



Jackson Municipal Airport Authority

February 15, 2017

To whom it may concern:

The Jackson Municipal Airport Authority (JMAA) is seeking a written quote for the repair of a cinder brick wall that is located in the American Airlines Baggage Area on the First Level of the Jackson-Medgar Wiley Evers International Airport. See Attachment 3 for the damaged area of the wall and Attachment 4 for the location of the work. Contractor and personnel assigned to the work will be subject to a background check.

JMAA requires all contractors to 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 (Attachment 2, Paragraph 15), licenses & permits (Attachment 2, Paragraph 18.2), bonding, taxes, and every other thing of whatever nature necessary to fully perform in a first-class, workmanlike manner and in every respect complete the work described. Please note that Payment and Performance Bonds in the full contract amount are required only of the contract amount will exceed \$25,000.00. Written quotes should reflect these costs accordingly.

JMAA will hold a Pre-Submission Conference at **9:00 a.m. (central time) on February 22, 2017**, 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-Submission Conference is highly recommended for all those interested in submitting quotes as a Prime Contractors 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 and participation in a site visit of the area covered in the scope of work. **No site visits will be scheduled other than the one provided during the Pre-Submission Conference.**

JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT • HAWKINS FIELD

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Chairman

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Post Office Box 98109 • 100 International Drive • Suite 300 • Jackson, MS 39298-8109

Phone (601)939-5631 • FAX (601)939-3713 • <http://www.jmaa.com>

If you are interested in providing a quote for the work described above, please provide a written quote utilizing the Standard Form of Lump Sum Price Quotation (Attachment 1), and return it to my attention via email at cparker@jmaa.com, no later than **5:00 pm (central time) on March 3, 2017**. Thank you for your consideration of our request.

Thank you for your consideration of our request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chad G Parker", with a long horizontal flourish extending to the right.

Chad G Parker
Procurement Specialist

ATTACHMENT 1**Standard Form of Lump Sum Price Quotation****For the Repair of Cinder Brick Wall**

Location of Work	Hawkins Field Airport	
Labor (estimated hours x rate per hour):	Estimated Hours	
	Rate per Hour	\$
Total Labor		\$
Materials		\$
Equipment		\$
Other:		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Grand Total		\$

Disadvantaged Business Enterprise (DBE) Status (please check one):			
<input type="checkbox"/>	Certified Disadvantaged Business Enterprise	<input type="checkbox"/>	Minority/Women Business Enterprise
<input type="checkbox"/>	SBA8A	<input type="checkbox"/>	Non-DBE

The undersigned acknowledges that payment for the work will only be placed on JMAA's claims docket for payment following completion and acceptance of the work by JMAA.

Company Name:	
Signature:	
Printed Name:	
Title	
Phone Number	
Email Address	
Date:	

ATTACHMENT 2

JACKSON MUNICIPAL AIRPORT AUTHORITY STANDARD FORM OF CONSTRUCTION AGREEMENT

(Single Pay)

Contract # _____

This **STANDARD FORM OF CONSTRUCTION AGREEMENT** ("Agreement") is made by and between Jackson Municipal Airport Authority ("JMAA"), a municipal airport authority organized and existing under the laws of the State of Mississippi with an address of Suite 300, Main Terminal Building, Jackson-Medgar Wiley Evers International Airport, 100 International Drive, Jackson, Mississippi 39298, and CONTRACTOR NAME, a corporation with its principle place of business located at CONTRACTOR ADDRESS ("Contractor").

JMAA desires to cause the performance, and Contractor desires to perform, the work ("Work") described on Exhibit "A". In recognition of the foregoing recitals, and in consideration of the mutual promises and covenants set forth in this Agreement, JMAA and Contractor agree as follows.

1. The Work of this Agreement.

- 1.1. Contractor shall provide and perform the Work described on Exhibit "A" to this Agreement. The Work includes all work specifically set forth in Exhibit "A" and further includes everything reasonably inferable, necessary or customary for the proper execution, functioning, connection and completion of the work described on Exhibit "A".
- 1.2. 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 in a first-class, workmanlike manner and in every respect complete the Work.
- 1.3. Contractor shall perform the Work in strict accordance with the requirements of this Agreement. Contractor shall not make changes in the Work without the written consent of JMAA, utilizing JMAA's currently approved Change Order Form P-CO-1 (reference Exhibit C), which consent shall be obtained prior to performing or utilizing such deviations. Any deviations not properly approved and authorized shall be considered defective.
- 1.4. Contractor shall keep the site of the Work 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 site of the Work all waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.

JMAA Contract: _____

CONTRACTOR NAME

Repair of Cinder Brick Wall

Attachment 2

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- 1.5. JMAA reserves the right to increase or decrease the scope of the Work performed by Contractor hereunder. An appropriate increase or decrease in the Contract Sum and/or Contract Time shall be made for all such changes in the Work.

2. **Administration of Agreement.**

- 2.1. JMAA's Project Manager 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 requirements of this Agreement.
- 2.2. JMAA 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 performance of the Work.
- 2.3. JMAA may reject any Work which does not conform to the requirements of this Agreement.
- 2.4. Whenever JMAA considers it necessary or advisable for implementation of the intent of the requirements of this Agreement 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 JMAA'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 this Agreement.

3. **Contractor's Warranty.**

- 3.1. 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, 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.
- 3.2. Contractor agrees to promptly perform maintenance, make repairs, replace, correct, or otherwise remedy any defective Work without cost to JMAA.
- 3.3. Contractor's guarantees and warranties shall extend for a period of one (1) year after final payment to Contractor.

4. **Contract Time.**

4.1. Contractor shall commence the Work following a Notice to Proceed setting the date of commencement, issued by JMAA's Procurement Department, no fewer than five (5) business days prior to the date of commencement, and will have thirty (30) calendar days to complete the work in accordance with the terms of the Agreement or until this Agreement is terminated.

4.2. 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.

5. **Contract Sum.** Subject to adjustments for changes in the Work authorized by JMAA, JMAA shall pay Contractor in current funds for Contractor's performance of the Work the Contract Sum shown on Exhibit "A".

6. **Final Payment.**

6.1. JMAA will make payment of the Contract Sum to Contractor when (1) Contractor has fully performed the Work, and (2) the Work has been accepted by JMAA, except for Contractor's responsibility to perform warranty repairs.

6.2. Invoices must be supported by a complete, executed JMAA Project/Contract Reporting Form, attached as Attachment B to this Agreement.

6.3. Payment shall be due and payable by JMAA not more than forty-five (45) days after satisfaction of the foregoing requirements.

6.4. Acceptance of payment by 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.

6.5. Neither payment nor partial or entire use of the Work, shall be construed as acceptance of defective, incomplete or nonconforming Work and Contractor shall remain responsible and liable for full performance of the Work in strict compliance with the requirements of this Agreement.

7. **Contractor's Representations.** Contractor represents, warrants and covenants to JMAA as follows:
- 7.1. Contractor currently has all permits, licenses, qualifications and certificates necessary for the performance of the Work.
 - 7.2. Contractor is knowledgeable of all federal, state and local laws, codes, rules and regulations applicable to the Work and shall comply with said laws, codes, rules and regulations.
 - 7.3. Contractor is experienced and fully qualified to perform the Work.
8. **Subcontractors.** Contractor may enter into subcontracts with Subcontractors for Work to be performed by Contractor pursuant to this Agreement. Each Subcontractor shall be subject to the prior, written approval of JMAA, which approval shall not be arbitrarily withheld.
- 8.1. Contractor shall bind each and every Subcontractor to each of the terms and conditions of this Agreement, including, without limitation, the nondiscrimination, indemnification, insurance requirements and non-assignment provisions of this Agreement and provide JMAA with documentation.
 - 8.1.1. Contractor shall provide JMAA with fully executed copies of all direct, and lower tier subcontracts associated with the Work of the Agreement.
 - 8.2. 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.
 - 8.3. No other persons or entities may be used in substitution of the identified Subcontractors without the prior, written consent of JMAA. The contractor shall utilize the specific DBEs listed in Exhibit D to perform the work and supply the materials for which each is listed unless the contractor obtains JMAA written consent; and that, unless JMAA consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
 - 8.4. 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.

- 8.5. 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.
- 8.6. Contractor shall comply with the following with respect to each Subcontractor:
- 8.6.1. 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.
 - 8.6.2. Contractor agrees to pay each Subcontractor for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment Contractor receives from JMAA. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from JMAA. This Section applies to both DBE and non-DBE subcontractors.
 - 8.6.3. Contractor shall release any retainage withheld from a Subcontractor within ten (10) days of satisfactory completion of the Subcontractor's Work.
 - 8.6.4. Contractor shall not require greater insurance coverages from any of its Subcontractors or proposed Subcontractors than required of Contractor by JMAA under Section 15 of this Agreement.
- 8.7. Contractor shall verify that all Subcontractors and any other persons providing Work under this Agreement are properly qualified and licensed to provide such Work wherever performed and, in particular but not as a limitation, are properly qualified and licensed in compliance with the laws, codes, rules, regulation, directives, orders and requirements of the State of Mississippi.
9. **Gratuities and Compensation.** 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 will be cause for immediate termination of this Agreement. 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.
- 10. Non-Discrimination.**
- 10.1. 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.

10.1.1. This provision binds the Contractor and sub tier 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.

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

10.2.1. 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.

10.2.2. 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. 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 JMAA deems appropriate, which may include, but is not limited to withholding monthly progress payments; and/or disqualifying the contractor from future bidding as non-responsible.

10.2.3. 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.

10.2.4. 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.

10.2.5. 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:

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

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

10.2.6. Incorporation of Provisions. The Contractor will include the provisions of subparagraphs one through six (10.2.1 through 10.2.6) 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.

10.3. 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:

10.3.1. 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);

10.3.2. 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);

10.3.3. 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);

10.3.4. 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;

- 10.3.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 10.3.6. 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);
- 10.3.7. 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);
- 10.3.8. 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;
- 10.3.9. 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);
- 10.3.10. 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;
- 10.3.11. 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);
- 10.3.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

11. **Fair Labor Standards Act.** 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.

11.1. 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.

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

13. **Termination or Suspension.**

13.1. JMAA may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, for the convenience of JMAA or for the failure of Contractor to fulfill its contractual obligations under this or any other agreement between JMAA and Contractor. Upon receipt of such notice, Contractor shall: immediately discontinue all Work (unless the notice directs otherwise), deliver to JMAA all copies of reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing this Agreement, whether completed or in process, and assign to JMAA any subcontracts, purchase orders, or other agreements which JMAA may request.

13.2. If the termination is for the convenience of JMAA, an equitable adjustment in the compensation of Contractor shall be made, but no amount shall be allowed for anticipated profit or unperformed Work.

13.3. If the termination is due to the failure of Contractor to fulfill its contractual obligations, JMAA may take over the Work and prosecute the same to completion by contract or otherwise and JMAA shall be compensated by Contractor for all losses or costs JMAA incurs by virtue of such termination for failure to perform. Notwithstanding the foregoing, Contractor shall not be relieved of liability to JMAA for damages sustained by JMAA by virtue of any breach of this Agreement by Contractor, and JMAA may withhold any payments which may be due to Contractor for the purpose of setoff until such time as the exact amount of damages due JMAA from Contractor is determined.

13.4. JMAA may, without cause, order Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as JMAA may determine. An

appropriate adjustment shall be made for increases in the cost of performance of the Work caused by said suspension, delay or interruption. Notwithstanding the foregoing, no adjustment shall be made to the extent that (1) performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible, or (2) an equitable adjustment is made or denied under another provision of this Agreement.

14. **Contractor Indemnity.** Contractor shall indemnify, defend, hold 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.
15. **Insurance.** 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:
 - 15.1. Commercial general liability insurance of not less than \$1,000,000.00 each occurrence for bodily injury and property damage and \$1,000,000.00 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.
 - 15.2. Comprehensive business automobile liability insurance, including hired and non-owned vehicles, with a combined single limit of not less than \$1,000,000.00, covering bodily injury and property damage.
 - 15.3. Statutory worker's compensation coverage with employer liability limits of \$500,000.00 each accident, \$500,000.00 disease policy limit and \$500,000.00 disease each employee.
 - 15.4. Payment and Performance Bonds in the full amount of the contract ONLY if the amount of the contract exceeds \$25,000.00. JMAA will provide the required forms for the Bonds at the time of acceptance of a quote.
 - 15.5. 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.

- 15.6. All insurance policies shall be issued by an insurance company or companies licensed to do business in the State of Mississippi, shall contain a waiver of subrogation in favor of JMAA, and shall name JMAA as additional insured.
- 15.7. Before performing any Work, pursuant to this Agreement, Contractor shall deliver to JMAA a Certificate(s) of Insurance, evidencing that the above identified insurance coverages are in force.

16. Safety and Security.

- 16.1. Contractor shall observe all safety requirements of JMAA relating to the Airport, as in effect from time to time, and shall take such steps and actions as may be necessary or directed by JMAA to ensure that all officers, employees, representatives, invitees and guests of Contractor observe such requirements. JMAA shall review the Contractors safety plan.
- 16.2. Contractor shall observe all security regulations, as in effect from time to time, with respect to 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.
- 16.3. 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.

17. Dispute Resolution.

- 17.1. If JMAA and Contractor litigate or arbitrate any claim under this Agreement, the non-prevailing party in such proceedings shall pay the prevailing party's reasonable attorneys' fees and expenses.
- 17.2. 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.

18. General Provisions.

- 18.1. Contractor shall, at all times, be regarded as an independent contractor and shall at no time act as agent for JMAA. Nothing contained herein 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 herein, 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 herein shall be deemed or construed to create a contractual relationship of any kind between JMAA and any subcontractor or sub-subcontractor or supplier.
- 18.2. Contractor 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.
- 18.3. All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement; said exhibits are incorporated by reference into this Agreement as fully as if repeated herein verbatim.
- 18.4. 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.
- 18.5. 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.
- 18.6. Payments due and unpaid under the Contract shall bear interest in accordance with the terms of and at the legal rate specified in § 31-5-25, Mississippi Code of 1972, as amended, supplemented or replaced from time to time.
- 18.7. 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.
- 18.8. 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.

- 18.9. JMAA and Contractor incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.
- 18.10. Whenever this Agreement calls for the approval or consent of JMAA, such approval or consent shall be given in writing by JMAA's Chief Executive Officer and, unless specifically stated to the contrary, such approval or consent shall be made by JMAA in its sole discretion and determination.
- 18.11. 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.
- 18.12. 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.
- 18.13. 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.
- 18.14. This Agreement shall not be construed or interpreted in favor of or against JMAA or Contractor on the basis of draftsmanship or preparation hereof.
- 18.15. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

[SIGNATURE PAGE FOLLOWS]

This Agreement is entered into as of the last date of execution by JMAA and Contractor.

JACKSON MUNICIPAL AIRPORT AUTHORITY

Date: _____
Carl D. Newman, A.A.E., Chief Executive Officer

Contractor Company Name

Date: _____
Name, Title

EXHIBIT A

Location: American Airlines Baggage Area on the First Level of the Jackson-Medgar Wiley Evers International Airport
Reference Attachment

JMAA Project Manager: Garry Montgomery, Maintenance Manager
Cell Phone Contact: 601-503-0284
Email Address: gmontgomery@jmaa.com

Work to be Performed: Contractor will provide labor and materials to perform the following:

1. Demolition of materials from work area
2. Remove and dispose of all demolition debris in a certified landfill
3. Reassemble cinder block wall using lockwire
 - 3.1. Reinforce wall by backfilling each block cell with concrete
4. Maintain a clean and safe working area.

Approved Sub Contractors: Exhibit is an image of the current worksite.

1. _____

2. _____

3. _____

Contract Sum:

Services to be Completed: No later than thirty (30) calendar days following Notice to Proceed issued by JMAA's Procurement Department.

EXHIBIT B

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 _____			

EXHIBIT C

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

Form Identifying No.
P-CO-1

Effective Date:
10/1/2016

JMAA Contract: CONTRACTOR NAME
 Repair of Cinder Brick Wall
 Exhibit C
 Page 1 of 1

EXHIBIT D

JACKSON MUNICIPAL AIRPORT AUTHORITY DISADVANTAGED BUSINESS ENTERPRISES (DBE) UTILIZATION PLAN
FOR RESPONDENTS TO REQUEST FOR QUOTES FOR
SECURITY CAMERA SYSTEM

JMAA PROJECT NO: PROJECT DBE GOAL: %

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

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

Firm Name Contact Person Phone Email	Certifying Agency and Approved NAICS Code(s)	Description of Type of Work to Be Performed on this Project
Prime Respondent Authorized Signature :		Date:
Prime Respondent Printed Name:		

ATTACHMENT 3

Front View



JMAA Contract:

CONTRACTOR NAME

Repair of Cinder Brick Wall

Attachment 3

Page 1 of 2

Side View



ATTACHMENT 4

Location of Work

