at least 14 calendar days prior to the opening of Bids, soliciting individual DBEs interested in participation in the Work as a Sub-Contractor, regular dealer, manufacturer, consultant, or service agency and for what specific items or type of work.
 - c. Written notification to disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of DBEs, of the type of work, supplies, or services being considered for DBEs on this project.
 - d. Efforts made to negotiate with DBEs for specific items of work including evidence of:
 - i. The names, addresses, telephone numbers of DBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBEs to determine with certainty whether the DBE is interested. Personal or phone contacts are expected.
 - ii. A description of the information provided the DBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
 - iii. A statement of why additional agreements with DBEs were not reached, and
 - e. Documentation of each DBE rejected, and the reasons for the rejection.
 - f. Efforts made to assist DBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the Bidder.

- g. Documentation that qualified DBEs were not available or not interested.
 - h. Attendance at any meeting scheduled by JMAA to encourage better contractor-DBE relationships or forthcoming DBE utilization opportunities (e.g. pre-bid meetings, workshops, seminars, etc.).
 - i. Advertisement in general circulation media, trade association publications, and disadvantaged-focus media of the Bidder's (or, as applicable, Contractor's) interest in utilizing DBEs generally or for particular types of work.
 - j. Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of DBEs.
3. Examples of actions not acceptable as reasons for failure to meet the DBE goal.
- a. DBE unable to provide performance and/or payment bonds.
 - b. Rejection of a reasonable bid on the basis of price.
 - c. DBE would not agree to perform items of work at the unit bid price.
 - d. Union versus non-union status.
 - e. Contractor normally would perform all or most of the work of the contract.
 - f. Solicitation of DBEs by mail only.
 - g. Restricting opportunities to only those items listed in the Contract Documents under such headings as "Potential Subcontracting Opportunities" or the like.

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

When JMAA's DBE Participation Goal will not be met, the Bidder (or, as applicable, Contractor) must document its good faith efforts and submit justification utilizing the Good Faith Efforts Report (**Attachment 8**) and provide a statement as to why the goal could not be met. The quality, quantity, and intensity of good faith efforts will be evaluated by JMAA.

F. COUNTING DBE PARTICIPATION TOWARD DBE GOALS.

JMAA will credit DBE participation toward attainment of JMAA's contract goal on the basis of total subcontract prices agreed to between the Contractor and DBE Sub-Contractors/materialmen

for the contract items or portions of items being sublet as reflected on the Contractor's approved Sub-Contractor list and the following criteria.

1. The total value of contracts awarded for construction and related services to an eligible DBE is counted toward the DBE goal provided the DBE performs a commercially useful function. A commercially useful function is performed when a DBE is responsible for the execution of a distinct element of work by actually managing, supervising and performing the work in accordance with standard industry practices except when such practices are inconsistent with 49 CFR Part 26 and when the DBE receives due compensation as agreed upon for the work performed.
2. An agreement with a DBE to provide trucking services cannot be a contrived arrangement for the purpose of meeting DBE participation goals. The DBE trucker must operate in accordance with standard industry practices, and comply with 49 CFR Part 26 and the JMAA DBE Program.
 - a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures and operates using drivers it employs.
 - d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e. A lease must indicate that the DBE trucker/broker has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE trucker/broker, so long as the lease gives the certified DBE trucker/broker absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the certified DBE trucker/broker clearly affixed to the truck.
 - f. The DBE trucker/broker must submit a copy of all lease agreements at JMAA's request in order to verify the trucking rate.
3. When a DBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces can be counted toward DBE goals.
 - a. The joint venture agreement must include a detailed breakdown of the following:

- i. Contract responsibility of the DBE for specific items of work.
 - ii. Capital participation by the DBE
 - iii. Specific equipment to be provided to the joint venture by the DBE.
 - iv. Specific responsibilities of the DBE in the control of the joint venture.
 - v. Specific manpower and skills to be provided to the joint venture by the DBE.
 - vi. Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.
 - vii. The DBE must finance a portion of the cost of any bid, payment, performance or other project bonds equal to its participation in the joint venture.
 - b. If a joint venture agreement is submitted to JMAA not less than ten (10) business days prior to the Bid Deadline, JMAA will review the joint venture agreement in an effort to provide guidance to the joint venture on whether, and to what extent, the activities of the joint venture may be credited against DBE goals.
 - c. JMAA encourages formation of joint ventures as a means of building capacity in the DBE construction community.
4. A contractor may count toward the DBE goal only materials and supplies expenditures obtained from DBE suppliers and manufacturers in accordance with the following:
- a. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies may be counted toward the DBE goals.
 - b. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - c. If the materials or supplies are purchased from a DBE regular dealer, 60% of the cost of the materials or supplies may be counted toward the DBE goal.
 - d. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the Contractor required under the Contract Documents are brought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - i. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

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

G. AWARD DOCUMENTATION AND PROCEDURE

- 1. To demonstrate the Bidder's participation by DBEs, all Bidders must submit the Sub-Contractor List, as described in sub-paragraph (a) below as part of their Bids. Failure to do so may result in a Bid being determined to be non-responsive.
 - a. A complete list of Sub-Contractors and material suppliers in the form provided by JMAA as part of the Bid Proposal Form, with all required information and attachments. For each DBE firm listed on the Sub-Contractor List, verification of the firm's DBE certification must be provided. More specifically, the name of the certifying agency and the date of the firm's most recent certification, the firm's certification number. The Contractor must execute subcontracts with those firms (DBE and Non-DBE) listed on the Sub-Contractor List and submit copies of subcontracts to JMAA's Project Manager

prior to issuance of a Notice to Proceed by JMAA.

- b. Each Bidder shall provide the below information as part of their Bid.
- c. The DBE Commitment and Confirmation Form is included in the Bid Documents as **Attachment 10**. The Bidder must **affirm and certify** their DBE Commitment by **signing** Page 1 of the DBE Commitment and Confirmation Form. The Bidder must also confirm its intent to enter in a subcontract with the DBE firm if the Bidder is awarded the contract. The DBE firm must, in turn, commit to perform the Work, in the amounts and for the prices listed on the Sub-Contractor List. The Bidder **and** their DBE Sub-Contractor must **sign** Part II of the DBE Commitment and Confirmation Form on Page 4.
- d. The Contractor is required to explain its good faith efforts to meet the DBE Goal for the Work when the goals have not been met. All the good faith information provided must be accurate and complete in every detail. The apparent low Bidder's attainment of the DBE goal or demonstration of good faith efforts will be evaluated to determine if the apparent low Bidder is responsive. **Attachment 8**, Contractor's Good Faith Efforts Report and **Attachment 9**, Contractor's Good Faith Efforts Statement should be used by the Bidder to document their good faith efforts. Bidders are encouraged to provide additional good faith efforts documentation to support the aforementioned items.
- e. Verification of Sub-Contractor proposal documentation. The Contractor shall provide to JMAA's Director of Disadvantaged Business Enterprise and Community Development and JMAA's Project Manager, itemized pricing quotes from each of the Sub-Contractors and material suppliers named on the Sub-Contractor List. The level of detail shall be consistent with the detail in the Contract Documents.

H. POST AWARD COMPLIANCE:

- 1. If the Agreement is awarded with less than full DBE goal participation, award will not relieve the Contractor of the continuing obligation to exercise good faith efforts to maximize participation of DBEs throughout the term of the contract. Prior to entering into any additional subcontracts for any portion of the Work, the Contractor must submit a request to subcontract to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprise and Community Development documenting the Contractor's good faith efforts to utilize DBE Sub-Contractors/suppliers prior to entering into a contract with a non-DBE.
- 2. When the Agreement is awarded on DBE participation in excess of the original stated goal, the Contractor will be required to achieve the DBE participation shown in its Bid Proposal regardless of the goal established by JMAA.
- 3. The Contractor shall establish a program that will effectively promote increased participation by DBEs in the performance of contracts and subcontracts. The Contractor

shall also designate and make known to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprise and Community Development a liaison officer who will be responsible for the administration of the Contractor's DBE program.

4. The Contractor shall enter into subcontracts or other written agreements with all Sub-Contractors (DBEs and non-DBEs) identified in the Contractor's Bid Proposal for the kind and amount of Work specified.
5. The Contractor shall keep each DBE informed of the project progress schedule and allow each DBE adequate time to schedule work, stockpile materials, and otherwise prepare for the subcontract Work.
6. At any point during the performance of the Work that it appears the scheduled amount of DBE participation may not be achieved, the Contractor shall provide evidence to JMAA's Director of Disadvantaged Business Enterprise and Community Development demonstrating how the goal will be met.
7. If the Contractor fails to demonstrate to JMAA's satisfaction that it failed to achieve the scheduled DBE participation due to reasons such as quantitative under-runs or elimination of items contracted to DBEs and that good faith efforts have been used to obtain the scheduled contract participation, JMAA may withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.
8. When JMAA has reason to believe the Contractor or any Sub-Contractor (including any DBE) may not be operating in compliance with these requirements through "fronting," brokering, not providing a commercially useful function or for other reasons, JMAA's Director of Disadvantaged Business Enterprise and Community Development will conduct an investigation. The Contractor, each Sub-Contractor or other involved party will be required to fully cooperate with the investigation. If JMAA determines that any person or entity is not complying, JMAA's Director of Disadvantaged Business Enterprise and Community Development will notify such person or entity in writing as to the specific instances or matters found to be in noncompliance.
9. To ensure that the obligations under subcontracts awarded to Sub-Contractors are met, JMAA will review the Contractor's efforts to promptly pay Sub-Contractors for work performed in accordance with the executed subcontracts. The Contractor shall pay Sub-Contractors and suppliers, including DBEs, their respective subcontract amount within five (5) calendar days after the Contractor receives payment from JMAA for the items performed by the Sub-Contractors. The Contractor shall provide the DBE with a full accounting to include quantities paid and deductions made from the DBE's partial payment at the time payment is made. Failure to do so without cause may result in an equal amount being withheld from the Contractor on the next payment (progress or final).
10. JMAA reserves the right to withhold any payment from the Contractor if JMAA determines that a DBE is not performing a commercially useful function or that achievement of the goal is in question. Payment may be withheld in the amount of the DBE goal that is in

question until either (i) the Contractor submits to JMAA's Director of Disadvantaged Business Enterprise and Community Development a revised plan for achieving the Contractor's goal and the plan is approved by JMAA, or (ii) the DBE goal amount in question has been met.

11. JMAA's Director of Disadvantaged Business Enterprise and Community Development will monitor the Contractor's DBE involvement during the Work, the level of effort by the Contractor in meeting or exceeding the DBE participation goal throughout the performance of the Work. If, at the completion of the Work, the Contractor has failed to meet JMAA's DBE participation goal and has not demonstrated good faith efforts or obtained a reduction of the goal, JMAA may withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.
12. Prior to final payment by JMAA, the Contractor shall file with JMAA a detailed list showing each DBE used on the Work, the work performed by each DBE and the amount paid to each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable Work performed, less any rebates, kickbacks, deductions, withholdings, or other repayments made. The list shall be certified under penalty of perjury to be accurate and complete. JMAA will use this certification and other information available to determine if the Contractor has satisfied the DBE contract goal and the extent to which DBEs were fully paid for that Work. The Contractor acknowledges that the information is supplied to obtain payment from JMAA which includes federal assistance from the USDOT.
13. Failure on the part of the Contractor to achieve the DBE participation to which the Contractor committed in the Agreement may result in damages being imposed on the Contractor by JMAA for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by JMAA, the revised and lower amount shall become the final DBE contract goal, and that goal shall be used to determine any damages to be assessed. Additionally, JMAA may impose any other administrative sanctions or remedies available at law or provided by the Agreement in the event of breach by the Contractor by failing to satisfy the Contractor's DBE commitment. However, no damages will be assessed, and no other administrative sanctions or remedies will be imposed when, for reasons beyond the control of the Contractor, and despite the good faith efforts made by the contractor, the final DBE contract goal was not achieved.

I. SUBSTITUTIONS OF DBE FIRMS AFTER AWARD.

1. A successful bidder must not terminate a DBE subcontractor included as part of its subcontractor list submitted with the bid. This includes but is not limited to instances where a prime contractor seeks to self-perform the work, have it performed by an affiliate or have it performed by another DBE. The prime contractor shall not terminate, substitute, add or replace any DBE subcontractor or change the amount of any work to be performed by any DBE subcontractor except in strict compliance with the requirements of the contract documents. In all instances, the Contractor must seek and secure the prior written consent of JMAA before terminating, substituting, adding or replacing any subcontractor or changing their scope of work, including DBE subcontractors.

2. Contract activities shown to be performed by a DBE in the Bid Proposal shall be performed by the designated DBE or a substitute approved in advance and in writing by JMAA's Director of Disadvantaged Business Enterprise and Community Development. Substitution of DBEs will only be allowed for good cause. For purposes of this paragraph, good cause includes the following circumstances:
 - a. The listed DBE subcontractor fails or refuses to execute a written contract;
 - b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. However, good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
 - c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
 - d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - e. The listed DBE subcontractor is ineligible to work on public projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law;
 - f. It has been determined by JMAA, that the listed DBE subcontractor is not a responsible contractor;
 - g. The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal;
 - h. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; or
 - j. Other documented good cause that compels the termination of the DBE subcontractor.
3. A provision stating the following will be included by JMAA in the contract to be executed by the prime contractor:
 - a. That the contractor shall utilize the specific DBEs listed to perform the specified work and supply the specified materials unless the contractor obtains written consent from JMAA as provided in this section; and

- b. That, unless JMAA consent is provided as required by this section, the contractor shall not be entitled to any payment for the specified work or specified material unless it is performed or supplied by the listed DBE.
4. Before submitting a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice to the DBE subcontractor with a copy to JMAA's Director of Disadvantaged Business Enterprise and Community Development. The notice must include the reason for the request. The DBE must be given five days to respond to the prime contractor's notice. The response must include the reasons for any objections and why the request should not be approved. The five-day period may be shortened in cases of public necessity (e.g., safety).
5. When a DBE subcontractor is terminated as provided in this section, or fails to complete its work on the contract for any reason, the prime contractor must make a good faith effort to find another DBE subcontractor to substitute for the original DBE. The good faith effort must be directed at finding another DBE to perform at least the same amount of work. The good faith effort must be documented by the prime contractor.
6. In instances prior to execution of a contract between JMAA and prime contractor and/or prime contractor and DBE subcontractor, where a DBE that was listed in the bid is unwilling or unable to perform the items of work specified in the Bid Proposal, the Bidder must immediately notify JMAA. If any resulting change would create a shortfall of DBE participation from that previously committed and/or approved in the bid, the Bidder shall immediately take steps to obtain another certified DBE to perform an equal amount of allowable credit work or make documented good faith efforts to do so. The new DBE's name and designated work shall be submitted to JMAA's Director of Disadvantaged Business Enterprise and Community Development for approval. The Bidder's request should consist of the Substitution Form (available from JMAA) and a revised DBE Commitment and Confirmation Form (see **Attachment 10**). If the Bidder is unable to replace a DBE with another DBE for the applicable work, a good faith effort shall be made to subcontract other items to DBEs in order to sustain the previously committed and/or approved level of DBE participation. JMAA will determine if the Bidder made an acceptable good faith effort in awarding work to DBE firms. JMAA may allow an adjustment of the DBE participation as appropriate, depending on individual project circumstances.

J. RECORD KEEPING REQUIREMENTS:

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

and documents submitted by any contractor, Sub-Contractor, materialmen or suppliers.

K. REPORTING REQUIREMENTS.

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

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

If the DBE goal set forth in the Contract Documents has not been met, the Contractor must submit documentation supporting good faith efforts to meet the goal during the performance of the Work. Failure to submit the required reports will result in the withholding of progress payments to the Contractor until the reports are submitted. All payments due Sub-Contractors which affect DBE goal attainment, including retainage, shall be paid by the Contractor before JMAA releases the contract retainage. JMAA reserves the right to conduct an audit of DBE participation prior to processing the Contractor's final payment and at any time during the performance of the Work.

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

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

1. Certification of Knowledge of and Compliance with All DBE Program Terms and Conditions. The Bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the JMAA's DBE Program rules. The Bidder further certifies that the Bidder's management personnel understand and are familiar with the requirements of these DBE Program rules; and if the Bidder was not familiar with or did not understand the requirements of these rules, they have contacted JMAA DBE Program Office and have been informed as to their duties and obligations under the DBE Program rules.

2. Certification Regarding Disadvantaged Business Enterprises. The Bidder certifies that the Bidder has complied with the federal and local DBE Program requirements in submitting its Bid Proposal, and will comply fully with these requirements in performing any federal-aid contract awarded on the basis of that submission.
3. Certification to Provide Opportunities for DBEs to Participate. The Bidder agrees to ensure that certified DBE firms, as defined in this document, have a full and fair opportunity to participate in the performance of the Work. The Bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and participate in the Work. The Bidder further certifies that the Bidder has not and will not discriminate on the basis of race, color, age, national origin or sex in the performance of the Work, or in the award of any subcontract.
4. DBE Contract Goal. The Bidder certifies, under penalty of perjury, that if awarded this federal-aid contract, the Bidder will make good faith efforts to utilize certified DBE firms to meet JMAA's DBE participation goals. The Bidder further certifies the Bidder's understanding that the Bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in its Bid Proposal or the Agreement, in whole or in any part, with another DBE, any non-DBE firm or with the Contractor's own forces or those of an affiliate of the contractor, without the prior written consent of JMAA as set out below.
5. Certification of Good Faith Efforts to Obtain DBE Participation. The Bidder certifies, under penalty of perjury, that a good faith effort was made to obtain DBE participation in this contract, at or above the DBE participation contract goal. The Bidder further certifies, under penalty of perjury, that if the Bidder is not able to meet JMAA's specified DBE contract goal, the Bidder has submitted with and as a part of its Bid, a true, accurate, complete and detailed written explanation of all its good faith efforts taken to meet the DBE contract goal.
6. The Bidder makes this certification, agreement and authorization on behalf of itself, its Sub-Contractors, materialmen and suppliers, and sureties.

ATTACHMENT 8
JACKSON MUNICIPAL AIRPORT AUTHORITY
CONTRACTOR'S GOOD FAITH EFFORTS REPORT

PROJECT: LANDSCAPING IMPROVEMENTS

PROJECT/CONTRACT NUMBER: 005-17

PRIME CONTRACTOR: _____

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

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

(Attach additional pages as necessary)

Signature

Date

ATTACHMENT 9
JACKSON MUNICIPAL AIRPORT AUTHORITY
CONTRACTOR'S GOOD FAITH EFFORTS STATEMENT

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

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

Firm Name

Prime Contractor's Authorized Signature

Title

Date

ATTACHMENT 10

DBE COMMITMENT AND CONFIRMATION FORM

**LANDSCAPING IMPROVEMENTS AT
THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT
(JMAA PROJECT NO. 005-17)**

This document must be submitted with the Bid.

Name of Bidder: _____

DBE COMMITMENT:

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

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

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

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

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

Title

(Print Name)

CHECK ONE:

- ☐ Sub-Contractor (Fully complete Parts I and III)
- ☐ Sub-Contractor with Lower-Tier Sub-Contractors (Fully complete Parts I, II and III)

PART I: SUB-CONTRACTOR PARTICIPATION

1. TO: _____
(Name of Prime Contractor)

FROM: _____
(Name of Sub-Contractor)

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

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

3. The undersigned Sub-Contractor/Supplier (check applicable statements):

NOTE: Pursuant to the JMAA's policies, DBE firms participating in the Disadvantaged Business Enterprises (DBE) Program must have "current" certification status as a Disadvantaged Business Enterprises ("DBE") certified by the Mississippi Unified Certification Program ("MUCP") i.e. Jackson Municipal Airport Authority ("JMAA") and the Mississippi Department of Transportation ("MDOT"); Minority Owned Businesses or Female Owned Businesses with the City of Jackson; Minority Owned or Woman Owned Businesses by the Mississippi Development Authority; or 8(a) by the United States Small Business Administration. Evidence of DBE certification must be attached to this form.

- ☐ is a Non-DBE.
- ☐ has been certified as a DBE by: _____
- ☐ Certification # _____

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

PART II: LOWER-TIER SUB-CONTRACTOR PARTICIPATION

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

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

(Company Name)

Contact Person: _____

Address: _____

Telephone: _____ Email: _____

TIN: _____ Insurance: ()

Work to be Performed: _____

Amount of Subcontract: \$ _____

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

(Company Name)

Contact Person: _____

Address: _____

Telephone: _____ Email: _____

TIN: _____ Insurance: ()

Work to be Performed: _____

Amount of Subcontract: \$ _____

Total Amount to be Subcontracted to DBEs: \$ _____

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

PART III: SIGNATURES

(Name of Prime Contractor) By: _____
(Signature of Authorized Representative)

Date: _____ Phone: _____

(Name of Sub-Contractor) By: _____
(Signature of Authorized Representative)

Date: _____ Phone: _____

PART IV: DBE Participation Verification

To be completed by JMAA DBE Representative:

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

Reviewed for Content and Completeness: _____

JMAA DBE Program Representative

ATTACHMENT 11
SUB-CONTRACTOR LIST

Bidder Name:

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

JMAA has established a goal of **30%** for DBE participation in the Work. Bidder must submit completed DBE Commitment and Confirmation Form for each DBE Sub-Contractor and DBE supplier shown on this Sub-Contractor List.

Name of Bidder's Authorized Agent

Signature

Title

Date

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

**Jackson Municipal Airport Authority
Sub-Contractor List – Allocation of Work**

Divide the Work of the Project between the Bidder, Sub-Contractors, Suppliers and Vendors that will perform any portion of the Work or provide any supplies or materials. All Work must be accounted for below.

LANDSCAPING IMPROVEMENTS AT THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT JMAA PROJECT NO. 005-17			
NAME OF CONTRACTOR, SUB-CONTRACTOR, SUPPLIER OR VENDOR	DESCRIPTION OF WORK, MATERIALS, OR SUPPLIES	DBE? YES/NO	SUBCONTRACT/ PURCHASE AMOUNT

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

Signature

Date

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

Identification of Subcontractors and Suppliers.

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

Name of Subcontractor/Supplier: _____

Contact Person: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone Number: _____ Fax Number: _____

Email: _____

Federal Identification Number: _____

Subcontractor/Supplier (check applicable statement):

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

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

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

Age of Firm:

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

Annual Gross Receipts:

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

Make copies of this form as needed.

ATTACHMENT 12

[illegible]

ATTACHMENT 13

STANDARD FORM OF AGREEMENT BETWEEN JACKSON MUNICIPAL AIRPORT AUTHORITY AND CONTRACTOR

	<u>PAGE</u>
ARTICLE 1 DEFINITIONS	
ARTICLE 2 REPRESENTATIONS	
ARTICLE 3 THE CONTRACT DOCUMENTS	
ARTICLE 4 OWNERSHIP OF DOCUMENTS	
ARTICLE 5 ADMINISTRATION OF THE CONTRACT	
ARTICLE 6 THE WORK OF THIS CONTRACT	
ARTICLE 7 CONTRACTOR'S WARRANTY	
ARTICLE 8 PERFORMANCE AND PAYMENT BONDS	
ARTICLE 9 DATE OF COMMENCEMENT AND COMPLETION	
ARTICLE 10 CONTRACT SUM	
ARTICLE 11 PROGRESS PAYMENTS	
ARTICLE 12 FINAL PAYMENT	
ARTICLE 13 SUBCONTRACTORS	
ARTICLE 14 GRATUITIES AND COMPENSATION	
ARTICLE 15 ACCOUNTING RECORDS	
ARTICLE 16 NON-DISCRIMINATION	
ARTICLE 17 VETERAN'S PREFERENCE	
ARTICLE 18 BUY AMERICAN PREFERENCE	
ARTICLE 19 FAIR LABOR STANDARDS ACT	
ARTICLE 20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970	
ARTICLE 21 FEDERALLY REQUIRED CERTIFICATIONS	
ARTICLE 22 ENVIRONMENTAL COMPLIANCE	
ARTICLE 23 TERMINATION OR SUSPENSION	
ARTICLE 24 INDEMNITY	
ARTICLE 25 INSURANCE	
ARTICLE 26 SAFETY AND SECURITY	
ARTICLE 27 CERTIFICATIONS REGARDING LOBBYING	
ARTICLE 28 BREACH OF CONTRACT TERMS	
ARTICLE 29 DISPUTES RESOLUTION	
ARTICLE 30 NOTICES	
ARTICLE 31 GENERAL PROVISIONS	
ARTICLE 32 ENUMERATION OF CONTRACT DOCUMENTS	

STANDARD FORM OF AGREEMENT BETWEEN
JACKSON MUNICIPAL AIRPORT AUTHORITY AND
CONTRACTOR

Where payment
is Lump Sum

Project: Landscaping Improvements

JMAA Project Number: 005-17

Airport Designation: Jackson-Medgar Wiley Evers International Airport ("JAN")

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

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

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

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

RECITALS:

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

AGREEMENT:

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

1. DEFINITIONS

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

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

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

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

the United States Department of Homeland Security.

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

7. REPRESENTATIONS

Contractor represents, covenants and warrants to JMAA as follows:

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

8. THE CONTRACT DOCUMENT

- 1.36. The Contract Documents form the Contract for construction. The Contract Documents consist of the Advertisement for Bids, the Instructions to Bidders, the Bid, this Agreement (and all Exhibits referred to herein or attached hereto), Drawings, Plans, Technical Specifications, General Provisions, Special Provisions, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than Modifications, appears in Article 32.
- 1.37. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. The Contract Documents are

complementary, and what is required by one shall be as binding as if required by all. In the event of a conflict between or among the Contract Documents, all terms of this Agreement shall supersede any terms stated within the Technical Specifications. In addition, Contractor shall perform Work and obligations of the higher quality, larger quantity, greater expense, tighter schedule and more stringent requirements, unless otherwise directed in writing by JMAA.

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

9. OWNERSHIP OF DOCUMENTS

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

2. ADMINISTRATION OF THE CONTRACT

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

of the intent of the Contract Documents or to assess the quality or quantity of Contractor's Work, JMAA will have authority to require additional inspection or testing of the Work, which shall be conducted at Contractor's sole expense.

- 2.5. Notwithstanding Engineer's approval of any Work, Contractor shall remain responsible and liable for any defective, incomplete or nonconforming Work and for full performance in strict compliance with the Contract Documents.

3. THE WORK OF THIS CONTRACT

- 3.1. Contractor shall perform and complete the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. The Work includes all work specifically set forth in the Contract Documents and further includes everything reasonably inferable, necessary or customary for the proper execution, functioning, connection and completion of all work referred to by the Contract Documents. All Work shall be subject to the satisfaction and approval of JMAA.
- 3.2. Contractor shall provide and pay for all labor, materials, tools, equipment, permits, fees, licenses, facilities, supervision, management, financing, services, shop drawings, submittals, testing, inspections, transportation, scaffolding, cleanup, trash removal, scheduling information, documents, quality control, insurance, bonding, taxes and every other thing of whatever nature necessary to fully perform all obligations in a first-class, workmanlike manner and in every respect complete the Work required by the Contract Documents.
- 3.3. Contractor shall perform the Work in strict accordance with the Contract Documents. Contractor shall not deviate from the Plans and Specifications without the written consent of both Engineer and JMAA in the form of a Modification, which consent shall be obtained prior to performing or utilizing such deviations. Any deviations not properly approved and authorized shall be considered defective. Any changes in the Plans or Specifications, or substitution of materials as an "or equal", or any other proposal of Contractor shall be Contractor's full responsibility, despite any approval by Engineer or JMAA. Contractor shall indemnify, defend, exonerate, and hold harmless JMAA from all damages, losses, costs, delays and liability incurred by JMAA, the Engineer and any third parties as a result of deviations, substitutions, options and alternates selected or performed by Contractor.
- 3.4. Contractor shall prepare and maintain at the Project site a complete and accurate record set of as-built drawings, which shall be updated daily. Contractor shall submit a complete set of as-built drawings to JMAA at the time of Contractor's submission of its Application for Payment. Receipt of the final, complete set of as-built drawings will be a condition precedent to JMAA's release of final payment to Contractor.
- 3.5. Contractor shall furnish for approval all Shop Drawings, Product Data, schedules, reports, diagrams, layouts, cuts, explanations, setting plans, catalog references, Samples, and other data in the number and with the content regarded by Engineer or

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

payment for any additional work performed or for any added compensation unless, prior to performance, Contractor receives a properly executed Change Order.

4. CONTRACTOR'S WARRANTY

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

5. PERFORMANCE AND PAYMENT BONDS

- 5.1. At the time of execution of the Agreement, Contractor shall post a Performance Bond in the form specified by JMAA in a penal sum equal to 100% of the Contract Sum for the Work. A surety company licensed in the State of Mississippi and appearing on the United States Treasury Department's most current list (Circular 570, as amended) must issue the Performance Bond.
- 5.2. At the time of execution of the Agreement, Contractor shall post a Payment Bond in the form specified by JMAA in a penal sum equal to 100% of the Contract Sum for the Work. A surety company licensed in the State of Mississippi and appearing on the United States Treasury Department's most current list (Circular 570, as amended) must issue the Payment Bond.

- 5.3. Contractor's obligations under this Agreement and under the Contract Documents shall be equally the obligation of the surety for Contractor's performance bond as if all terms and conditions of this Agreement were set forth verbatim in the performance bond. The surety's obligations shall not terminate upon substantial or final completion of the Work but shall continue thereafter for so long as Contractor has any obligations of whatever nature under this Contract.

6. DATE OF COMMENCEMENT AND COMPLETION

- 6.1. Contractor shall commence the Work on the date specified in a Notice to Proceed issued by or on behalf of JMAA and shall thereafter diligently pursue the Work until fully completed in accordance with the terms of the Contract Documents or until this Agreement is terminated. Contractor shall achieve Substantial Completion of all the Work not more than _____ (___) consecutive calendar days following issuance of the Notice to Proceed, subject to adjustments in the Contract Time as provided in the Contract Documents. In the event Contractor fails to reach Substantial Completion of the above described items of Work within the Contract Time, or any authorized extension thereof, there shall be deducted from the Contract Sum, as agreed liquidated damages and not as a penalty, the sum of \$2,500.00 per calendar day that the Work remains incomplete. If the amount of such liquidated damages exceeds the amounts retained by JMAA, Contractor shall pay the deficiency to JMAA promptly upon demand.
- 6.2. Contractor shall complete all elements of the Work (including completion or correction of all punchlist items) not more than thirty (30) days following the date of Substantial Completion. In the event Contractor fails to achieve completion of all the Work within thirty (30) calendar days following the date of Substantial Completion, there shall be deducted from the amounts due Contractor, as agreed liquidated damages and not as a penalty, the sum of \$2,500.00 per calendar day that the Work remains incomplete beyond the time allowed for Completion. If the amount of such liquidated damages exceeds the amounts retained by JMAA, Contractor shall pay the deficiency to JMAA promptly upon demand.
- 6.3. Time is of the essence with respect to each and every provision of this Agreement, including without limitation, commencement and Completion of the Work. By executing the Agreement, Contractor represents that the Contract Time is a reasonable period for performing the Work. Contractor shall strictly adhere to the Contract Time and shall immediately inform JMAA in writing of any situation which becomes known to Contractor potentially causing a delay in achieving Completion within the Contract Time. Contractor acknowledges that JMAA may sustain financial loss or other damages for which Contractor may be liable if the Project or any part thereof is delayed because Contractor fails to perform any part of the Work in accordance with this Agreement.

7. CONTRACT SUM

- 7.1. JMAA shall pay Contractor in current funds for Contractor's performance of the

Contract the Contract Sum of _____ Dollars and _____ Cents (\$), subject to additions and deductions as provided in the Contract Documents.

- 7.2. The Contract Sum is based upon the base bid and Alternate 1 and Alternate 2 described in the Contract Documents and are hereby accepted by JMAA. _____

8. PROGRESS PAYMENTS

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

balance of the Contract Sum;

- 8.5.4. Damage to JMAA;
 - 8.5.5. Reasonable evidence that the Work will not be completed with the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 - 8.5.6. Persistent failure to carry out the Work in accordance with the Contract Documents.
- 8.6. If Engineer is unable to certify payment in the amount of the Application for Payment, Engineer shall notify the Contractor and JMAA. If the Contractor and Engineer cannot agree on a revised amount, Engineer will promptly issue a Certificate for Payment for the amount for which Engineer is able to certify. Despite any dispute related to the certification of any Application for Payment, the Contractor shall continue to diligently perform the Work required by the Contract Documents.
- 8.7. Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as Engineer or JMAA may require. This Schedule, unless objected to by Engineer or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Applications for Payment shall not include requests for payment of amounts the Contractor does not intend to pay to a subcontractor, supplier or other contractees because of a dispute or other reason.
- 8.8. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 8.9. The Contractor warrants that title to all Work covered by the Application for Payment shall pass to JMAA no later than the time of payment.
- 8.10. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 8.10.1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent 5.0%;
 - 8.10.2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by JMAA, suitably stored off the site at a location agreed upon in writing), less retainage of 5.0%;

- 8.10.3. Subtract the aggregate of previous payments made by JMAA; and
- 8.10.4. Subcontract amounts, if any, for which Engineer has withheld or nullified a Certificate for Payment.
- 8.11. If the Contract Sum exceeds \$250,000.00, the progress payment amount determined in accordance with Paragraph 11.10 shall be further modified under the following circumstances:
 - 8.11.1. Add, upon reaching completion of 50% of the Work and upon receipt of a certification from Engineer that the Work is not less than 50% complete, on schedule and acceptable, one-half (½) of the retainage described in Paragraphs 11.10.1 and 11.10.2. Thereafter, further reductions from each progress payment for retainage otherwise payable to the Contractor and described in Paragraph 11.10 shall be withheld at the rate of 2-½.
 - 8.11.2. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 100.0% of the Contract Sum, less such amounts as Engineer or JMAA shall determine for incomplete or defective Work, liquidated damages and unsettled claims.
- 8.12. All Applications for Payment must be accompanied by a Project/Contract Reporting Form in the form of Attachment ____.

9. FINAL PAYMENT

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

10. SUBCONTRACTORS

- 10.1. Contractor may enter into subcontracts with Subcontractors for portions of the Work to be performed by Contractor pursuant to this Agreement. Any such Subcontractors shall be subject to the prior written approval of JMAA. JMAA shall have the right not to accept any proposed Subcontractor for any reason and Contractor shall have no right to additional compensation or other remedy based on the rejection of any Subcontractor.
- 10.2. Contractor shall verify that all Subcontractors and any other persons performing Work under this Agreement are properly qualified and licensed to provide such Work.
- 10.3. Contractor shall bind each and every Subcontractor to all the terms and conditions of this Agreement and the Contract Documents, including without limitation the requirements of Sections 24 and 25 regarding indemnification and insurance.
- 10.4. Contractor shall be fully responsible to JMAA for every act or omission of any Subcontractors and, notwithstanding and in no way limiting any other provision of this Agreement, shall fully indemnify, defend, protect, exonerate and save JMAA harmless from all liabilities, claims, losses, suits, actions, demands, judgments, and costs, including without limitation attorneys' fees, arising from or in any way related to the Work performed or to be performed by the Subcontractors under or in connection with this Agreement. JMAA hereby approves, and Contractor covenants and agrees to use, the following Subcontractors for the Work specified:

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

DBE SUBCONTRACTS		
Name and Address	Work Item(s)	Subcontract Amount

Total Dollar Value of Subcontract Work:		\$
Percent of Total Contract Sum:		%

13.5.1 Contractor acknowledges that the participation of the foregoing persons and entities as Subcontractors for the Project, particularly including the DBE participation, was a material factor in JMAA's entering into this Agreement with Contractor. No other persons or entities may be used in substitution of the foregoing identified Subcontractors without the prior, written consent of JMAA. In no event shall Contractor substitute or terminate any DBE Subcontractor without the prior, written consent of JMAA. In the event of termination of any DBE Subcontractor, Contractor shall use good faith efforts (as such term is used in 49 CFR Part 26) to replace such DBE Subcontractor with another DBE Subcontractor.

10.5. Notwithstanding any other provision of this Agreement, Contractor shall not assign this Agreement, in whole or in part, to any other person or entity, without the prior written consent of JMAA.

10.6. Contractor shall comply with the following with respect to each Subcontractor:

10.6.1. JMAA shall not be obligated to make any payment to Contractor until Contractor provides evidence to JMAA that all Subcontractors have been paid all amounts owing at the time of payment by JMAA.

10.6.2. Contractor shall release any retainage withheld from a Subcontractor within ten (10) days of satisfactory completion of the Subcontractor's Work.

10.6.3. Contractor shall not require greater insurance coverages from any of its Subcontractors or proposed Subcontractors than required of Contractor by JMAA under Section 21.1 of this Agreement.

10.7. Contractor shall incorporate the foregoing Sections 13.7.1 through 13.7.3 in each subcontract relating to the Work.

11. GRATUITIES AND COMPENSATION

11.1. Contractor shall at all times comply with JMAA's Policy on Gifts and Gratuities, as such policy may be amended, modified, or replaced from time to time. Without limiting the foregoing, Contractor shall not, under any circumstances, offer or agree to offer any gift or gratuity, regardless of its value or form, to any Commissioner, employee, or representative of JMAA. Any evidence of such an offer of a gift or gratuity in violation of JMAA's policy will be cause for immediate termination of this Agreement.

- 11.2. Contractor shall advise all Subcontractors, Sub-subcontractors, suppliers or other contractees of Contractor's obligations under this provision of this Agreement and shall require that all such parties fully comply with this provision at all times.

12. ACCOUNTING RECORDS

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

13. NON-DISCRIMINATION

- 13.1. Non-Discrimination. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

- 13.1.1. This provision binds the Contractor and subtier Contractors from solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- 13.2. During the performance of the Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

- 13.2.1. Compliance with Regulations. The Contractor shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- 13.2.2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Sub-Contractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 13.2.3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation

made by the Contractor for work to be performed under a Sub-Contractor, including procurements of materials, or leases of equipment, each potential subcontractor supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

13.2.4. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JMAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to JMAA or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

13.2.6. Incorporation of Provisions. The Contractor will include the provisions of subparagraphs one through six (16.2.1 through 16.2.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as JMAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that the Contractor becomes involved in, or is threatened with, litigation with a Sub-Contractor, or supplier because of such direction, the Contractor may request JMAA to enter into such litigation to protect the interests of JMAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

13.3.1. 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);

- 13.3.2. 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);
- 13.3.3. 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);
- 13.3.4. 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;
- 13.3.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 13.3.6. 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);
- 13.3.7. 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);
- 13.3.8. 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;
- 13.3.9. 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);
- 13.3.10. 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;

- 13.3.11. Executive Order 13166, Improving Access to Work for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 13.3.12. 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.*).
- 13.4. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:
- 13.4.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 13.4.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 13.4.3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 13.4.4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 13.4.5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and

the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.4.6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

13.4.7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

13.5. Prohibition of Segregated Facilities.

13.5.1. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their Work at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

- 13.5.3.** The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

13.6. Disadvantaged Business Enterprises.

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

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

10. VETERAN'S PREFERENCE

- 13.7. 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.

11. BUY AMERICAN PREFERENCE

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

- 13.9. The contractor was required in the Instructions for Bidders for this Work to submit the Buy America certification with their bid. The Contractor's completed Certificate of Compliance Based on Equipment and Materials form is included herein as Attachment —.

12. FAIR LABOR STANDARDS ACT

- 13.10. 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.

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

14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

15. FEDERALLY REQUIRED CERTIFICATIONS

- 15.1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Contractor certifies, by acceptance of this Agreement, that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor further agrees by accepting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

- 15.2. Trade Restriction Clause.

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

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

- 15.2.1.2.** Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and;
- 15.2.1.3.** Has not entered into any subcontract for any product to be used on a Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.
- 15.2.2.** This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
- 15.2.3.** The Contractor must provide immediate written notice to JMAA if the Contractor learns that its certification or that of a Sub-Contractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require Sub-Contractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- 15.2.3.1.** Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Contractor or Sub-Contractor:
- 15.2.3.1.1.** Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; or
- 15.2.3.1.2.** Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list; or
- 15.2.3.1.3.** Who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.
- 15.2.4.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of Contractor or any Sub-Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 15.2.5.** The Contractor agrees that it will incorporate this provision for certification

without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective Sub-Contractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Contractor has knowledge that the certification is erroneous.

- 15.2.6.** This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or Sub-Contractor knowingly rendered an erroneous certification, the FAA may direct through JMAA cancellation of the contract or subcontract for default at no cost to JMAA or the FAA.

15.3. Contract Workhours and Safety Standards Act Requirements.

- 15.3.1. Overtime Requirements.** No Contractor or Sub-Contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

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

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

15.4.1. 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.

15.4.2. Payrolls and basic records.

15.4.2.1. 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.

- 15.4.2.2. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347_instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage

requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

15.4.2.3. 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:

15.4.2.3.1. 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.

15.4.2.3.2. 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;

15.4.2.3.3. 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.

15.4.2.3.4. 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.

15.4.2.3.5. 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.

15.4.3. 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.

15.5. Apprentices and Trainees.

- 15.5.1. 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.

- 15.5.2. 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.
- 15.5.3. 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.
- 15.6. 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.
- 15.7. 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.

- 15.8. 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.
- 15.9. 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.
- 15.10. 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.
- 15.11. Certification of Eligibility.
- 15.11.1. 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).
- 15.11.2. 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).
- 15.11.3.** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- 15.12. Drug-Free Workplace Requirement.
- 15.12.1. In accordance with the Drug-Free Workplace Act of 1988, 41 USC 702-706, the Contractor must provide a drug-free workplace for its employees by:
- 15.12.1.1. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- 15.12.1.2. establishing a drug-free awareness program to inform employees about:

- 15.12.1.2.1. the dangers of drug abuse in the workplace;
- 15.12.1.2.2. the Contractor's policy of maintaining a drug-free workplace;
- 15.12.1.2.3. any available drug counseling, rehabilitation, and employee assistance programs; and
- 15.12.1.2.4. the penalties that may be imposed upon employees for drug abuse violations.
- 15.12.1.3. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (A):
- 15.12.1.4. notifying the employee in the statement required by subparagraph (A), that as a condition of employment on such contract, the employee will:
 - 15.12.1.4.1. abide by the terms of the statement; and
 - 15.12.1.4.2. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- 15.12.1.5. notifying the contracting agency within 10 days after receiving notice under subparagraph (21.13.1.4.2) from an employee or otherwise receiving actual notice of such conviction;
- 15.12.1.6. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 703 of this title; and
- 15.12.1.7. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (21.13.1.1), (21.13.1.2), (21.13.1.3), (21.13.1.4), (21.13.1.5), and (21.13.1.6).

16. ENVIRONMENTAL COMPLIANCE

- 16.1. Clean Air and Water Pollution Control. The Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to JMAA

immediately upon discovery. JMAA assumes responsibility for notifying the Environmental Protection Agency (EPA) and the FAA. Contractor must include this requirement in all subcontracts that exceed \$150,000.

16.2. Procurement of Recovered Materials.

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

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

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

16.2.2. The list of EPA-designated items is available at www.epa.gov/epawaste/conservation/tools/cpg/products/.

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

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

16.2.3.2. Fails to meet reasonable contract performance requirements; or

16.2.3.3. Is only available at an unreasonable price.

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

17. TERMINATION OF CONTRACT

17.1. Termination for Convenience.

17.1.1. JMAA may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of JMAA. Upon receipt of a written notice of termination, except as explicitly directed by JMAA, the Contractor shall immediately proceed with the following

obligations regardless of any delay in determining or adjusting amounts due under this clause:

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

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

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

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

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

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

17.1.2. Owner agrees to pay Contractor for:

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

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

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

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

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

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

17.2. Termination for Default.

- 17.2.1. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:
- 17.2.1.1. Fails to begin the work under the contract within the time specified in the "Notice to Proceed," or
 - 17.2.1.2. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or
 - 17.2.1.3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
 - 17.2.1.4. Discontinues the prosecution of the work, or
 - 17.2.1.5. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
 - 17.2.1.6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
 - 17.2.1.7. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
 - 17.2.1.8. Makes an assignment for the benefit of creditors, or
 - 17.2.1.9. For any other cause whatsoever, fails to carry on the work in an acceptable manner.
- 17.2.2. Should the Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and JMAA's intentions to terminate the contract.
- 17.2.3. If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then JMAA will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. JMAA may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the

completion of said contract in an acceptable manner.

- 17.2.4. All costs and charges incurred by JMAA, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to JMAA the amount of such excess.

18. INDEMNITY

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

19. INSURANCE

- 19.1. Contractor shall maintain, at its own expense, the following insurance coverages in the amounts specified, insuring Contractor, its employees, agents, designees, subcontractors, and any indemnities as required herein:
- 19.1.1. Commercial general liability insurance of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 aggregate limit for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations.
 - 19.1.2. Comprehensive business automobile liability insurance, including hired and non- owned vehicles, with a combined single limit of not less than \$1,000,000, covering bodily injury and property damage.
 - 19.1.3. Statutory worker's compensation coverage with employer liability limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000.00 disease each employee.
 - 19.1.4. Property insurance on all equipment used in connection with the Project in an amount not less than full insurable value.
 - 19.1.5. Umbrella liability insurance with a limit of not less than \$5,000,000 providing additional coverage to the policies required by Sections 25.1.1, 25.1.2 and 25.1.3.

- 19.1.6. Such other insurance as may reasonably be required by JMAA.
- 19.2. All insurance policies required herein shall be issued by an insurance company or companies licensed to do business in the State of Mississippi and acceptable to JMAA, shall contain a waiver of subrogation in favor of JMAA, and shall be written on an occurrence basis or Contractor shall provide coverage to JMAA for a period not less than three (3) years after final completion of the Work. Contractor shall name JMAA as an additional insured on all insurance policies and coverages.
- 19.3. All policies required under the Contract Documents shall include the following endorsement and/or rider duly issued by the insurer that effectively amends the terms of the policy and binds the insurer to the following provision:
- It is hereby agreed and understood that Jackson Municipal Airport Authority is named as an additional insured, and that the coverage afforded to Jackson Municipal Airport Authority under this policy shall be primary insurance. If Jackson Municipal Airport Authority has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance.
- 19.4. No policy of insurance may be canceled, modified or reduced during the course of this Agreement, and Contractor shall obtain an endorsement and/or rider duly issued by the insurer that effectively amends the terms of the policy and binds the insurer to a provision substantially as follows:
- Insurer will provide the Jackson Municipal Airport Authority not less than thirty (30) days prior written notice of its intent to cancel, modify, amend or reduce coverage.
- 19.5. Contractor shall be responsible for all deductibles and for any inadequacy or absence of coverage, and Contractor shall have no claim or other recourse against JMAA for any costs or loss attributable to such deductibles or to coverage limitations, exclusions, or unavailability, all of which shall be borne solely by Contractor.
- 19.6. At the time of execution of this Agreement, Contractor shall deliver to JMAA a Certificate or Certificates of Insurance, certifying the types and the amounts of coverage, certifying that the insurance is in force before Contractor starts work, certifying that the insurance applies to the Work and to all activities and liability of Contractor pursuant to this Agreement, and certifying that JMAA is named as an additional insured on Contractor's policies of insurance by duly issued endorsement and/or rider as required herein.
- 19.7. The insurance and indemnity obligations of this Agreement are non-delegable
- 19.8. Contractor's failure to maintain complete insurance shall be a material breach of this

Agreement authorizing JMAA, at JMAA's sole election, either to terminate this Agreement or to provide full insurance coverage at Contractor's sole expense; however, in neither case shall Contractor's liability be lessened.

- 19.9. In the event Contractor fails to obtain and maintain any of the insurance coverages required by this Agreement, JMAA shall be entitled, at its sole discretion and without waiving any rights under the Contract Documents, to purchase the insurance and deduct the premium costs from any amounts owed Contractor. However, JMAA shall have no obligation whatsoever to purchase the insurance and failure to do so shall not constitute a waiver of Contractor's obligations with respect to insurance as set forth in this Agreement.
- 19.10. Contractor shall be responsible for payment of all premiums for insurance required by this Agreement, but Contractor's obligations shall not be limited to the purchase of insurance. Contractor shall indemnify and hold harmless JMAA for all damages for which insurance should have been provided pursuant to this Agreement, irrespective of whether the insurance was actually obtained. Contractor's indemnity obligations under this Agreement shall not be restricted to amounts available under insurance, whether actually obtained or which should have been obtained, but shall extend to the fullest extent allowed by law.

20. SAFETY AND SECURITY

- 20.1. Contractor shall observe all safety requirements of JMAA relating to the Airport in effect from time to time, and shall take such steps and actions as may be necessary or directed by JMAA to ensure that all officers, employees, representatives, contractors, invitees and guests of Contractor observe such requirements.
- 20.2. Contractor shall observe all requirements of any Security Regulations relating to the Airport including, without limitation, JMAA's Security Plan for the Airport, and any regulations of the TSA relating to security at the Airport, and shall take such steps and actions as may be necessary or directed by JMAA to ensure that all officers, employees, representatives, invitees and guests of Contractor observe such requirements.
- 20.3. If JMAA incurs any fines or penalties or any cost or expense under any safety or security program or plan pertaining to JMAA or the Airport as a result of any act or omission of Contractor, Contractor shall pay or reimburse to JMAA, as the case may be, all such fines, penalties, costs, and expenses. Contractor shall further rectify any such safety or security deficiency as may be determined by JMAA. JMAA reserves the right to take whatever action may be necessary to rectify any security deficiency caused by the actions or inactions of Contractor, which Contractor fails to timely remedy. In the event JMAA undertakes any such action, Contractor shall immediately pay and reimburse JMAA all monies expended and costs incurred by JMAA in connection therewith.
- 20.4. Texting When Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order

3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

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

21. CERTIFICATION REGARDING LOBBYING

21.1. The Contractor certifies to the best of his or her knowledge and belief, that:

- 21.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 21.1.2. 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.
- 21.1.3. 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.

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

22. BREACH OF CONTRACT TERMS

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

23. DISPUTE RESOLUTION

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

- 23.5. No claim, dispute, or other matter in controversy or question shall interfere with the rendering of the Work required by this Agreement or the progress of construction with respect to the Project, and Contractor shall proceed diligently with performance of this Agreement, notwithstanding the existence of any claim, dispute, or other matter in controversy or question.
- 23.6. Contractor shall include provisions similar to the foregoing Sections 23.1 through 23.5 in each subcontract entered into pursuant to this Agreement.

24. NOTICES

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

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

Telephone No.: (601) 664-3500
Facsimile No.: (601) 939-3713

Attention: Chief Executive Officer

To Contractor: _____

Telephone No.: _____
Facsimile No.: _____

Attention: _____

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

25. GENERAL PROVISIONS

- 25.1. Contractor shall, at all times, be regarded as an independent contractor and shall at no time act as agent for JMAA. Nothing contained in the Contract Documents shall be deemed or construed by JMAA, Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between JMAA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained in the Contract Documents, nor any acts of JMAA or Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of JMAA and Contractor. Moreover, nothing contained in the Contract Documents shall be deemed or construed to create a contractual relationship of any kind between JMAA and any subcontractor or sub-subcontractor or supplier.
- 25.2. Execution of this Agreement by Contractor is a representation that Contractor has visited the site, that general and local conditions are suitable for the Work to be performed and that Contractor accepts all conditions at the Project site. Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the Work.
- 25.3. Where reference is made in this Agreement to another Contract Document, the reference refers to that document as amended or supplemented by other provisions of the Contract Documents.
- 25.4. All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement and are incorporated by reference into this Agreement as fully as if repeated herein verbatim.
- 25.5. The recitals at the beginning of this Agreement are intended to be covenants of JMAA and Contractor, are a material part of this Agreement, and shall be binding on JMAA and Contractor.
- 25.6. The headings contained in this Agreement are inserted for convenience of reference only and shall not be construed as defining, limiting, extending, or describing the scope of this Agreement, any article or paragraph hereof, or the intent of any provision hereof.
- 25.7. Unless the context otherwise requires, the words "hereof," "herein," "herewith," "hereunder," and words of similar meaning shall refer to the Contract Documents as a whole and not to any particular provision of the Agreement or any Contract Document. Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender.
- 25.8. Payments due and unpaid under the Contract shall bear interest in accordance with the terms of and at the legal rate specified in Section 31-5-25, Mississippi Code of 1972, as amended, supplemented or replaced from time to time.

- 25.9. This Agreement is subject and subordinate to the provisions of any agreement hereof or hereafter made between JMAA and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required or is required as a condition precedent to the transfer of federal rights or property to JMAA for airport purposes, or the expenditure of federal funds for the improvement or development of the Airport.
- 25.10. In the event the FAA or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Contractor shall make such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be required.
- 25.11. JMAA and Contractor incorporate in the Contract Documents by this reference all provisions lawfully required to be contained herein by any governmental body or agency.
- 25.12. Whenever this Agreement calls for the approval or consent of JMAA, approval or consent shall be given in writing by JMAA's Chief Executive Officer and, unless specifically stated to the contrary, approval or consent may be made or given by JMAA in its sole discretion and determination.
- 25.13. No delay or omission by JMAA in exercising any right, power or remedy hereunder or otherwise afforded by contract, at law, in equity, or by statute, shall constitute an acquiescence therein, impair any other right, power, or remedy hereunder, or otherwise afforded by contract, at law, in equity, or by statute, or operate as a waiver of such right, power, or remedy. No waiver by JMAA of any default by Contractor hereunder shall operate as a waiver of any other default or the same default on a future occasion.
- 25.14. Contractor hereby waives any claim against JMAA for loss of anticipated profits caused by or resulting from any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, voidable, or delaying the same or any part hereof from being carried out.
- 25.15. All terms, covenants, and conditions of this Agreement shall be binding upon and inure to the respective benefit of JMAA and Contractor, their respective officers, employees, agents, and representatives.
- 25.16. This Agreement contains the entire agreement between JMAA and Contractor relating to the subject matter hereof and supersedes all oral statements and prior writings with respect hereto and may be altered, amended, or modified only by a written document executed by JMAA and Contractor.
- 25.17. Neither JMAA nor Contractor shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of acts of God, acts of superior governmental authority, or other similar circumstances of force

majeure for which JMAA or Contractor are not responsible and which are not within JMAA's or Contractor's control.

- 25.18. This Agreement and the rights and obligations of JMAA and Contractor hereunder shall be construed in accordance with and governed by the laws of the State of Mississippi, without regard to the principles of conflict of law.
- 25.19. Contractor acknowledges that it has thoroughly read all Contract Documents, including without limitation this Agreement, all exhibits and attachments hereto, and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.
- 25.20. This Agreement shall not be construed or interpreted in favor of or against JMAA or Contractor on the basis of draftsmanship or preparation hereof.
- 25.21. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

26. ENUMERATION OF CONTRACT DOCUMENTS

- 26.1. The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 26.1.1. The Agreement is this executed Standard Form of Agreement Between Jackson Municipal Airport Authority and Contractor.
- 26.1.2. The Technical Specifications are those contained in the Project Manual styled "Plans and Specifications for Landscaping Improvements at the Jackson-Medgar Wiley Evers International Airport" (JMAA Project No. 005-17).
- 26.1.3. The Drawings are as follows: _____
- 26.1.4. The Addenda, if any, are as follows:

Number	Date	Pages

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

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

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

ATTACHMENT A

Jackson Municipal Airport Authority							
Project/Contract Reporting Form				* This Information Is Subject to Audit			
Prime Contractor:		Project/Contract Description:					
Current Contract Amount:		Contract/Project No.		Total DBE Goal: _____		Notice to Proceed Date: _____	
Invoice Period:		Amount Billed to Invoice #		Amount of Invoice		Date	
Subcontractor(s)	Subcontractor's Current Contract Amount	Services Performed	Is Sub A State of Mississippi Approved DBE?	Billing Amount this Invoice	Amount Billed to Date	Subcontractor's Percentage of Work Billed for this Period	Subcontractor's Percentage of Work Billed to Date

VERIFICATION

I have reviewed the above information and it is correct or has been marked to indicate appropriate corrections.

Certified by: Print Name and Sign Name

Title

**ATTACHMENT 14
PERFORMANCE BOND**

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

WHEREAS, the Principal has entered into a certain written Agreement with JMAA for Landscaping Improvements, JMAA Project Number 005-17." (the "Agreement"), which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this instrument, this the _____ day of _____, 2018. IN WITNESS WHEREOF, said Principal and Surety have executed and delivered this instrument, this, the _____ day of _____, 2018.

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

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

_____ _____ _____	_____ Signature of Resident Agent
-------------------------	--------------------------------------

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

**ATTACHMENT 15
PAYMENT BOND**

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

WHEREAS, the Principal has entered into a certain written Agreement JMAA for Landscaping Improvements, JMAA Project Number 005-17." (the "Agreement"), which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this instrument, this the _____ day of _____, 2018. IN WITNESS WHEREOF, said Principal and Surety have executed and delivered this instrument, this, the _____ day of _____, 2018.

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

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

	Signature of Resident Agent

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

ATTACHMENT 16

SCOPE OF WORK

Landscaping and irrigation services in connection with landscape improvements for the areas around the teardrop, main terminal, garage and surface parking south of the garage located at the Jackson-Medgar Wiley Evers International Airport (“JAN”).

LANDSCAPING

1.1 GENERAL

A. Submittals: In addition to product certificates, submit the following where applicable:

1. Certification of grass seed from sod vendor.
2. List of plant suppliers and anticipated delivery dates.
3. Provide sample or product data of planting mix, topsoil, fertilizers, per-emergent and mulch or any other amendment required for project.

B. Quality Assurance: Provide trees, shrubs, ground covers, and plants of quality, size, genus, species, and variety indicated, complying with applicable requirements of ANSI Z60.1 “American Standard for Nursery Stock.” Materials that do not meet the afore mentioned requirements may be rejected.

C. Special Warranty: Warrant trees, shrubs and ground covers for a period of one year after date of Substantial Completion, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, abnormal weather conditions unusual for warranty period, or incidents which are beyond Contractor’s control.

1. Remove and replace any unhealthy and dead trees and shrubs within the warranty period.

D. Maintain and establish lawns by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations to produce a uniformly smooth lawn for not less than the following:

1. Sodded Lawns: 30 days after date of Substantial Completion.

1.2 PRODUCTS

A. Trees and Shrubs: Well-shaped, fully branched, healthy, vigorous nursery-grown stock of sizes and grades indicated, free of disease, insects, eggs, larvae, and defects, conforming to ANSI Z60.1.

1. Provide balled and burlapped trees and shrubs (as per plans), or
 2. Provide container grown trees and shrubs (as per plans).
- B. Ground Covers and Plants: established and well rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size indicated.
- C. Sod: Certified turf-grass sod complying with ASPA specifications for machine-cut thickness, size, strength, moisture content, and mowed height, and free of weeds and undesirable native grasses. Provide viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.
1. Species: Provide sod of grass and species and varieties, proportions by weight, and minimum percentages of purity, germination, and maximum percentage of weed seed as indicated.
- D. Garden Soil: ASTM D 5268, pH range of 5.5 to 7, 4 percent organic material minimum, free of stones 1 inch (25 mm) or larger in any dimension, and other extraneous materials harmful to plant growth.
1. Planting mix: Equal parts of sharp sand, peat moss and composted bark.
- E. Lime: ASTM C 602, Class T, agricultural limestone. Add 1,000 – 2,000 lbs/acre as required according to soil sample.
- F. Peat Humus: Finely divided or granular texture, with a pH range of 6 to 7.5 composed of partially decomposed moss peat (other than sphagnum), peat humus or reed-sedge peat.
- G. Sawdust or Ground-Bark Humus: Decomposed, nitrogen-treated, of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
- H. Bone meal: Commercial, raw, finely ground; minimum of 4 percent nitrogen and 20 percent phosphoric acid. Regulate Ph as needed via soil sample.
- I. Superphosphate: Commercial, phosphate mixture, soluble; minimum of 20 percent available phosphoric acid. Regulate Ph as needed via soil sample.
- J. Lawn fertilizer: Once lawn is established, apply 1-1-1 commercial grade quick release fertilizer. Apply according to manufacturer's recommendations.
- K. Planting bed fertilizer: Osmacote classic 13-13-13 month longevity or Siera Tabs at planting. Apply in accordance to manufacturer's specifications.

- L. Pre-emergent Herbicide: FreeHand, Barricade G, Pendulum 2G, or Snapshot. Apply according to manufacturer's recommendations for pre and post planting.
- M. Organic Mulch: Organic mulch, free from deleterious materials and suitable as a top dressing, consisting of shredded hardwood bark, wood or bark chips.

1.3 EXECUTION

- A. Garden Soil Preparation: Before mixing, clean topsoil of roots, plants, sods, Stones, clay lumps, and other extraneous materials harmful to plant growth. Mix soil amendments and fertilizers with topsoil at rates indicated.
- B. Lawn Planting Preparation (Disturbed): Loosen subgrade to a minimum depth of 6 inches (150 mm). Remove stones larger than 1-1/2 inches (38 mm) in any dimension and sticks, roots, rubbish, and other extraneous materials.
 - 1. Incorporate topsoil soil mixture into existing soil depth required to meet thickness, grades, and elevations shown, after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen.
 - 2. Till surface soil to a depth of at least 6 inches (150 mm). Apply soil amendments and initial fertilizers and mix thoroughly into top 6 inches (150 mm) of soil. Trim high areas and fill depressions. Till soil to a homogenous mixture of fine texture.
- C. Lawn Planting Preparation (Undisturbed): Where lawns are to be planted in areas unaltered or undisturbed by excavating, grading or surface soil stripping operations, remove and dispose of existing grass, vegetation, and turf.
 - 1. Till surface soil to a depth of at least 6 inches (150 mm). Apply soil amendments and initial fertilizers and mix thoroughly into top 6 inches (150 mm) of soil. Trim high areas and fill in depressions. Till soil to a homogenous mixture of fine texture.
- D. Moisten prepared lawn areas before planting when soil is dry and allow surface to dry before planting.
- E. Ground Cover and Plant Bed Preparation: Loosen subgrade of planting bed areas to a minimum depth of 6 inches (150 mm). Remove stones larger than 1-1/2 inches (38 mm) in any dimension and sticks, roots, rubbish, and other extraneous materials.
 - 1. Spread planting soil mixture to depth required to meet thickness, grades, and elevations shown, after light rolling and natural settlement. Place approximately ½ the thickness of planting soil mixture required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil mixture.

- F. Excavation for Trees and Shrubs: Excavate pits with vertical sides and with bottom of excavation slightly raised at center to assist drainage. Excavate approximately 1-1/2 times as wide as ball diameter and deep enough to allow placing of root ball on a setting layer of planting soil. Loosen hard subsoil in bottom of excavation.
- G. Planting Trees and Shrubs: Set stock plumb and in center of pit or trench with top of ball raised above adjacent finish grade.
1. Place a setting layer of compacted planting soil.
 2. Remove burlap and wire baskets from tops of balls and partially from sides, but do remove from under balls. Do not use planting stock if ball is cracked or broken before or during planting operation.
 3. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets.
 4. Dish and tamp top of backfill to form a 3-inch (75 mm) high mound around the rim of the pit. Do not cover top of root ball with backfill.
- H. Tree and Shrub Pruning: Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Do not cut tree leaders; remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character. Shrub sizes indicated are size after pruning.
- I. Planting Ground Cover and Plants: Plant spacing according to plan, unless otherwise indicated. Dig holes large enough to allow spreading of roots, and backfill with planting soil. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- J. Planting Bed Fertilizer: Install per manufacturer's recommendations.
- K. Pre-Emergent Herbicide: Install per manufacturer's recommendations.
- L. Mulching: Completely cover area to be mulched. Apply mulch and finish level with adjacent finish grades. Do not place mulch against trunks or stems.
1. Mulch Type and Thickness: Shredded pine straw (bag mulch), 4 inches (100 mm) thick as indicated on drawings. All mulch shall be debris and weed free.
- M. Sodding Lawns: Lay sod to form a solid mass with tightly fitted joints within 24 hours of stripping. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and

adjacent grass.

1. Anchor sod on slopes exceeding 1:6 with wood pegs spaced as recommended by sod manufacturer.
2. Saturate sod with fine water spray within 2 hours of planting. During first week, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches (38 mm) below the sod.

N. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

MOBILIZATION

1.1 DESCRIPTION

This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project site; the establishment of facilities necessary for the work on the project; the costs of bonds and any required insurance; and other preconstruction expenses necessary for start of the work, excluding the cost of construction materials. All on-site staging shall receive permission from the Owner and shall occur within the designated limits of work. Any off site staging to be done at the Contractor's discretion.

CLEARING AND GRUBBING

1.1 DESCRIPTION

This work consists of required clearing, grubbing, removing and disposing of vegetation and debris within the limits of work, except such items that are designated to remain or to be removed under other items. The Contractor shall determine the type of equipment and machinery to best perform the work.

This work consists of removing existing turf, cutting trees, logs, brush, stumps and debris; excavating and removing stumps, roots, submerged logs, snags, and other vegetative or objectionable material; disposing of removed material and cleaning the area. Material that is not salvaged will be the property of the Contractor and disposed of off-site.

LANDSCAPE IRRIGATION

1.1 DESCRIPTION OF WORK

- A. Furnish all labor, materials, equipment and services necessary for the complete installation of landscape irrigation systems to provide 100% coverage of the landscape areas identified on the plans as specified. The work includes, but is not limited to:

1. Trenching, backfill and compaction for irrigation lines.
2. Automatically controlled landscape irrigation system: Backflow prevention; water tap; water meter; pressure regulator; drain valves; and isolation gate valves; piping and sleeves under paving and sidewalks, repair of paving, main and lateral lines; electrical valves and wiring, valve boxes and controllers; sprinklers, couplings, connectors and fittings.
3. Test all systems and make operative.
4. Submit Record Drawings
5. One-year Guarantee Period

1.2 QUALITY CONTROL

- A. Installer Qualifications: Firms experienced in the successful installation of a minimum of five projects within the past five years similar in scope, quality, and contract value to that indicated for this project. Firm shall have sufficient manpower, equipment and financial resources to complete the Work of the Section.
- B. The Owner and the Landscape Architect reserve the right to reject any and all materials and workmanship which they deem to be not in accordance with the Specifications. Rejected materials and work shall be removed from the site immediately and replaced with that of the specified quality.
- C. Applicable Standards:
 - ASTM
 - D2241-Poly (Vinyl Chloride)(PVC) Plastic Pipe, SDR/PR, Class 200 and 160.
 - D1785-Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedule 40.
 - D2464-Poly (Vinyl Chloride)(PVC) Plastic Pipe Fittings, Threaded, Schedule 40.
 - D2466-Poly (Vinyl Chloride)(PVC) Plastic Pipe Fittings, Socket Type, Schedule 40.
 - D2564-Solvent Cements for Poly (Vinyl Chloride)(PVC)Plastic Pipe and Fittings.
- D. Applicable Codes:
 1. Most current edition of Uniform Plumbing Code.
 2. Applicable Building Code.
 3. All applicable local codes and ordinances.
 4. National Electrical Code.
 5. Should specification's requirements differ from local requirements, consider Contract Document requirements to be minimum acceptable and comply with and more stringent local requirements.
- E. Permits and Fees:
 1. Obtain all permits and pay required fees to any agency having jurisdiction over the work.

2. Arrange inspections required by local ordinances during the course of construction.
3. Upon completion of the work, furnish satisfactory evidence to show that all work has been installed in accordance with the ordinances and code requirements.

F. Testing:

1. Perform testing and inspections required by specifications and by regulating authorities.
2. Give 24 hours notice that such tests are to be conducted.

1.3 SUBMITTALS:

A. Product Data: Include pressure rating, rated capacity, settings, and electrical data of selected models for the following:

1. Valves. Include aboveground; general-duty, manual and automatic control, and quick-coupler types.
2. Valve boxes.
3. Sprinklers.
4. Specialties. Include emitters, drip tubes, and other devices.

B. Record Drawings:

1. Prepare and submit a reproducible Record Drawing showing the complete layout of the main line pipe, valve locations, and all sprinkler head locations. Record Drawings shall also indicate and show all materials and manufacturer's name and catalog number and name.

1.4 SITE INSPECTION

- A. Become familiar with all site conditions.
- B. Locate all existing utilities prior to start of construction.
- C. Make necessary adjustments in the layout as may be required, 1) to connect to existing stubouts (should such stubs not be located exactly as shown) or 2) to work around existing work. Such adjustments shall make no increase in cost to the Owner.

1.5 PROTECTION OF EXISTING CONDITIONS

- A. Take necessary precautions to protect site conditions to remain.
- B. Should damage be incurred, repair the work to its original condition at no additional cost to the Owner.

1.6 PRODUCTS

1.7 PIPE AND FITTINGS:

- A. Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes will be permitted, but substitution of larger size may be approved. All pipe damaged or rejected because of defects shall be removed from the site at the time of said rejection.
- B. All Piping (3") three inches and larger will be equipped with gaskets.
- C. All fittings (3") three inches and larger will be equipped with gaskets.
- D. All piping downstream of electric valves sized (3) inches and smaller, shall be rigid unplasticized PVC 200 PSI working pressure extruded from virgin parent material of the type specified on the drawings. The pipe shall be homogenous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles and permanently marked with the manufacturer's name, material size, and schedule type. Pipe must bear NFS seal.
- E. All mainline piping and underground piping under continuous pressure shall be rigid unplasticized PVC-Class 200 PSI working pressure extruded from virgin parent material of the type specified on the drawings. The pipe shall be homogenous throughout and free from visible cracks, holes, and foreign materials, blisters, wrinkles and dents.
- F. All plastic fittings to be installed shall be molded fittings manufactured of the same material as the pipe and shall be suitable for solvent weld, slip joint ring tight seal, or screwed connections. NO fitting made of other material shall be used except as hereinafter specified.
- G. Slip fitting socket tapers shall be so sized that a dry unsoftened pipe end conforming to these special provisions can be inserted no more than halfway into the socket. Plastic saddle and flange fittings will not be permitted. Only schedule 80 pipe may be threaded.

1.8 SLEEVES

- A. All sleeves shall be Schedule 40 PVC or stronger. All sleeves are required at every crossing indicated on drawings. (Size noted)
- B. All sleeves shall be installed under proposed pavement areas prior to subgrade and base construction.
- C. Sleeves shall have a minimum horizontal separation of 18" and a maximum of twenty-four (24) inch clearance below bottom of curb.
- D. The location of all sleeves shown on the plans is schematic. The contractor shall make any adjustments necessary to accommodate existing vegetation, utilities, or other existing conditions.
- E. If the road crossings are designated as being bore locations the bore must be ample size to accommodate the size sleeve specified.

1.9 CONTROL SYSTEM:

- A. The automatic controller shall be made by the same manufacturer as valves. Model/product as per plans.
- B. Install a wireless weather station shut off device to override the control timer in the event of freeze or rain. Model/product as per plans.
- C. 120-volt power will be supplied by the Owner or General Contractor as part of the electrical panel installation.

1.10 CONTROL WIRE:

- A. Control wire shall be type UF, UL approved, for direct burial and shall be gauge 14 or larger solid core twisted wire. Manufacturer: Paige or approved equal.
- B. Joining of underground wires shall be made with watertight connectors in valve boxes. No splicing between boxes is acceptable. Only use 3M DBR/T-6 waterproof connectors.
- C. All wire connections in valve boxes.

1.11 IRRIGATION VALVES:

A. Zone Control Valves

- 1. Globe-type diaphragm valves of normally closed design, with PVC bodies and covers. Operation accomplished by means of an integrally mounted heavy-duty 24 volt AC solenoid complying with National Electrical Code, Class II Circuit, solenoid coil potted in epoxy resin within a plastic-coated stainless steel housing: Solenoids shall be completely waterproof, suitable for direct underground burial. Provide a flow stem adjustment in each valve.

1.12 VALVE BOXES:

- A. All valves shall be installed in thermoplastic valve access boxes of the size required to permit access to the valve. Valve boxes shall include black thermoplastic locking covers. Manufacturer- Ametek or approved equal.
- B. All valve boxes shall be installed on at least a two (2) cubic foot gravel base to provide foundation and drainage.
- C. All valve box elevations shall be ½" below finished grade.

1.13 THRUST BLOCKS:

- A. Place one cubic ft. of concrete for each inch of pipe diameter for thrust block. Thrust shall not allow vertical or horizontal movement of pipe in any direction unless

otherwise noted on design. Thrust blocking shall be provided on all piping (3) inch diameter and larger.

1.14 BACKFLOW PREVENTION:

A. As determined by municipality/ Local regulations. See plan.

1.15 PRESSURE REGULATOR:

A. As determined by Contractor.

1.16 EXECUTION

1.17 EXCAVATION AND BACKFILL:

- A. Trenches for pipe sprinkler lines shall be excavated of sufficient depth and width to permit proper handling and installation by any other method the Contractor may desire if approved by the Owner, pipe manufacturer, and Designer. The backfill shall be thoroughly compacted and evened off with the adjacent soil level. Selected fill dirt or sand shall be used if soil conditions are rocky. In rocky areas the trenching depth shall be two (2) inches below normal trenching depth to allow for the bedding. The fill dirt shall contain no lumps or rocks larger than three (3) inches. The top twelve (12) inches of backfill shall be topsoil, free of rocks, subsoil, or trash. Any open trenches or partially backfilled trenches left overnight or left unsupervised shall be barricaded to prevent undue hazard to the public space.
- B. The contractor shall backfill in six (6) inch compacted lifts as needed to bring the soil to its original density.

1.18 INSTALLATION OF PLASTIC PIPE:

- A. Plastic pipe shall be installed in a manner that permits expansion and contraction as recommended by the manufacturer.
- B. Plastic pipe shall be cut with a handsaw or hacksaw with the assistance of a square in sawing vice or in a manner so as to ensure a square cut. Burrs at cut ends shall be removed prior to installation so that a smooth unobstructed flow will be obtained.
- C. All plastic-to-plastic joints shall be solvent weld joints or slip seal joints. Only the solvent recommended for the pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer. The Contractor shall assume full responsibility for the correct installation.
- D. The joints shall be allowed to set at least twenty-four (24) hours before pressure is applied to the system on PVC pipe.

1.19 FLUSHING AND TESTING:

- A. After all new sprinkler piping and risers are in place and connected for a given section and all necessary division work has been completed and prior to the installation of sprinkler heads all control valves shall be opened and a full head of water used to flush out the system.
- B. Sprinkler main shall be tested under normal water pressure for a period of twelve (12) hours. If leaks occur, repair and repeat test. Give Landscape Architect forty-eight hours' notice prior to testing.
- C. Testing of the system shall be performed after completion of the entire installation and any necessary repairs shall be made at the Contractor's expense to put the system in good working order before final payment by the Owner.
- D. Adjustment of the sprinkler heads and automatic equipment will be done by the Contractor upon completion of installation to provide optimum performance. Minor adjustments during the guarantee period will be made by the Owner.
- E. After completion, testing, and acceptance of the system, the Contractor will instruct the Owner's personnel in the operation and maintenance of the system.

1.20 SUBSTANTIAL COMPLETION:

- A. Submit request for inspection for Substantial completion to the Landscape Architect at least forty-eight hours prior to anticipated date of inspection and testing (refer to Paragraph 3.3 TESTING, herin).
- B. Submit Record Drawings and Maintenance Manual to the Landscape Architect with request for inspection (refer to paragraph 3.4 FLUSHING AND TESTING, herin.)
- C. Review the work jointly with the Owner and Landscape Architect for substantial completion.
- D. Upon completion of repairs and replacements found necessary at the time of review the Owner and Landscape Architect will confirm the date of substantial completion of the work.
- E. The date of substantial completion will constitute the beginning date of the One-Year Guarantee.

1.21 GUARANTEE

- A. Guarantee all work, products, equipment, and materials for one (1) year, beginning at Date of Substantial Completion.

- B. During the period of the Guarantee, replace immediately, with no additional compensation, all work not functioning correctly; make adjustments as necessary to maintain complete coverage; make good any other damage, loss, destruction, or failure. Repairs and replacements shall be done promptly and at no additional cost to the Owner.
- C. Repair damage to grade, plants, and other work or property as necessitated due to irrigation defect, repairs, replacement or adjustment.
- D. If the replacement is not acceptable during or at the end of the Guarantee Period, the owner may elect either subsequent replacement or credit. Replacement products shall have a similar one-year guarantee from time of replacement.
- E. Guarantee applies to all losses with the exception of those due to Acts of God, vandalism, or Owner neglect, as determined by the Landscape Architect.

1.22 FINAL INSPECTION AND ACCEPTANCE:

- A. At end of Guarantee Period and upon request for inspection, jointly review all guaranteed work for Final Acceptance.
- B. Submit written request for inspection for Final Acceptance to the Landscape Architect at least two weeks prior to anticipated date of inspection; include list of work provisionally accepted and list of work replaced during Guarantee Period.
- C. Upon completion by the Contractor of all required repairs and replacements, the Owner and the Landscape Architect will confirm the date of Final Acceptance or the work.

ATTACHMENT 17

BIDDER CHECKLIST

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

PART I – BID DOCUMENTS

Attachment 1 – Bid Proposal

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

Addenda acknowledged by number in Paragraph 6 on Page 2-3 and Number 8 on Page 2-4 of the Bid Proposal Form ☐ Yes ☐ No

Attachment 2 – Statement of Qualifications

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

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

Attachment 3 – Work Experience ☐ Yes ☐ No

Attachment 4 – Non-Collusion Certificate

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

Attachment 5 – Debarment, Lobbying, and Non-Segregated Facilities Certificate

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

Attachment 6 - Conflict of Interest and Gratuities Statement

Conflict of Interest and Gratuities **signed** ☐ Yes ☐ No

Attachment 8 – Good Faith Efforts Report

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

Supporting information attached ☐ Yes ☐ No

Attachment 9 – Good Faith Efforts Statement

DBE Good Faith Efforts Statement completed, **signed and dated**

☐ Yes ☐ No

Supporting information attached

☐ Yes ☐ No

Attachment 10 – DBE Commitment and Confirmation Forms

DBE Commitment Form included for EACH DBE Firm

☐ Yes ☐ No

DBE Commitment and Confirmation Forms signed by **Bidder** on Page 1 and **signed and dated** by **Bidder** and **Sub-Contractor** on Page 4 (Submit all 4 pages)

☐ Yes ☐ No

Evidence of DBE certification attached? (Copy of DBE's letter of notice from certifying agency confirming certification and/or the certificate attached to the letter)

☐ Yes ☐ No

Attachment 11 – Sub-Contractor List

Sub-Contractor List (11-1 and 11-2) **signed and dated**

☐ Yes ☐ No

Name and contact information for each Sub-Contractor included

☐ Yes ☐ No

Statement of whether Sub-Contractor is a DBE or non-DBE included

☐ Yes ☐ No

Work divided between Bidder and Bidder's Sub-Contractors so that all work is fully assigned

☐ Yes ☐ No

Percentage of Work to be performed by DBE Firms identified

☐ Yes ☐ No

Bid Envelope or Container

Bidder's Mississippi Certificate of Responsibility on exterior

☐ Yes ☐ No

JMAA Project Name and Number on exterior

☐ Yes ☐ No

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