



*Jackson  
Municipal  
Airport  
Authority*

INFORMATION FOR BIDDERS  
FOR CONSTRUCTION AND RELATED SERVICES  
IN CONNECTION WITH  
THE MAINTENANCE FACILITY ROOF REPLACEMENT AT THE  
JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT  
JMAA PROJECT NO. 017-17  
MARCH 22, 2017

Jackson Municipal Airport Authority  
100 International Drive, Suite 300 (39208)  
Post Office Box 98109  
Jackson, Mississippi 39298-8109  
Telephone No.: (601) 939-5631, ext. 516  
Facsimile No.: (601) 939-3713  
E-Mail: [cparker@jmaa.com](mailto:cparker@jmaa.com)  
Attention: Chad G Parker  
Procurement Specialist

## **TABLE OF CONTENTS**

<b>DESCRIPTION</b>	<b>PAGE NO.</b>
Advertisements for Bids	2
Instructions to Bidders	5
Bidder Checklist	Attachment 1
Bid Proposal Form	Attachment 2
Bid Bond Form	Attachment 3
Statement of Qualifications	Attachment 4
Non-Collusion Certificate	Attachment 5
Certificate Regarding Debarment, Lobbying and Non-Segregated Facilities	Attachment 6
Guidelines for DBE Participation	Attachment 7
Sub-Contractor List	Attachment 8
DBE Commitment and Confirmation Form	Attachment 9
Good Faith Efforts Report	Attachment 10
Contract Reporting Form	Attachment 11
Conflict of Interest and Gratuities	Attachment 12
Form of Agreement	Attachment 13
Performance Bond Form	Attachment 14
Payment Bond Form	Attachment 15
Specifications	Attachment 16

**ADVERTISEMENT FOR BIDS FOR  
CONSTRUCTION AND RELATED SERVICES  
IN CONNECTION WITH  
THE MAINTENANCE FACILITY ROOF REPLACEMENT AT THE  
JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT  
JMAA PROJECT NO. 017-17**

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 April 21, 2017** (the "Bid Deadline"), for construction and related services in connection with the Maintenance Facility Roof Replacement 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 April 21, 2017** (the "Bid Opening"), in the Staff Conference Room, Third Floor of the Main Terminal Building, Suite 300 at JAN.

The outside or exterior of each bid envelope or container of the bid must be marked with the bidder's Mississippi Certificate of Responsibility Number or write that the bid does not exceed \$50,000.00 and with the wording: "Maintenance Facility Roof Replacement, JMAA Project No. 017-17." 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 invites Bidders and their authorized representatives to be present at the Bid Opening.

JMAA will award the Work to the lowest and best 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.

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

Jackson-Medgar Wiley Evers International Airport  
100 International Drive, Suite 300  
Jackson, Mississippi 39208  
Telephone: (601) 939-5631  
Email Address: cparker@jmaa.com  
Attention: Chad G Parker, C.P.M.  
Procurement Specialist

Bid Documents may be picked up, shipped, or emailed to the person making the request.

The contact for **all** questions and submittal of Bids and required forms is Mr. Chad G Parker, Procurement Specialist. **Mr. Parker can be contacted at [cparker@jmaa.com](mailto:cparker@jmaa.com) or 601-664-3516.**

JMAA will hold a Pre-Bid Conference at **10:00 a.m. Central Standard Time on April 5, 2017**, in the Community Room, 3<sup>rd</sup> Floor Mezzanine Level, at the Main Terminal Building at the Jackson-Medgar Wiley Evers International Airport, 100 International Drive, Jackson, MS 39208. Attendance at the Pre-Bid Conference is highly recommended for all those interested in submitting bids as a Prime Contractor for the Work and persons seeking opportunities to provide work as a Sub-Contractor. The benefits of attendance include networking opportunities between Prime Contractors and Sub-Contractors, as well as the opportunity to be on a list of contacts that will be published to interested parties as part of the minutes from the Pre-Bid Conference; review of the plans and specifications; and a site visit of the area covered in the scope of work. **No site visits will be scheduled other than the one provided during the Pre-Bid conference.**

JMAA reserves the right to amend the plans and specifications for the Work by Addendum issued before the Bid 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 (<http://jmaa.com/rfqrfb-center/>). JMAA will also endeavor to deliver a copy of each Addendum, to all persons on record with JMAA as receiving a copy of the Information for Bidders, via email.

JMAA has established a DBE participation goal of **10%** for the Work solicited by this RFB.

JACKSON MUNICIPAL AIRPORT AUTHORITY

DATE: March 22, 2017

\_\_\_\_\_  
/s/ Carl D. Newman, A.A. E.  
Carl D. Newman, A.A. E., Chief Executive Officer

**Publications:**

The Clarion-Ledger	March 22, 2017 and March 29, 2017
Rankin County News	March 22, 2017 and March 29, 2017
La Noticia MS	March 22, 2017 and March 29, 2017
The Jackson Advocate	March 23, 2017 and March 30, 2017
Mississippi Link	March 23, 2017 and March 30, 2017

**Website Publications:**

Mississippi Procurement Technical Assistance Program	<a href="http://www.msipc.com">http://www.msipc.com</a>
--	---

## INSTRUCTIONS TO BIDDERS

1. **Definitions.** The following terms have the following meanings where used in the Bid Documents. Terms defined in the singular shall have the same meaning when used in the plural and vice versa.
  - a) **Addendum.** A written or graphic instrument issued before JMAA makes an award to perform the Work that modifies or interprets the Bid Documents by additions, deletions, clarifications or corrections.
  - b) **Advertisement for Bids.** The Advertisement for Bids published on the following dates in the following publications: The Clarion-Ledger on March 22, 2017 and March 29, 2017, the Jackson Advocate on March 23, 2017 and March 30, 2017; the Mississippi Link on March 23, 2017 and March 30, 2017; The Rankin County News on March 22, 2017 and March 29, 2017; The La Noticia MS on March 22, 2017 and March 29, 2017; and the Mississippi Procurement Technical Assistance Program Website on March 22, 2017. A copy of the Advertisement for Bids appears at page i of the Instructions to Bidders.
  - c) **Agreement.** The written agreement between JMAA and Contractor pertaining to the Work in the form of **Attachment 13**, together with all amendments, modifications and supplements to the Agreement.
  - d) **Airports.** The Jackson-Medgar Wiley Evers International Airport (“JAN”) and Hawkins Field (“HKS”).
  - e) **Bid.** A complete and properly signed Bid Proposal, together with all information and data required by the Bid Documents to be submitted in connection with a Bid.
  - f) **Bid Bond.** Bid Security in the form of **Attachment 3**.
  - g) **Bid Deadline.** The day and time specified in the Advertisement for Bids or, as applicable, any Addendum, as the deadline for receipt of Bids. The time of record of all Bids received shall be determined by the time clock at the front desk of the Main Terminal Building at JAN.
  - h) **Bid Documents.** The set of documents titled "Information for Bidders for Construction and Related Services in Connection with the Maintenance Facility Roof Replacement (JMAA PROJECT NO. 017-17)" which includes, without limitation, the Advertisement for Bids, the Instructions to Bidders, all Exhibits attached hereto, all Addenda, all Plans and all Specifications.
  - i) **Bid Opening.** The day and time specified in the Advertisement for Bids, or, as applicable, any Addendum, that JMAA will publicly open and read aloud all Bids.

- j) **Bid Proposal.** The written document included as **Attachment 2** to the Instructions to Bidders that must be completed and **signed** by Bidder and submitted to JMAA as part of the Bid.
- k) **Bid Security.** A Bid Bond in the form of **Attachment 3** or a certified check, one of which must be included with each Bid.
- l) **Bidder.** Any individual, partnership, corporation, Limited Liability Company or other business entity that submits a Bid to JMAA for the Work.
- m) **Business Day.** A day other than Saturday, Sunday or any legal holiday of the State of Mississippi.
- n) **Contact for JMAA.** The contact for all questions and submittal of Bids and required forms is Mr. Chad G Parker, Procurement Specialist. Mr. Parker can be contacted at [cparker@jmaa.com](mailto:cparker@jmaa.com) or 601-939-5631 ext. 516.
- o) **Contract Documents.** The Advertisement for Bids, the Information for Bidders, the Bid, the Bid Documents, the Agreement (and all Exhibits and documents listed in the Agreement), Drawings, Plans, Specifications, General Provisions, Special Provisions, addenda issued prior to the execution of the Agreement and Modifications issued after the execution of the Agreement.
- p) **Contractor.** The individual, partnership, corporation, Limited Liability Company or other business entity that is awarded the Work and executes the Agreement with JMAA.
- q) **DBE.** For the purpose of this document, firms certified as Disadvantaged Business Enterprises ("DBEs") by the Mississippi Unified Certification Program ("MUCP") i.e. Jackson Municipal Airport Authority ("JMAA") and the Mississippi Department of Transportation ("MDOT"); firms certified as Minority Owned 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
- r) **DBE Commitment and Confirmation Form.** The commitment in the form of **Attachment 9** to be completed and **signed** by each Bidder **and** each DBE Sub-Contractor it proposes to use for any portion of the Work.
- s) **DBE Participation Goal.** The goal which JMAA has set for participation in the Work by DBEs is **10%**. Additional information may be found in **Attachment 7**.
- t) **FAA.** The Federal Aviation Administration ("FAA"), an operating administration of the United States Department of Transportation ("USDOT").

- u) **Good Faith Efforts.** 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. For additional information, reference Attachment 7, JMAA Guidelines for DBE Participation and Required Contract Provisions, Paragraph E, 2.
- v) **Good Faith Efforts Report.** The report in the form of **Attachment 10** to be submitted and **signed** by each Bidder as evidence of the Bidder's good faith efforts towards meeting the DBE Participation Goal.
- w) **HKS.** Hawkins Field Airport, a general aviation airport located in the City of Jackson, Hinds County, Mississippi.
- x) **Instructions to Bidders.** These Instructions to Bidders, including **Attachments 1** through **16**, including all Addenda and all Plans and Specifications.
- y) **JAN.** The Jackson-Medgar Wiley Evers International Airport, a commercial service airport located in the City of Jackson, Rankin County, Mississippi.
- z) **JMAA.** The Jackson Municipal Airport Authority, a political subdivision of the State of Mississippi organized by the City of Jackson, Mississippi under the Mississippi Airport Authorities Law, § 61-3-1 et seq., Mississippi Code 1972, as amended.
- aa) **MDOT.** The Mississippi Department of Transportation.
- bb) **Non-Collusion Certificate.** The certificate in the form of **Attachment 5** to be completed by each Bidder and submitted as part of the Bidder's Bid.
- cc) **Payment Bond.** A payment bond in the form of **Attachment 15** to be delivered by the Contractor with the executed Agreement.
- dd) **Performance Bond.** A performance bond in the form of **Attachment 14** to be delivered by the Contractor with the executed Agreement.
- ee) **Plans.** The drawings or other graphical representations showing JAN (or parts thereof) and the location, character, dimensions and details of the Work.
- ff) **Project Manager for JMAA.** The JMAA employee responsible for supervision and coordination of the Work on behalf of JMAA. The Project Manager for JMAA is Joyce Tillman, JMAA Engineer. JMAA will notify Consultant in writing of any change in the project via the Project Manager for JMAA.
- gg) **Specifications.** The written general provisions, technical specifications and other requirements for the Work included as part of the Bid Documents.



- hh) **Statement of Qualifications.** The certification of the Bidder's qualifications to perform the Work in the form of **Attachment 4** which each Bidder must **sign, notarize**, and submit as part of its Bid.
- ii) **TSA.** The Transportation Security Administration, an operating administration of the United States Department of Homeland Security.
- jj) **USDOT.** The United States Department of Transportation.
- kk) **Work.** The successful Bidder's obligations under the Agreement to perform construction and related services described in the Contract Documents.
2. **Description of Project.** The scope of work for this project consists of the demolition of the original roof system and installation of a new roof system at the Maintenance Facility Building located at JAN as further defined in **Attachment 16**.
3. **Term for the Work; Liquidated Damages.**
- 3.2. **Term.** The term for the Work will be ninety (90) consecutive calendar days from the date of issuance of a Notice to Proceed by or on behalf of JMAA.
- 3.3. **Liquidated Damages.** The Contractor shall commence the Work on the date specified in a Notice to Proceed issued by or on behalf of JMAA and shall achieve substantial completion of the Work not more than ninety (90) 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 Work within the time allowed, or any authorized extension of the time allowed, Contractor will be liable for agreed liquidated damages, and not as a penalty, in the amount of two-hundred dollars (\$200.00) per calendar day that the Work remains incomplete.
4. **Pre-Bid Conference.** JMAA will hold a Pre-Bid Conference at **10:00 a.m. Central Standard Time on April 5, 2017**, in the Community Room, 3<sup>rd</sup> Floor Mezzanine Level, at the Main Terminal Building at the Jackson-Medgar Wiley Evers International Airport, 100 International Drive, Jackson, MS 39208. Attendance at the Pre-Bid 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-Bid Conference.**
5. **Responsibilities of Bidder.** Before submitting its Bid, each Bidder is responsible for visiting JAN and becoming familiar with the nature and extent of the Work and any conditions that may in any way affect the Work and the labor, equipment, tools and the like required to perform the Work. Each Bidder is responsible for field verifying conditions, quantities and construction

difficulties. Each Bidder shall also thoroughly examine the Bid Documents, and other related documents, including without limitation all Addenda, to be informed of any and all conditions and requirements that may in any manner affect the Work. Failure to do so will not relieve Contractor of its obligation to perform the Work in accordance with the Contract Documents.

6. **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 must be in writing and delivered to Mr. Chad G Parker, Procurement Specialist by **3:00 p.m. central time on April 11, 2017**. Only interpretations, clarifications or corrections by Addendum issued by Mr. Chad G Parker, Procurement Specialist, shall be binding on JMAA and the Bidders.
7. **Questions and Requests for Additional Information.** Any questions regarding the Bid Documents or the scope of the project must be submitted in writing to Mr. Chad G Parker, Procurement Specialist. JMAA will not provide individual responses to any Respondent. JMAA will respond to all questions by Addendum. The deadline for submission of any questions to JMAA will be **3:00 p.m. central time on April 11, 2017**. Each question must specifically identify this RFB.
8. **Addenda.** If it becomes necessary to revise any aspect of this Request for Bids or to provide additional information to Bidders, JMAA will issue one or more Addenda by posting on JMAA's website (<http://jmaa.com/rfqrfb-center/>).
  - 8.2. 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.
  - 8.3. 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).
  - 8.4. Each Bidder is solely responsible for ensuring that it receives and understands all Addenda issued by JMAA.
  - 8.5. Each Bidder must **acknowledge receipt of all Addenda** on its Bid Proposal in the space(s) provided.
9. **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.

10. **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.
11. **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.
12. **Costs Incurred by Bidder Prior to Execution of an Agreement.** JMAA will not be responsible for any costs incurred by any Bidder in preparation of its Bid. Further, JMAA will not be responsible for any costs incurred by the selected Bidder under any agreement prior to the effective date of the Agreement.
13. **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.
14. **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 12** to this RFB will be grounds for rejection of the Respondent's Bid without review or consideration by JMAA.
15. **Bidding Procedures.**
- 15.1. **Bid Proposal.** Each Bidder must complete the Bid Proposal form (**Attachment 2**) and submit four (4) originals of the Bid Proposal to JMAA as part of its Bid. All blank spaces in the Bid Proposal must be completed. Bidder shall include the 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 BIDDER SUBMITTING THE LOWEST AND BEST LUMP-SUM BID.**
- 15.2. **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.
- 15.3. **Signature.** Each Bidder must **sign** all four (4) originals of its Bid Proposal.
- 15.4. **Subcontractors.** Each Bidder must identify its proposed subcontractors, including DBE and Non-DBE subcontractors, on the Subcontractor List (**Attachment 8**).

- 15.4.1. The Subcontractor List must allocate all significant portions of the Work among the Bidder and its proposed subcontractors.
- 15.4.2. The subcontractors shown in the Subcontractor List will be a material consideration in JMAA's determination of the lowest and best Bidder.
- 15.4.3. 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**).
- 15.4.4. A Bidder must submit a properly completed and **signed (by Bidder and each proposed DBE subcontractor or supplier)** DBE Commitment and Confirmation Form (**Attachment 9**) with their Bid.
- 15.4.5. The Bidder must submit a complete Good Faith Efforts Report (**Attachment 10**) with supporting documentation evidencing its good faith efforts towards meeting the DBE Participation Goal with its DBE Commitment and Confirmation Form with their Bid.
- 15.5. **Statement of Qualifications.** Each Bidder must provide the information requested in the Statement of Qualifications (**Attachment 4**) as part of its Bid. The Statement of Qualifications must be **signed and notarized**.
- 15.6. **Bid Security.** Each Bidder must include Bid Security in the amount of 5% of its Base Bid with its Bid Proposal. The Bid Security must be in the form of a Bid Bond conforming to **Attachment 3** or a certified or cashier's check made payable to JMAA. The Bid Security must be **signed** by the **Surety's Resident Agent**. The Bid Security guarantees:
  - 15.6.1. That Bidder will not withdraw its Bid for ninety (90) days after the Bid Deadline; and
  - 15.6.2. That Bidder will execute and enter into the Agreement (**Attachment 13**) if its Bid is determined by JMAA to be the lowest and best Bid submitted.
  - 15.6.3. JMAA will keep the Bid Security as liquidated damages if a Bidder withdraws its Bid within the ninety (90)-day period or fails to execute and deliver the Agreement to JMAA within ten (10) Business Days after tender of the Agreement by JMAA. All Bid Bonds shall be secured from an agency of a surety or insurance company, which agency shall have an established and duly licensed resident agent in the State of Mississippi (which resident agent must countersign any Bid Bond provided hereunder or any Payment or Performance Bond provided under the Contract Documents). Bid Security from the three (3) lowest and best Bidders shall be held by JMAA, without interest, until the contract is awarded and the lowest and best Bidder executes

and delivers the Agreement, the Payment and Performance Bond and all other documents required at the time of the execution of the Agreement to JMAA.

- 15.7. **Bid to be Enclosed in Envelope.** Each Bid Proposal, together with the Bid Security, the Statement of Qualifications, the Non-Collusion Certificate, the Debarment Certificate and all other required information to be submitted on the Bid Opening Date (see Bidder Checklist, **Attachment 1**), shall be enclosed in a sealed envelope or container. The Bidder must type or legibly write in ink its **Company Name and Mississippi Certificate of Responsibility Number** on the outside of the envelope or write that the bid does not exceed \$50,000.00. Bidder must also type or legibly write the phrase: "**Maintenance Facility Roof Replacement, JMAA Project No. 017-17**" 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.
- 15.8. **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.
16. **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.
- 16.1. 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.
17. **Disadvantaged Business Enterprises.** It is the policy of JMAA that Disadvantaged Business Enterprises as such term is used in this document have the maximum meaningful opportunity to participate in performance of the Work. The DBE participation goal requirements, with respect to DBEs and information to assist Bidders in meeting DBE participation goals and requirements are set forth in **Attachment 7** to the Instructions to Bidders. **JMAA has established a DBE participation goal of 10% for the Work solicited by this RFB.**

18. **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.
- 18.1. 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.
19. **Qualifications of Bidder.** In addition to such other information as may be required by the Instructions to Bidders, each Bidder shall include as a part of its Bid all information required by the Statement of Qualifications (**Attachment 4**). JMAA reserves the right to make such investigations as it deems necessary to establish the competency and financial stability of any Bidder to perform the Work. If, upon investigation, evidence of competency, quality of work (as evidenced by prior work for JMAA or others) or financial stability is not satisfactory in JMAA's sole judgment, JMAA reserves the right to reject the Bid of such Bidder.
20. **One Bid per Bidder.** JMAA will not consider more than one Bid from any one Bidder. If JMAA has reasonable grounds to believe that a Bidder is involved (as a prime) with more than one Bid for the Work, then all Bids in which that Bidder is believed to be involved will be rejected. Any or all Bids will be rejected if there is reason to believe that collusion or other agreements in restraint of free and competitive bidding exist among the Bidders and no participant in such collusion will be considered in future Bids for the Work. Each Bidder must complete, **sign, notarize** and submit the Non-Collusion Certificate (**Attachment 5**) with its Bid.
21. **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.
22. **Evaluation of Bids.** Only those Bids timely received, in proper form and meeting all qualifications will be considered. Bids for the Work will be evaluated as the Base Bid being the priority for determination of the low bidder. If alternates are included in the RFB and the Base Bid has not exceeded the established budget then the Base Bid plus Alternates will determine the low bid following the order of Priority established in Section 23, 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.

23. **Alternates.** There are no alternate request for this RFB.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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 or DBE Commitment and Confirmation Form, fails to meet JMAA's DBE goals or fails to document its good faith efforts to comply with JMAA's DBE goals, or the Bid is in any way incomplete or irregular.**

29. **Amendments to Bid Documents.** JMAA reserves the right to amend the Bid Documents at any time prior to the Bid Opening without the need to re-advertise for Bids or to extend or postpone the date and time of such Bid Opening. JMAA will not, however, issue any Addendum later than five (5) Business Days before the Bid Deadline, except as provided in Paragraph 8(i). Certificates of Responsibility. As required by Sections 31-3-1, 31-3-15 and 31-3-21 of the Mississippi Code of 1972, as amended, each Bidder must have a valid and appropriate Certificate of Responsibility issued by the Mississippi State Board of Contractors as of the Bid Deadline to submit a Bid for the Work if the Bid will exceed \$50,000. Furthermore, each Sub-Contractor that Bidder proposes to perform Work with a value exceeding \$50,000 must also have a valid and appropriate Certificate of Responsibility issued by the Mississippi State Board of Contractors as of the Bid Deadline.
30. **Certificates of Responsibility.** As required by Sections 31-3-1, 31-3-15 and 31-3-21 of the Mississippi Code of 1972, as amended, each Bidder must have an appropriate Certificate of Responsibility ("COR") issued by the Mississippi State Board of Contractors as of the Bid Deadline to submit a Bid for the Work if the Bid will exceed \$50,000.00. Further, each Sub-Contractor (of any tier) must have an appropriate COR for the Work to be performed by the Sub-Contractor if the Sub-Contractor's Work will exceed \$50,000.00 in value.
- 30.1. The Bidder shall type or legibly write in ink its Mississippi Certificate of Responsibility Number on the outside of the envelope or write that the bid does not exceed \$50,000.00. When bidding as a joint venture and the joint venture itself does not hold a certificate of responsibility, each contractor comprising the joint venture shall place its certificate of responsibility number on the outside of the envelope containing the bid. If the joint venture itself holds a certificate of responsibility, then it shall place its certificate number only on the outside of the envelope.
31. **Resident Bidder Preference Law.** In accordance with Section 31-3-21 of the Mississippi Code of 1972, as amended:
- 31.1. 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.
- 31.2. 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.

- 31.3. 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.

## ATTACHMENT 1

### BIDDER CHECKLIST

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

#### PART I – BID DOCUMENTS

##### Attachment 2 – 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 3 – Bid Security

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

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

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

##### Attachment 4 – Statement of Qualifications

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

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

##### Attachment 5 – Non-Collusion Certificate

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

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

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

##### Attachment 8 – Sub-Contractor List

Sub-Contractor List (8-1 and 8-2) **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

**Attachment 09 – 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 10 – Good Faith Efforts Report**

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

Supporting information attached ☐ Yes ☐ No

**Attachment 12 - Conflicts of Interest and Gratuities**

Conflicts of Interest and Gratuities **signed** and **dated** ☐ 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.**

## ATTACHMENT 2

### BID PROPOSAL FORM

In response to the Advertisement for Bids by Jackson Municipal Airport Authority ("JMAA"), the undersigned hereby submits this Bid Proposal pursuant to and in accordance with the Instructions to Bidders, which is a part of the Bid Documents for the Maintenance Facility Roof Replacement at the Jackson – Medgar Wiley Evers International Airport (JMAA Project No. 017-17) (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.

#### BASE BID:

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, Single-Prime (All Trades) Contract Stipulated Sum: \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ).

The Bidder attests that, 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 8**) to the Instructions to Bidders attached to this Bid Proposal for the Work specified.

<b>JMAA PROJECT NO. 17-017</b> <b>BASE BID: ITEMIZED BREAKDOWN SUMMARY</b>					
<b>ITEM NO.</b>	<b>ITEM</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>ITEM AMOUNT (EST. QUANTITY x UNIT PRICE)</b>
	Demolition	1	LS		
	TPO Roofing Membrane	1	LS		
	Foam Insulation	1	LS		
	Flashing	1	LS		
	Restoration of 17 existing fiber glass skylights	1	LS		
	Walkway pad system	1	LS		
<b>TOTAL</b>					

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 8** to the Instructions to Bidders) attached to this Bid Proposal for the Work specified.
2. Bidder acknowledges that the participation of the persons and entities shown on the Subcontractor List, particularly the DBE participation, will be a material factor in JMAA's awarding the contract for the Work to the successful Bidder. The Bidder agrees that no other persons or entities will be used in substitution of the foregoing identified persons or entities without the prior, written consent of JMAA.
3. Bidder agrees it shall achieve completion of the Work (including completion or correction of any punch list items) in accordance with the time limit(s) set forth in the Contract Documents. In the event the Bidder fails to complete the Work within the scheduled time or any authorized extension thereof, there shall be deducted from the Contract Sum, as agreed liquidated damages and not as a penalty, the amount of two-hundred dollars (\$200.00) per calendar day for each calendar day that the Work remains incomplete beyond the specified time for completion.
4. Should JMAA award Bidder the right to perform the Work, the undersigned agrees to execute, in three (3) originals, the Agreement in the form attached as **Attachment 13** to the Instructions to Bidders, and a Performance Bond and a Payment Bond in the form of **Attachment 14** and **Attachment 15**, respectively, to the Instructions to Bidders, said bonds each being in a penal sum equal to the full contract amount for the Work. The undersigned agrees to deliver such Agreement, Performance Bond, Payment Bond appropriate certificates of insurance and other required information to JMAA within fifteen (15) calendar days following receipt of written notice of the award from JMAA.
5. Accompanying this Bid is Bid Security in the form of either a Bid Bond in the form of **Attachment 3** to the Instructions to Bidders or a certified check in the amount of five percent (5%) of the amount of the Bid, payable to JMAA as liquidated damages in the event the undersigned is given notice of acceptance of its Bid and fails to execute the Agreement or fails to comply with the applicable Performance Bond, Payment Bond or other requirements, as set forth in the Instructions to Bidders or the Agreement, within fifteen (15) calendar days following receipt of written notice of the award from JMAA.
6. By execution below, **Bidder acknowledges receipt** of 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 by 12:00 noon by email or facsimile the next Business Day after the Bid Opening.
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 **10%**. 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 actually domiciled in Mississippi have preference over a nonresident Bidder in the awarding of public contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident Bidder.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,

BIDDER

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

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

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

Personally appeared before me, the undersigned authority in and for the said county and state, on this day of \_\_\_\_\_, 2017, within my jurisdiction, the within named \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same, and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

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

My Commission Expires:

\_\_\_\_\_  
[SEAL]



**ATTACHMENT 3  
BID BOND**

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

WHEREAS, the Principal has submitted a Bid to enter into an Agreement with JMAA for Construction and Related Services in connection with the Maintenance Facility Roof Replacement, Project No. 017-17, ("Agreement") to which Bid this Bond is attached and made a part;

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this instrument, this the \_\_\_\_\_ day of \_\_\_\_\_, 2017. IN WITNESS WHEREOF, said Principal and Surety have executed and delivered this instrument, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Principal

Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Resident Agent

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

**ATTACHMENT 4  
STATEMENT OF QUALIFICATIONS**

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

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

My name is \_\_\_\_\_  
(Name of person signing affidavit)

I \_\_\_\_\_ am \_\_\_\_\_  
(Title of person signing affidavit)

of \_\_\_\_\_ ("Bidder").  
(Name of Bidder)

Bidder is submitting a bid (the "Bid") to the Jackson Municipal Airport Authority ("JMAA") for Construction and Related Services in Connection with the Maintenance Facility Roof Replacement, Project No. 017-17 (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 4-1.**)
2. Attached to this certificate is a list, including a contact name, location and date of termination, of all contracts for work similar to the Work of Bidder or of any affiliate of Bidder (any entity controlling, controlled by or under common control with Bidder) that have been terminated either voluntarily or involuntarily prior to completion during the past five (5) years. (**Reference as Attachment 4-2.**)
3. Attached to this certificate is a list of any judgments or any pending or threatened lawsuits related in any way to any contracts for work similar to the Work performed or to be performed, including without limitation termination thereof, by Bidder or any wholly- owned subsidiary or parent of Bidder during the past seven (7) years. (**Reference as Attachment 4-3.**)
4. Attached to this certificate is a list together with an explanation of the particulars of any fines levied against Bidder or any affiliate of Bidder for violations of any state or federal safety, sanitary or environmental laws (including, without limitation, any fines levied by OSHA or EPA). (**Reference as Attachment 4-4.**)
5. Attached to this certificate is a detailed description of any loan defaults by Bidder or any affiliate of Bidder. (**Reference as Attachment 4-5.**)

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

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Printed Name)

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

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

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

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

[SEAL]

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

**ATTACHMENT 5**  
**NON-COLLUSION CERTIFICATE**

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

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

My name is \_\_\_\_\_ ,  
(Name of person signing affidavit)

I am \_\_\_\_\_ of \_\_\_\_\_  
(Title of person signing affidavit) (Name of Bidder)

\_\_\_\_\_  
("Bidder").

Bidder has prepared a bid (the "Bid") to submit to the Jackson Municipal Airport Authority ("JMAA") for Construction and Related Services in Connection with the Maintenance Facility Roof Replacement, Project No. 017-17 (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 6**  
**CERTIFICATE REGARDING DEBARMENT, LOBBYING**  
**AND NON-SEGREGATED FACILITIES**

Bidder Name: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_

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

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

**ATTACHMENT 7**  
**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. 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](http://www.jmaa.com). The Mississippi Development Authority maintains a searchable database of certified firms at <http://minority.mississippi.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 **10%**. 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 10**) 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 9**. The Bidder must **affirm and certify** their DBE Commitment by **signing** Page 9-1 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 9-4.
- 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 10**, Contractor's Good Faith Efforts Report should be used by the Bidder to document their good faith efforts.
- 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. The Sub-Contractors shown in the successful Bidder's Sub-Contractor List will be a material consideration in JMAA making an award. The Contractor shall not terminate, substitute, add or replace any Sub-Contractor or change the amount of any Work to be performed by any Sub-Contractor except in strict compliance with the requirements of the Contract Documents, including these provisions relating to DBE participation. In all instances the Contractor must seek and secure the prior written consent of JMAA before terminating, substituting, adding or replacing any Sub-Contractor or changing their scope of work.

2. Contract activities shown to be performed by a DBE in the Bid Proposal shall be performed by the designated DBE or a substitute approved in advance and in writing by JMAA's Director of Disadvantaged Business Enterprise and Community Development. Substitution of DBEs will only be allowed for good cause. For purposes of this paragraph, good cause includes the following circumstances:
  - a. The listed DBE Sub-Contractor fails or refuses to execute a written contract;
  - b. The listed DBE Sub-Contractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE Sub-Contractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
  - c. The listed DBE Sub-Contractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
  - d. The listed DBE Sub-Contractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
  - e. The listed DBE Sub-Contractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law;
  - f. It has been determined by JMAA, that the listed DBE Sub-Contractor is not a responsible contractor;
  - g. The listed DBE Sub-Contractor 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. Evidence of good faith efforts of the Contractor shall be submitted to JMAA's Director of Disadvantaged Business Enterprise and Community Development for approval.
3. The Contractor must include in each prime contract a provision stating:
  - a. That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from JMAA as provided in this paragraph; and

- b. That, unless JMAA consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
4. Under no circumstances will the successful Bidder be allowed to perform work originally designated to be performed by a DBE in the successful Bidder's Bid Proposal without prior written approval from JMAA's Director of Disadvantaged Business Enterprise and Community Development.
5. When a listed DBE is unwilling or unable to perform the items of work specified in the successful Bidder's Bid Proposal, the Bidder shall immediately notify JMAA. If a requested change would result in a shortfall of DBE participation (from the higher of JMAA's goal or the Bidder's commitment), the Bidder shall immediately take steps to obtain another certified DBE to perform an equal amount of allowable credit work or make documented good faith efforts to do so. The new DBE's name and designated work shall be submitted to JMAA's Director of Disadvantaged Business Enterprise and Community Development for approval. The Bidder's request should consist of the Substitution Form (available from JMAA) and a revised DBE Commitment and Confirmation Form (see **Attachment 9**). If the Bidder is unable to replace a DBE with another DBE for the applicable item, a good faith effort shall be made to subcontract other items to DBEs for the purpose of meeting the goal. JMAA will determine if the Bidder made an acceptable good faith effort in awarding work to DBE firms. JMAA may allow an adjustment of the goal as may be appropriate, depending on individual project circumstances.

#### J. RECORD KEEPING REQUIREMENTS:

The 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  
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 **10%** for DBE participation in the Work. Bidder must submit completed DBE Commitment and Confirmation Forms for each DBE Sub-Contractor and DBE supplier listed on this form when you submit 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.

**Attachment 8**  
**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.

MAINTENANCE FACILITY ROOF REPLACEMENT AT THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (JMAA PROJECT NO. 017-17)			
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

**Attachment 8**  
**Jackson Municipal Airport Authority**  
**Sub-Contractor List – Identification of Sub-Contractors and Suppliers**

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

Name of Sub-Contractor/Supplier:

\_\_\_\_\_

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

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

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

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Federal Identification Number: \_\_\_\_\_

Sub-Contractor/Supplier (check applicable statement):

☐ is a non-DBE;

☐ is a certified DBE as defined in this document (provide evidence of certification).

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

If yes, provide the Mississippi Certificate of Responsibility Number ☐ Yes ☐ No

**Make copies of this form as needed.**



## ATTACHMENT 9

### DBE COMMITMENT AND CONFIRMATION FORM

#### MAINTENANCE FACILITY ROOF REPLACEMENT AT THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (JMAA PROJECT NO. 017-17)

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 10**  
**JACKSON MUNICIPAL AIRPORT AUTHORITY**  
**CONTRACTOR'S GOOD FAITH EFFORTS REPORT**

PROJECT: Maintenance Facility Roof Repair at the Jackson-  
Medgar Wiley Evers International Airport

PROJECT/CONTRACT NUMBER: 017-17

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 11

[illegible]

**ATTACHMENT 12**  
**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 13

*[DRAFT]*

### STANDARD FORM OF AGREEMENT BETWEEN JACKSON MUNICIPAL AIRPORT AUTHORITY AND CONTRACTOR

---

Project: MAINTENANCE FACILITY ROOF REPLACEMENT PROJECT

JMAA Project Number: 017-17

AIP Project Number: N/A

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 JMAA, 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, 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 [REDACTED], 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"); 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 shall be collectively referred to as Disadvantaged Business Enterprises.
- 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. FAA means the Federal Aviation Administration, an operating administration of the USDOT.
- 1.15. JMAA means the Jackson Municipal Airport Authority, a municipal airport authority organized and existing under the laws of the State of Mississippi.
- 1.16. Modification means a Supplemental Agreement signed by both JMAA and Contractor or a Change Order.
- 1.17. Notice to Proceed means the written notice to Contractor to commence the Work.
- 1.18. 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.
- 1.19. 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.
- 1.20. 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.
- 1.21. Project Manager for JMAA means the JMAA employee responsible for supervision and coordination of the Work on behalf of JMAA. The Project Manager for JMAA is Joyce Tillman, JMAA Engineer. JMAA will notify Contractor in writing of any change in the project via the Project Manager for JMAA.
- 1.22. Samples are physical examples which illustrate materials, equipment or workmanship.
- 1.23. Security Regulations means the security requirements of 49 CFR Part 1542, and JMAA's security program, as currently in force and as may be hereafter amended.
- 1.24. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by Contractor to illustrate some portion of the Work.
- 1.25. Specifications means those portions of the Contract Documents consisting of the written directions and requirements for completing the Work, including materials, equipment, construction systems, standards and workmanship and performance of related services. The Specifications include any general, special and supplementary provisions of the Contract.
- 1.26. Subcontractor means a person or entity who has a direct contract or agreement with Contractor to perform a portion of the Work.
- 1.27. Sub-subcontractor means a person or entity who has a direct or indirect contract or agreement with a Subcontractor to perform a portion of the Work.

- 1.28. Substantial Completion means the stage in the progress of the Work when the Work or designated portions thereof are determined by JMAA to be sufficiently complete in accordance with the Contract Documents that the Work or a portion thereof could be used as intended.
- 1.29. TSA means the Transportation Security Administration, an operating administration of the United States Department of Homeland Security.
- 1.30. Work means the construction and related services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, tools, equipment, incidentals and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

## **2. REPRESENTATIONS**

Contractor represents, covenants and warrants to JMAA as follows:

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

## **3. THE CONTRACT DOCUMENT**

- 3.1. The Contract Documents form the Contract for construction. The Contract Documents consist of the Advertisement for Bids, the Instructions to Bidders, the Bid, this Agreement (and all Exhibits referred to herein or attached hereto), Drawings, Plans, 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 26.

- 3.2. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In the event of a conflict between or among the Contract Documents, Contractor shall perform Work and obligations of the higher quality, larger quantity, greater expense, tighter schedule and more stringent requirements, unless otherwise directed in writing by JMAA.
- 3.3. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral.

#### **4. OWNERSHIP OF DOCUMENTS**

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

#### **5. ADMINISTRATION OF THE CONTRACT**

- 5.1. JMAA's Project Manager will provide administration of the Contract and will be JMAA's representative during construction through completion of all portions of the work. JMAA's Project Manager will have authority to act on behalf of JMAA only to the extent provided in the Contract Documents, unless otherwise directed in writing by JMAA.
- 5.2. 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 Contract Documents.
- 5.3. JMAA's Project Manager will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, which shall all remain the sole responsibility of Contractor throughout the performance of the Contract.

- 5.4. JMAA's Project Manager will have authority to reject Work which does not conform to the Contract Documents. Whenever JMAA considers it necessary or advisable for implementation of the intent of the Contract Documents or to assess the quality or quantity of Contractor's Work, JMAA will have authority to require additional inspection or testing of the Work, which shall be conducted at Contractor's sole expense.
- 5.5. Notwithstanding JMAA's Project Manager's approval of any Work, Contractor shall remain responsible and liable for any defective, incomplete or nonconforming Work and for full performance in strict compliance with the Contract Documents.

## **6. THE WORK OF THIS CONTRACT**

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

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



## **7. CONTRACTOR'S WARRANTY**

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

## **8. PERFORMANCE AND PAYMENT BONDS**

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

## 9. DATE OF COMMENCEMENT AND COMPLETION

- 9.1. Contractor shall commence the Work on the date specified in a Notice to Proceed issued by or on behalf of JMAA's Procurement Department 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 ninety (90) 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 two-hundred dollars (\$200.00) 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.
- 9.2. Contractor shall complete all elements of the Work (including completion or correction of all punchlist items) not more than thirty (30) calendar 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 \$200.00 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.
- 9.3. Time is of the essence with respect to each and every provision of this Agreement, including without limitation, commencement and Completion of the Work. By executing the Agreement, Contractor represents that the Contract Time is a reasonable period for performing the Work. Contractor shall strictly adhere to the Contract Time and shall immediately inform JMAA in writing of any situation which becomes known to Contractor potentially causing a delay in achieving Completion within the Contract Time. Contractor acknowledges that JMAA may sustain financial loss or other damages for which Contractor may be liable if the Project or any part thereof is delayed because Contractor fails to perform any part of the Work in accordance with this Agreement.

## 10. CONTRACT SUM

- 10.1. JMAA shall pay Contractor in current funds for Contractor's performance of the Contract the Contract Sum of [REDACTED] Dollars and [REDACTED] Cents (\$XXX.XX), subject to additions and deductions as provided in the Contract Documents.
- 10.2. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by JMAA. [REDACTED].
- 10.3. Contractor shall provide the following items at the unit prices set forth below: [REDACTED].

## 11. PROGRESS PAYMENTS

- 11.1. Based upon Applications for Payment and a completed JMAA Contract Reporting Form submitted to JMAA by the Contractor, JMAA shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2. The period covered by each Application for Payment shall be one calendar month ending on the 20th day of the month. Each Application for Payment shall be submitted to and received by Architect no later than the 25th day of the month (the "Application Deadline").
- 11.3. Provided an Application for Payment is received by JMAA not later than the Application Deadline, payment shall be due and payable by JMAA to the Contractor not later than thirty (30) days after the Application Deadline. If JMAA receives an Application for Payment after the Application Deadline, payment shall be due and payable by JMAA within sixty (60) days of JMAA's receipt of the Application for Payment.
- 11.4. Within seven (7) days after receipt of the Contractor's Application for Payment, JMAA will notify the Contractor and JMAA in writing of any reasons for withholding payment, as set forth in Paragraph 11.5.
- 11.5. JMAA may decide not to issue payment in whole or in part or, because of subsequently discovered evidence or subsequent observations, to such extent as may be necessary in JMAA's opinion to protect JMAA from loss. Reasons for denial or nullification of a payment shall include, but are not limited to:
  - 11.5.1. Defective Work not remedied;
  - 11.5.2. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
  - 11.5.3. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  - 11.5.4. Damage to JMAA;
  - 11.5.5. Reasonable evidence that the Work will not be completed with the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
  - 11.5.6. Persistent failure to carry out the Work in accordance with the Contract Documents.
- 11.6. If the Contractor and JMAA cannot agree on a revised amount, JMAA will promptly notify Contractor the amount for which JMAA will pay. Despite any dispute related to

any Application for Payment, the Contractor shall continue to diligently perform the Work required by the Contract Documents.

- 11.7. Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as JMAA may require. This Schedule, unless objected to by JMAA, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Applications for Payment shall not include requests for payment of amounts the Contractor does not intend to pay to a subcontractor, supplier or other contractees because of a dispute or other reason.
- 11.8. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 11.9. The Contractor warrants that title to all Work covered by the Application for Payment shall pass to JMAA no later than the time of payment.
- 11.10. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - 11.10.1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent 5.0%;
  - 11.10.2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by JMAA, suitably stored off the site at a location agreed upon in writing), less retainage of 5.0%;
  - 11.10.3. Subtract the aggregate of previous payments made by JMAA; and
  - 11.10.4. Subcontract amounts, if any, for which JMAA has withheld or nullified a Certificate for Payment.
- 11.11. All Applications for Payment must be accompanied by a Project/Contract Reporting Form in the form of **Attachment \_\_\_\_**.

## **12. FINAL PAYMENT**

- 12.1. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by JMAA to the Contractor when (1) the Contract has been fully performed by the Contractor and accepted by JMAA, except for the Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment; (2) the Contractor delivers the completed as-built drawings, as required by Paragraph 6.4; and (3) the consent of the Contractor's surety has been obtained in writing and delivered to JMAA. Such final payment shall be due

and payable by JMAA not more than sixty (60) days after satisfaction of the foregoing requirements.

- 12.2. Acceptance of final payment by the Contractor constitutes a complete and general release of JMAA from all claims and liability of whatever nature, whether then known or unknown, whether then existing or thereafter arising, and whether in contract, tort, or other basis of relief.
- 12.3. No payment, including final payment, nor partial or entire use or occupancy of the Project, shall be construed as acceptance of defective, incomplete or nonconforming Work and the Contractor shall remain responsible and liable for full performance in strict compliance with the Contract Documents.

### **13. SUBCONTRACTORS**

- 13.1. Contractor may enter into subcontracts with Subcontractors for portions of the Work to be performed by Contractor pursuant to this Agreement. Any such Subcontractors shall be subject to the prior written approval of JMAA. JMAA shall have the right not to accept any proposed Subcontractor for any reason and Contractor shall have no right to additional compensation or other remedy based on the rejection of any Subcontractor.
- 13.2. Contractor shall verify that all Subcontractors and any other persons performing Work under this Agreement are properly qualified and licensed to provide such Work.
- 13.3. Contractor shall bind each and every Subcontractor to all the terms and conditions of this Agreement and the Contract Documents, including without limitation the requirements of Sections 20 (Indemnity) and 21 (Insurance) regarding indemnification and insurance.
- 13.4. Contractor shall provide JMAA with fully executed copies of all direct, and lower tier subcontracts associated with the Work of the Agreement.
- 13.5. 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.

- 13.6. JMAA hereby approves, and Contractor covenants and agrees to use, the following Subcontractors for the Work specified:

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

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

- 13.7. 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.
- 13.8. 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.
- 13.9. In the event of termination of any DBE Subcontractor, Contractor shall use good faith efforts (as such term is used in 49 CFR Part 26) to replace such DBE Subcontractor with another DBE Subcontractor.
- 13.10. Notwithstanding any other provision of this Agreement, Contractor shall not assign this Agreement, in whole or in part, to any other person or entity, without the prior written consent of JMAA.
- 13.11. Contractor shall comply with the following with respect to each Subcontractor:
- 13.11.1. JMAA shall not be obligated to make any payment to Contractor until Contractor provides evidence to JMAA that all Subcontractors have been paid all amounts owing at the time of payment by JMAA.

- 13.11.2. Contract 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 13.11.2 applies to both DBE and non-DBE subcontractors.
- 13.12. Contractor shall release any retainage withheld from a Subcontractor within ten (10) calendar days of satisfactory completion of the Subcontractor's Work.
- 13.13. Contractor shall not require greater insurance coverages from any of its Subcontractors or proposed Subcontractors than required of Contractor by JMAA under **Section 21 (Insurance)** of this Agreement.
- 13.14. Contractor shall incorporate the foregoing **Section 13.11.1, Section 13.11.2, and Section 13.13** in each subcontract relating to the Work.

#### **14. GRATUITIES AND COMPENSATION**

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

#### **15. ACCOUNTING RECORDS**

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

#### **16. NON-DISCRIMINATION**

- 16.1. Non-Discrimination. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on

the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

- 16.1.1. This provision binds the Contractor and 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.

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

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

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

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

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



- 16.2.5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, JMAA will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- 16.2.5.1. Withholding payments to the Contractor under the Agreement until Contractor complies, and/or
- 16.2.5.2. Cancelling, terminating, or suspending this Agreement, in whole or in part.
- 16.2.6. Incorporation of Provisions. The Contractor will include the provisions of subparagraphs one through six (16.2.1 through 16.2.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as JMAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that the Contractor becomes involved in, or is threatened with, litigation with a Sub-Contractor, or supplier because of such direction, the Contractor may request JMAA to enter into such litigation to protect the interests of JMAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 16.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- 16.3.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 16.3.2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 16.3.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 16.3.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 16.3.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

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

## **17. FAIR LABOR STANDARDS ACT**

- 17.1. This Agreement and all subcontracts incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
  - 17.1.1. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that

arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

- 18.1. 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.

## **19. TERMINATION OR SUSPENSION**

- 19.1. 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 all Contract Documents, 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. If Contractor is terminated for default, whether under this Agreement or any other agreement between JMAA and Contractor, and it is determined for any reason that Contractor was not in default at the time of termination, or that JMAA did not properly terminate Contractor for default, Contractor, as its sole and exclusive remedy, shall be entitled only to the amount due under this Agreement as if the termination were for the convenience of JMAA.

- 19.5. Regardless of whether the termination is for default or for the convenience of JMAA, Contractor shall not be entitled to special, consequential, or exemplary damages, delay costs, reimbursement for office or operating expenses or labor costs, nor to anticipated profit on account of JMAA's termination or alleged breach of this Agreement.
- 19.6. 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 will be made for increases in the cost of performance of the Work caused by a suspension, delay or interruption by JMAA. 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 the Contract Documents.

## **20. INDEMNITY**

- 20.1. 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.

## **21. INSURANCE**

- 21.1. 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:
- 21.1.1. 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.
- 21.1.2. 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.
- 21.1.3. 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.

- 21.1.4. Property insurance on all equipment used in connection with the Project in an amount not less than full insurable value.
- 21.1.5. Umbrella liability insurance with a limit of not less than \$5,000,000 providing additional coverage to the policies required by Sections 21.1.1, 21.1.2 and 21.1.3.
- 21.1.6. Such other insurance as may reasonably be required by JMAA.
- 21.2. 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.
- 21.3. 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:
  - 21.3.1. 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.
- 21.4. 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:
  - 21.4.1. 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.
- 21.5. 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.
- 21.6. 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.

- 21.7. The insurance and indemnity obligations of this Agreement are non-delegable
- 21.8. 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.
- 21.9. 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.
- 21.10. 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.

## **22. SAFETY AND SECURITY**

- 22.1. 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.
- 22.2. 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.
- 22.3. 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.

## **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, 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: Carl D. Newman, A.A.E.  
Chief Executive Officer

To Contractor:

COMPANY NAME  
COMPANY ADDRESS  
COMPANY ADDRESS 2  
COMPANY CITY, STATE, AND ZIP

COMPANY TELEPHONE NUMBER  
COMPANY FACSIMILE NUMBER

Attention: POINT OF CONTACT  
TITLE

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 Specifications are those contained in the Project Manual styled "Plans and Specifications for the Maintenance Facility Roof Replacement, JMAA Project Number 017-17."
- 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 BIDDER 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 B

JACKSON MUNICIPAL AIRPORT AUTHORITY CHANGE ORDER			
THIS CONTRACT CHANGE ORDER AMENDS THE CONTRACT DESCRIBED BELOW BETWEEN THE JACKSON MUNICIPAL AIRPORT AUTHORITY ("JMAA") AND THE CONTRACTOR NAMED BELOW:			
CONTRACTOR:			
PROJECT NAME:			
DATE:			
JMAA CONTRACT NUMBER:		JMAA CHANGE ORDER NUMBER:	
BOARD ACTION TAKEN:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	IF YES, IDENTIFY DATE:
REASON FOR CHANGE:			
DESCRIPTION OF CHANGE			
ITEM NUMBER	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL COST
TOTAL CONTRACT CHANGE			
			<b>TOTAL CONTRACT</b>
ORIGINAL CONTRACT AMOUNT:			
CURRENT CONTRACT AMOUNT:			
THIS CONTRACT CHANGE:			
REVISED CONTRACT AMOUNT:			
CURRENT CONTRACT COMPLETION DATE:			
TIME EXTENSION REQUIRED BY CHANGE:			
REVISED CONTRACT COMPLETION DATE:			
<i>THIS CHANGE ORDER CONSTITUTES AN AMENDMENT TO THE CONTRACT, EXCEPT AS SPECIFICALLY MODIFIED HEREBY, ALL PROVISIONS OF THE CONTRACT APPLY.</i>			
RECOMMENDED BY:			
	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

**ATTACHMENT 14  
PERFORMANCE BOND**

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

WHEREAS, the Principal has entered into a certain written Agreement with JMAA for Construction and Related Services for the Maintenance Facility Roof Replacement at the Jackson-Medgar Evers International Airport, JMAA Project Number 017-17." (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 \_\_\_\_\_, 2017. IN WITNESS WHEREOF, said Principal and Surety have executed and delivered this instrument, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

	Signature of Resident Agent

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

**ATTACHMENT 15  
PAYMENT BOND**

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

WHEREAS, the Principal has entered into a certain written Agreement with JMAA for Construction and Related Services for the Maintenance Facility Roof Replacement at the Jackson-Medgar Evers International Airport, JMAA Project Number 017-17." (the "Work"), which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this instrument, this the \_\_\_\_\_ day of \_\_\_\_\_, 2017. IN WITNESS WHEREOF, said Principal and Surety have executed and delivered this instrument, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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**

### **CONSTRUCTION DOCUMENTS INCLUDING SCOPE OF WORK, SPECIFICATIONS, AND ARCHITECTURAL DRAWINGS**

#### **1. General Description of Work:**

- 1.1. Furnish all labor, material, tools, equipment and services required to demo the existing ballasted roof and insulation on the maintenance facility and replace with new, to include Thermoplastic Polyolefin (“TPO”) roofing membrane, insulation, edge metal and related flashing, and any other item required for proper installation and performance. The total square footage will be field verified by the contractor before submitting a bid.

#### **2. Specifications of Material:**

#### **3. Performance Testing TPO Membrane Roofing Requirements:**

- 3.1. Breaking Strength: Plus or minus 200 lbf./in. ASTM D 751, grab method.
- 3.2. Elongation at Break: Plus or minus 15 percent ASTM D 751 grab method.
- 3.3. Tearing Strength: Plus or minus 45 lbf.ASTM D 751, Procedure B
- 3.4. Resistance to Heat Aging: Conditioned for 56 days in oven maintained at 176 degrees F ASTM D 3045.
- 3.5. Thickness: 50 mils nominal fleece backed, fabric reinforced
- 3.6. Exposed Face Color white

#### **4. Design Requirements for TPO Membrane Roofing:**

- 4.1. Manufacturers: Subject to compliance with requirements, contractor must provide products from one of the following manufacturers:
  - 4.1.1. Duro-Last Roofing, Inc., Saginaw, MI. Tel. (800) 248-0280 (Basis-of- Design)
  - 4.1.2. Flex Membranes International, Inc., Leesport, PA. Tel. (800) 969-0108.
  - 4.1.3. Sarnafil Inc., (S 327) Canton, MA. Tel. (800) 451-2504.

#### **5. Installation Contractor’s Qualifications:**

- 5.1. Submit a letter from the manufacturer identifying the installer of the TPO roofing system as an authorized installer, approved by the manufacturer.



6. Removal of Material:

- 6.1. Remove all existing roofing ballast and relocate to a location identified by JMAA's project manager
- 6.2. Remove all flashing materials, pitch cups, and pipe vents.
- 6.3. Demolish and dispose of the existing roof membrane down to the existing roof decking, old insulation and other construction debris from the site.

7. Installation Requirements:

- 7.1. Install all new vent flashings, pipe flashings, and curb penetrations.
  - 7.2. Install 24GA steel with Kynar finish
    - 7.2.1. JMAA to choose color finish.
  - 7.3. Fully adhere a 1.5 and a 2-inch International Organization for Standardization (ISO) board with low rise OLYBOND foam insulation two layers staggered to meet state requirement of R-20 Value with ½" sump.
  - 7.4. Fully adhere 60 MIL TPO roof system per manufacturer specifications.
  - 7.5. Restore 17 (seventeen) existing fiber glass skylight panels with a Sherwin-Williams product or equivalent, Item Number: KS1019100, Color: Clear.
  - 7.6. Install walkway pad system to equipment that requires regular maintenance.
  - 7.7. Install all roofing materials in accordance with the manufacturer's instructions.
  - 7.8. Installation should be weather-tight and free of leaks.
8. Warranty: PVC roofing, 20 year manufacturer and 2 year contractor warranty, a copy of the warranty to be provided to the project manager.

## Drawing – Location of Work



