

City of Shreveport



INVITATION FOR BID

Streets/Storm Drainage and Water/Sewer

IFB #21-059

TERMINAL RAMP REHABILITATION AT SHREVEPORT DOWNTOWN AIRPORT

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NOTE: ALL OF THE REQUIRED COS BID FORMS LISTED ABOVE MUST BE RETURNED WITH BID. IF ANY OF THE REQUIRED INFORMATION IS NOT PROVIDED, THEN YOUR BID WILL NOT BE CONSIDERED OR ACCEPTED.

INDEX OF REFERENCE ITEMS INCLUDED HEREIN

All information listed below **should not** be returned with your bid. It shall remain part of the bid by reference only.

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INDEX OF REFERENCE ITEMS NOT INCLUDED HEREIN THAT IS INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF SET FORTH IN FULL TEXT. SHOULD ANY OF THESE BE IN CONFLICT WITH THOSE LISTED HEREIN, THE MORE STRINGENT WILL APPLY.


- 1.0 Standard Specifications for Infrastructure Improvements 2015 Edition & Standard Plans for Infrastructure Improvements 2015 Edition. These documents may be downloaded from our website: www.shreveportla.gov/DocumentCenter/View/5572 & www.shreveportla.gov/DocumentCenter/View/5567.
- 2.0 The General Contract Clauses (**Section 20**), the Standard Instructions/Conditions for Request for Proposals (**Section 30**) will no longer be incorporated in solicitations but will be incorporated by reference in the City of Shreveport (hereinafter the City) book of Standard Solicitation Instructions / Provisions and General Contract Clauses; which are available at www.shreveportla.gov (click on Business, then on Bids & RFPs). If you do not have a computer, you can use one of the public use computers that are available at the Shreve Memorial Library or at most library branches.
- 3.0 **The CONTRACT VERIFICATION-DBE/FSC FORM 6, Appendix B**, must be furnished within five (5) working days after the City executed contract is picked up by the prime contractor.
- 4.0 **The Felony Conviction/E-Verify Affidavit** must be submitted by the lowest responsive Bidder after the opening.

Revised 01-20-21

AN INVITATION FOR YOU TO RESPOND WITH A FORMAL SEALED OR ELECTRONIC BID

DATES ADVERTISED:	November 17, 2021 November 24, 2021 December 1, 2021	Date Posted:	November 17, 2021
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DO NOT RETURN THIS PAGE- FAXED OR E-MAILED BIDS NOT ACCEPTED

INVITATION FOR BID (IFB) City of Shreveport Wendy Wagon, CPPO Purchasing Agent		BIDS MUST BE DELIVERED TO: City of Shreveport Office of the Purchasing Agent Government Plaza-Suite 610 505 Travis Street Shreveport, LA 71101-3042	OR GO TO BIDSYNC.COM TO SEND ELECTRONIC BID
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BID MUST BE RECEIVED NOT LATER THAN 2:00 P.M. ON:	December 16, 2021	THEN PUBLICLY OPENED
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THIS IS NOT AN ORDER	BID NUMBER:	IFB #21-059
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BID TITLE:	TERMINAL RAMP REHABILITATION AT SHREVEPORT DOWNTOWN AIRPORT
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PREBID CONFERENCE:	NON-MANDATORY PRE-BID MEETING November 30, 2021 at 10:00 a.m. Shreveport Downtown Airport, Terminal Building 1550 Airport Drive, Shreveport, LA 71107
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E-MAIL QUESTIONS TO:	angela.mcnicoll@shreveportla.gov	7 working days before the opening or fax to: (R.S. 38:2295 C)	318-673-6004
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BID BOND IS REQUIRED. See attached format.	Designers Estimate:	\$400,000
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*Bids received after the time specified for opening cannot be considered for an award.

Louisiana State Licensing Board for Contractors Project Classification: Only Required when Total Bid is \$50,000 or more.	Highways, Streets and Bridges
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Number of signs to be provided and installed by the contractor:	N/A	Number of Days:	60 Calendar days
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CONSTRUCTION BID REQUIREMENTS

For paper bids, if you do not provide **all of the required COS Bid Forms** or the information required on the bid forms, then your bid **must** be declared as non-responsive. The bid forms are clearly identified as COS Bid Form #1, 2 & etc. near the top right of the page. If you have any questions, please call Wendy Wagon at 318-673-5450.

ELECTRONIC BIDS/BID NOTICES

The City of Shreveports listing of current bids (IFB) are posted on BidSync.com and www.shreveportla.gov/Solicitations. Bidsync is the official source of bid documents. To view the general bid information and **receive bid notices by email**, register with BidSync. **Registration is free.** Vendors/Contractors (vendors) may submit their bids & bid bonds, electronically or by paper copy. If you wish to view/download the entire bid package on Bidsync and submit electronic bids, you may do so for an annual fee. Vendors/Contractors who decide to submit e-bids will also have to pay an annual fee for a digital signature. **It takes about two weeks to get a digital signature.** Allow additional time to set up the digital signature in BidSync. The City can access vendor prices only after the time has passed for the receipt of bids.

Vendors who pay the annual fee to BidSync will be able to submit electronic bids to every agency in the State of Louisiana that signs up with BidSync. To register please go to: <https://www.bidsync.com>. If you need help registering or with training or completing an e-bid, please **call 800-990-9339**. Contractors who submit e-bonds must pay an annual fee for electronic bid bonds. If an electronic bid is submitted be sure to provide your state contractors license number when the bid with alternates amounts to \$50,000 or more. To request copies of bids by email, send your request to angela.mcnicoll@shreveportla.gov.

Important- If you consider the specifications as restrictive or have a problem with this document please contact the Purchasing Agent at least five days before the bid opening at (318) 673-5450

LOUISIANA UNIFORM PUBLIC WORK BID FORM – COS Form #1

TO: City of Shreveport
Office of the Purchasing Agent
Government Plaza, Suite 610
Shreveport, LA 71101-3042
(Owner to provide name and address of owner)

BID FOR: IFB 21-059
TERMINAL RAMP REHABILITATION AT
SHREVEPORT DOWNTOWN AIRPORT
Deposit/Fee for Plans/Specs (Paper): \$0
(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by:

Garver, LLC and dated: 05/20/21
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to **each** of the addenda that the Bidder is acknowledging) _____ .

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated “Base Bid” * but not alternates) the sum of:

_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
_____ Dollars (\$ _____)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
_____ Dollars (\$ _____)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR’S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier’s check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

(Current as of 10/16/19)

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: City of Shreveport
Office of the Purchasing Agent
Government Plaza, Suite 610
Shreveport, LA 71101-3042
(Owner to provide name and address of owner)

BID FOR: IFB 21-059
TERMINAL RAMP REHABILITATION AT
SHREVEPORT DOWNTOWN AIRPORT
COS Form #1 continued
(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> CONSTRUCTION SAFETY AND SECURITY			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity X Unit Price</i>)
SS-120-3.1	1	L.S.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> TIEDOWN ANCHOR			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity X Unit Price</i>)
SS-262-5.1	18	EA.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> TEMPORARY EROSION CONTROL			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity X Unit Price</i>)
C-102-5.1	1	L.S.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> MOBILIZATION (MAXIMUM OF 10% OF TOTAL BID)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity X Unit Price</i>)
C-105-6.1	1	L.S.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> PAVEMENT REMOVAL			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity X Unit Price</i>)
P-101-5.1	1,900	S.Y.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> CRACK REPAIR			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity X Unit Price</i>)
P-101-5.2a	10,000	L.F.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> JOINT REPAIR			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity X Unit Price</i>)
P-101-5.2b	10,150	L.F.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> SPALLED AND FAILED ASPHALTIC CONCRETE PAVEMENT REPAIR			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity X Unit Price</i>)
P-101-5.4	400	S.F.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> REMOVE EXISTING SEALANT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity X Unit Price</i>)
P-101-5.5	3,245	L.F.		

Wording for DESCRIPTION is to be provided by the Owner.
 All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.
(Current as of 10/16/19)

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: City of Shreveport
Office of the Purchasing Agent
Government Plaza, Suite 610
Shreveport, LA 71101-3042
(Owner to provide name and address of owner)

BID FOR: IFB 21-059
TERMINAL RAMP REHABILITATION AT
SHREVEPORT DOWNTOWN AIRPORT
COS Form #1 continued
(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ CONCRETE PAVEMENT (ESTIMATED 7-9" THICKNESS)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity X Unit Price</i>)
P-501-8.1	1,900	S.Y.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ REFLECTIVE PAVEMENT MARKINGS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity X Unit Price</i>)
P-620-5.1a	1,300	S.F.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ NON-REFLECTIVE PAVEMENT MARKINGS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity X Unit Price</i>)
P-620-5.1b	2,000	S.F.		

Wording for DESCRIPTION is to be provided by the Owner.
 All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.
(Current as of 10/16/19)

COS BID FORM #2-Must use this Form if a Paper Bid

BID BOND

(For a paper bid, one original required of all Bidders with Power of Attorney attached. For an electronic bid, an electronic bid bond or a paper bond will still be accepted if received before the bid opening). If a paper bid bond is provided, it shall be on this form and only on this form.

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Shreveport, in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Bests Key Rating Guide. If surety qualifies by virtue of its Bests listing, the Bond amount may not exceed ten percent of policy holders' surplus as shown in the latest A. M. Bests Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its bid to the Obligee on a Contract for:

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise, this obligation shall become due and payable.

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT (SEAL)

Special Conditions for Streets/Storm Drainage and Water/Sewer

1.0 STATE CONTRACTORS LICENSE

- 1.1 On any public works bid submitted in the amount of \$50,000 or more, the Contractor shall certify that he or she is licensed under Louisiana Revised Statute 37:2150, et seq. **and show his or her license number on the outside of the bid envelope and on the bid schedule.** In the case of an electronic bid, a contractor must submit an authentic digital signature on the electronic bid accompanied by the contractor's license number, when required.
- 1.2 The licensee shall not be permitted to bid or perform any type or types of work not included in the classification under which the license was issued.
- 1.3 Any construction bid that does not require the contractor to hold an active license shall state EXEMPTION on the bid envelope.

2.0 PERMITS, TAXES AND FEES

- 2.1 All Bids submitted must include the price of any business and professional licenses, permits, taxes and fees as required by Federal, State or Local Government Agencies.

3.0 CLARIFICATION/SUBSTITUTION REQUESTS

- 3.1 Bidders requiring additional information may submit their question(s) in writing to the attention of the Buyer as listed on page two.
- 3.2 Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Invitation for Bid.
- 3.3 Any inquiry received at least seven (7) or more working days prior to the date fixed for the opening of bids will be given consideration.
- 3.4 Every interpretation made to a Bidder will be in the form of written Addendum to the contract document and when issued will be on file in the Purchasing Agents office.
- 3.4.1 Addenda must be delivered to all prime bidders who have requested bid documents within twenty-four hours of issuance either by fax, e-mail, or other electronic means or by hand and a copy shall be mailed to all prime bidders who have requested bid documents. If the addendum cannot be transmitted by fax, e-mail, or other electronic means or by hand, the bid opening shall be postponed by at least seven (7) working days. La. R.S. 38:2212.
- 3.4.2 All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda.
- 3.4.3 The City shall not be legally bound by an addendum or interpretation that is not in writing.
- 3.4.4 If the necessity arises to issue an addendum modifying plans and specifications within the seventy-two-hour period (exclusive of holidays, Saturdays and Sundays) before the scheduled bid opening then the opening of bids shall be extended for at least seven but not more than twenty-one working days. (Louisiana R.S. 38:2212.
- 3.4.5 **It shall be the Bidders responsibility to make inquiry as to the Addenda issued.**

4.0 BID BOND

- 4.1 An acceptable Bid Bond in the format as enclosed herein, Cashiers Check, or Certified Check payable to the City of Shreveport, in an amount not less than five (5%) percent of the total bid including all additive alternates must accompany the bid.
- 4.2 Negotiable Bid Bonds will be returned to the unsuccessful bidder as soon as possible, or not more than 45 days after the opening of bids.
- 4.3 All bonds applicable to this transaction must be accompanied by an original Power of Attorney.
- 4.4 Bidders agree to forfeit Bidders Bond, in the event of failure to contract with the city within ten (10) days after the award of Bid.

5.0 PERFORMANCE/PAYMENT/MAINTENANCE BONDS

- 5.1 Acceptable Performance/Payment/Maintenance Bonds will be required of the **successful bidder** as follows:
- 5.2 When the total contract amount with alternates is \$50,000 or more, a 100% performance bond shall be required.
- 5.3 When the total contract amount with alternates is \$25,000 or more, a 100% payment bond shall be required.

Special Conditions for Streets/Storm Drainage and Water/Sewer Continued

- 5.4 When the total contract amount with alternates is \$20,000 or more, a **two-year** 10% maintenance bond shall be required.
- 6.0 AWARD CRITERIA
- 6.1 Award will be made to the lowest responsible and responsive bidder according to the criteria designated in the Invitation for Bid.
- 6.2 In addition to price, the Bid Evaluation will include the following factors (as they apply):
- 6.2.1 The quality of performance/workmanship of previous contracts, or references which attest to the specific experiences of others.
- 6.2.2 The timely completion of previous contracts, or references which attest to the specific experiences of others.
- 6.2.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract.
- 6.2.4 The City reserves the right to conduct on-site inspections of any bidders' facilities prior to award and the results of said inspection will be considered by the City in determining bidders capabilities of successfully administering to this contract.
- 6.2.5 The ability and availability of the bidder to provide quality and timely maintenance, service, and/or parts.
- 6.2.6 The cost of maintenance and operational costs.
- 6.2.7 The availability and capability of local support as it affects the quantity, quality, and timeliness of the work required.
- 6.2.8 The timely completion of a project as stated in the bid.
- 6.2.9 Substantial compliance or noncompliance with specifications set forth in the bid as determined by the City.
- 6.2.10 Product or parts inventory capability as it relates to a particular bid.
- 6.2.11 Results of product/equipment testing.
- 6.2.12 The warranty - Terms and Conditions.
- 6.2.13 Adequate capital and credit rating sufficiently to complete all operations under this contract in a satisfactory manner.
- 6.2.14 An efficient office force, with a satisfactory record in expediting delivery of materials to field force and capable of fulfilling proper liaison service with mechanical trades.
- 6.2.15 An adequate and efficient field force, with extensive knowledge of all types of work involved under this contract.
- 6.2.16 A record of amicable relations with labor.
- 6.2.17 An adequate supply of construction equipment in good operating condition
- 6.3 ALTERNATES
- 6.3.1 If alternates are listed on the Bid Schedule, it is the intent of the City, if the City accepts any Alternates, to accept them in the order in which they are listed in the bid form.
- 6.3.1.1 The low bidder shall be determined on the basis of the sum of the base bid and the Alternates accepted.
- 6.3.2 When alternates/options are requested, the City reserves the right to select the bid with or without these, whichever will be in the best interest of the City.
- 6.4 AWARD
- 6.5 The Purchasing Division will make the award to one bidder.
- 7.0 REJECTION
- 7.1 This solicitation does not commit the City of Shreveport to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or service.
- 7.2 The City reserves the right to accept or reject any or all bids for just cause received as a result of this request as permitted by LA R.S. 38:2214 (B).
- 7.3 The City of Shreveport reserves the right to declare any bid non-responsive in which the delivery/completion time indicated is considered to delay the operation for which the item/work is intended, due to the noncompliance of the BID SPECIFICATION.

Special Conditions for Streets/Storm Drainage and Water/Sewer Continued

7.4 REJECTION OF LOWEST BID

7.5 Substantial negative findings from the Award Criteria, as listed above, may result in the disqualification of the lowest bidder, if in the best interest of the City of Shreveport.

8.0 DISQUALIFICATION REVIEW BOARD (La. R.S. 38:2212 / City of Shreveport Code of Ordinances Sec. 26-265)

8.1 When a contractor has been given notice of possible disqualification based upon La. R.S. 38:2212 et. seq., and/or debarment based upon Sec.26-265, the contractor may submit a written appeal to the Purchasing Agent for review by the City's Disqualification Review Board.

8.2 The written appeal must be submitted within ten (10) days after notice of possible disqualification and may request either (1) a meeting with the Review Board, or (2) that the Review Board consider a written appeal only.

8.3 A meeting of the Review Board will be scheduled within ten (10) days after receipt of the appeal.

8.4 The Review Board will be composed of the Chief Administrative Officer (CAO), City Engineer, Purchasing Agent and the Director of Using Department.

8.5 The decision of the Review Board will be given to the contractor in writing ten (10) days after all pertinent information has been considered.

8.6 The decision of the Review Board will not operate as a waiver by the City of its rights concerning the assessment of liquidated damages.

9.0 RECORDING OF CONTRACT/BONDS/CHANGE ORDERS

9.1 When the contract amount is \$25,000 or more, the successful bidder will be furnished with the original and one copy of the signed contract, with the original to be forwarded to the Parish Court House, by the Contractor, for recording of the contract and all bonds by the Clerk of Court. **Each change order to a contract which adds an amount of ten percent or more of the original contract amount and which additional amount is at least \$10,000 or all change orders to a contract aggregating to an amount of twenty percent or more of the original contract amount and which additional amount is at least \$10,000 must be recorded at the Parish Court House.**

10.0 PUBLIC INSPECTION OF BIDS (La. R.S. 44:33 et seq./Attorney Generals Opinion No. 95-155)

10.1 Bids will be in active use after the opening and therefore will not be available for public inspection until 72 hours after the bid opening (exclusive of Saturdays, Sundays, and legal public holidays- La. R.S. 44:33).

11.0 BRAND NAMES (LA. R.S. 38:2212 & 2295)

11.1 All plans and specifications for public works submitted by an architect or engineer shall include the following provisions relating to equal brand products other than those specified:

11.1.1 The name of a certain brand, make, manufacturer, or definite specifications is to denote the quality standard of the article desired, but does not restrict bidders to the specific brand, make, manufacturer, or specification named. It is to set forth and convey to prospective bidders the general style, type, character, and quality of article desired.

11.1.2 When in specifications or contract documents a particular brand, make of material, device, or equipment is shown or specified, such brand, make of material, device, or equipment shall be regarded merely as a standard.

11.2 When in specifications or contract documents an architect or engineer specifies a particular brand, make of material, device, or equipment, or equal thereto, he shall adequately identify said product by including, minimally, the model or catalog number of the product.

11.3 If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the contract documents, he shall do so no later than **seven working days** prior to the opening of bids. Within three days, exclusive of holidays and weekends, after such submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted.

11.4 It shall be the responsibility of the Purchasing Agent and the professionally employed architect or engineer to determine what is considered an equivalent product on any and all projects in which they have been legally employed to perform professional services.

12.0 PARTIAL PAYMENTS (RS 38:2248)

Special Conditions for Streets/Storm Drainage and Water/Sewer Continued

- 12.1 Partial payment will be made to the successful bidder as follows:
- 12.1.1 On or before the 15th of each month an invoice listing in detail the amount of each item of construction complete in place and the amount of work performed will be furnished to the Architect or Engineer.
- 12.1.2 The Architect or Engineer will make written estimates of the items complete in place and the amount of work performed in accordance with the contract during the current period of time between estimates.
- 12.1.3 **From the total of the estimate so ascertained will be deducted an amount equivalent to ten (10%) percent of the whole on projects of less than Five Hundred Thousand Dollars (\$500,000) and five (5%) percent of the whole on projects of Five Hundred Thousand Dollars (\$500,000) or more, to be retained by the City** until after the completion of the entire contract in an acceptable manner, and the balance of the sum equivalent to ninety (90%) percent/ninety-five (95%) percent of the whole, shall be certified by the Architect or Engineer for payment. Estimates will be made monthly. LA R.S. 38:2248.
- 12.1.4 All public works contracts shall contain a clause stating that any punch list generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization, labor, material, and equipment costs of correcting each punch list item. The design professional shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The contracting agency shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty-five-day lien period. The provisions of this Section shall not be subject to waiver, nor shall these provisions apply to the Department of Transportation and Development. LA R.S. 38:2248.
- 12.1.5 No estimates except final estimates will be made for a sum less than Five Hundred Dollars (\$500.00).
- 12.1.6 The estimates will be approximate only, and all partial or monthly estimates and payments shall be subject to correction in the estimate rendered following discovery of an error in any previous estimates.
- 13.0 PAYMENTS DUE THE CITY
- 13.1 Section 26-211 of the Citys Code of Ordinances requires the following:
- 13.1.1 On every contract to which the City is a party and for which written specifications are prepared, the specification shall include the requirement that before the contract is awarded the contractor shall pay all taxes, licenses, fees, and other charges which are outstanding and due to the City.
- 13.1.2 No contract to which the city is a party shall be awarded to any person who:
- 13.1.3 Has not paid all taxes, licenses, fees, and other charges which are outstanding and due the city, or
- 13.1.4 Owns any property which is adjudicated to the city, or which has demolition liens, grass cutting liens, or any other property standards liens on it, or
- 13.1.5 Owns more than 25% of a legal entity that owns any property which is adjudicated to the city, or which has demolition liens, grass cutting liens, or any other property standards liens on it.
- 13.1.6 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.
- 13.1.7 Bids/proposals will not be accepted from, or contract awarded to any person, firm, or corporations which have at any time failed to execute a contract that has been awarded to them by the City, or which is in arrears to the City upon debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
- 14.0 LIQUIDATED DAMAGES
- 14.1 For each calendar day or workday, as specified, that any work shall remain uncompleted after the contract time specified for the completion of the work required by the contract, the sum specified below will be deducted from any money due the Contractor not as a penalty but as liquidated damages.
- 14.2 Due account shall be taken of any adjustment of the contract time for completion of work granted under the provisions.
- 14.3 Permitting the Contractor to continue the work after expiration of the contract time or extended contract time will in no way operate as a waiver on the part of the City of any of its rights under the contract.
- 14.4 The City may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the traveling public.
- 14.5 Based on the amount of the original contract, the following charges per contract day will be made for each such day after expiration of the contract time or extended contract time.

Special Conditions for Streets/Storm Drainage and Water/Sewer Continued

- 14.6 When the contract time is on either the calendar day or fixed calendar date basis, the schedule for calendar days shall be used.
- 14.7 When the contract time is on a working day basis, the schedule for working days shall be used.

ORIGINAL CONTRACT AMOUNT		DAILY CHARGE	
From More Than	To and Including	Calendar or Fixed Day	or Working Day
\$0	\$25,000	\$80	\$195
25,000	50,000	210	345
50,000	100,000	240	400
100,000	500,000	270	510
500,000	1,000,000	330	595
1,000,000	2,000,000	400	695
2,000,000	-----	600	825

14.8 The amount of liquidated damages will be deducted from any money due the Contractor under this contract, and the Contractor and his surety shall be liable for any liquidated damages in excess of amounts due the Contractor.

15.0 GOVERNING PRICES

- 15.1 UNIT PRICE BIDS-Prices must be firm and unit prices written in figures shall govern over extended prices. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.
- 15.2 LUMP SUM BIDS (When unit prices are not required)-Prices must be firm and prices written in words shall govern over prices written in figures. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.

16.0 CHANGE ORDERS

16.1 The issuance of Change Orders within the scope of the project is authorized and any such Change Orders shall be in writing.

17.0 UNSATISFACTORY WORK

17.1 The City shall not be obligated to pay for unsatisfactory work.

18.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

18.1 By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veterans Readjustment Assistance Act of 1974, Title IX of The Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

19.0 JOINT VENTURE

19.1 If the bidder is a joint venture, provide the following information:

- 19.1.1 Date of formation
- 19.1.2 Name and address of each venture partner
- 19.1.3 Principals of each venture partner
- 19.1.4 Venture partner holding the majority interest in the venture and its percentage of interest
- 19.2 Bidder shall include a copy of the Joint Venture agreement as an attachment to the bid.

20.0 BID ENVELOPE

20.1 Outside of the bid envelope to list the Bidders name, address, license number, bid number, project name, opening date/time and the City address.

21.0 RECEIPT OF BIDS

21.1 The City does not receive bids on holidays and weekends.

END

CONTRACT

State of Louisiana)
Parish of Caddo)

This Contract Agreement, made and entered into this _____ day of _____, 20____, by and between the City of Shreveport, Louisiana, through its Mayor there unto duly authorized to do so, Party of the First Part, and _____, Contractor, Party of the Second Part,

WITNESSETH:

- 1.0 **Above contractor has paid all taxes, licenses, fees and other charges which are outstanding and due the city,**
- 1.1 **Including any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it and,**
- 1.1.1 **Does not own more than 25% of a legal entity that owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it.**
- 1.1.2 **For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.**
- 1.2 Bids/proposals will not be accepted from, or contract awarded to any person, firm, or corporations which have at any time failed to execute a contract that has been awarded to them by the City, or which is in arrears to the City upon debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
- 1.3 That the said Party of the Second Part has agreed, and by these presents does agree with the said Party of the First Part, for the consideration hereinafter mentioned, to furnish at its own proper cost and expense, all necessary material and labor and equipment of every description and to carry out and complete in good form, firm and substantial manner, the improvements on:

IFB 21-059 TERMINAL RAMP REHABILITATION AT SHREVEPORT DOWNTOWN AIRPORT

- 2.0 In accordance with plans and specifications and profiles on file in the Office of the City Engineer, hereby made part of this Contract by inference, subject to the changes as may be made from time to time by the Finance Department and the City Engineer of said City, and at the following unit prices, to-wit:

3.0 **SCHEDULE OF PAY ITEMS**

ITEM NUMBER	APPROX. QUANTITY	PAY UNIT	ITEM DESCRIPTION	UNIT PRICE IN WORDS	TOTAL AMOUNT
SS-120-3.1	1	L.S.	CONSTRUCTION SAFETY AND SECURITY	_____ Dollars _____ Cents	
SS-262-5.1	18	EA.	TIEDOWN ANCHOR	_____ Dollars _____ Cents	
C-102-5.1	1	L.S.	TEMPORARY EROSION CONTROL	_____ Dollars _____ Cents	
C-105-6.1	1	L.S.	MOBILIZATION (MAXIMUM OF 10% OF TOTAL BID)	_____ Dollars _____ Cents	
P-101-5.1	1,900	S.Y.	PAVEMENT REMOVAL	_____ Dollars _____ Cents	
P-101-5.2a	10,000	L.F.	CRACK REPAIR	_____ Dollars _____ Cents	
P-101-5.2b	10,150	L.F.	JOINT REPAIR	_____ Dollars _____ Cents	
P-101-5.4	400	S.F.	SPALLED AND FAILED ASPHALTIC CONCRETE PAVEMENT REPAIR	_____ Dollars _____ Cents	
P-101-5.5	3,245	L.F.	REMOVE EXISTING SEALANT	_____ Dollars _____ Cents	
P-501-8.1	1,900	S.Y.	CONCRETE PAVEMENT (ESTIMATED 7-9" THICKNESS)	_____ Dollars _____ Cents	

ITEM NUMBER	APPROX. QUANTITY	PAY UNIT	ITEM DESCRIPTION	UNIT PRICE IN WORDS	TOTAL AMOUNT
P-620-5.1a	1,300	S.F.	REFLECTIVE PAVEMENT MARKINGS	_____ Dollars _____ Cents	
P-620-5.1b	2,000	S.F.	NON-REFLECTIVE PAVEMENT MARKINGS	_____ Dollars _____ Cents	

- 4.0 Total cost of attached Schedule of Pay Items, written in words, for this project is:
 _____ (\$ _____)
- 5.0 None of the funds provided by the City pursuant to any agreement arising from this solicitation are to be used for any partisan or political activity to further the election or defeat of any candidate for public office or to further the approval or defeat of any referendum.
- 6.0 It is hereby agreed that everything hereto agreed upon shall be strongly bound with this instrument and form an essential part of this agreement including Appendix A - Equal Employment Opportunity Clause, Appendix B - Affidavit form, Appendix C - Ten Percent Two-Year Maintenance Bond, Appendix D - Fifty Percent Payment Bond, Appendix E - One Hundred Percent Performance Bond and Appendix F - Resolution Board of Directors, attached hereto and made a part hereof.
- 7.0 Final acceptance is not made until the entire project is completed to the satisfaction of the City Engineer and full and final payment will be made by the City of Shreveport, based upon the completed work as verified by the City Engineer.
- 8.0 The Contractor does hereby convey, sell, assign, and transfer to the City of Shreveport, Louisiana and any and all right, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating or pertaining to the particular goods or services purchased or acquired by the City of Shreveport, Louisiana, pursuant to this contract.
- 9.0 As additional consideration for this Contract, Contractor hereby agrees to waive the provisions of Act No. 602 of 1975 of the Louisiana Legislature, LA R.S. 9:2773, and the parties hereto agree that none of the provisions of the said Act 602 of 1975 are to have any force and effect whatsoever on the legal relationship between the parties hereto.
- 10.0 The parties hereto stipulate that the venue of any possible litigation arising under this agreement shall be in the First Judicial District Court, Caddo Parish, Louisiana.
- 11.0 The City shall not be obligated to pay for unsatisfactory work.
- 12.0 All work under this agreement shall be completed and submitted for final acceptance within 60 calendar days from the time so fixed for the Contractor to begin.
- 13.0 This Agreement, including Appendix A through G, IFB #21-059 the City's Standard Solicitation Provisions/Instructions to Bidders (**Section 10**) and General Contract Clauses (**Section 20**), THE FAIR SHARE PROGRAM FULL TEXT (**Section 40**) and all addenda issued by the City, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- 14.0 **RECORDING OF CONTRACT/BONDS. Contractor understands and agrees that if this contract amount is \$25,000.00 or more the CONTRACTOR must record the contract and the bonds at the CADDO PARISH COURT HOUSE.**
- 15.0 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers on the date written below:

Contractor:	Witnesses for the Contractor:
Contractors Signature:	ATTEST:
Signature (typed/printed):	ATTEST:
Title:	Contractors Telephone:
E-mail Address:	Fax Number:
Federal Employer I.D. Number:	Emergency Number(s):
Date:	Mobile Number:
CITY OF SHREVEPORT, LOUISIANA	Witnesses for the City:
	ATTEST:
ADRIAN PERKINS, MAYOR	ATTEST:

Date: _____

CITY OF SHREVEPORT-PURCHASING DIVISION

P.O. BOX 31109 SHREVEPORT, LOUISIANA 71130-1109 □ Suite 610, 505 TRAVIS SHREVEPORT, LA 71101-3042
Phone 318/673-5450 web site: www.shreveportla.gov Fax 318/673-5408

ACTION REQUIRED BY LAW

This contract **MUST BE FILED** by vendor or contractor at the Caddo Parish Court House no later than 30 days after the work has begun as required by Louisiana Bid Law, R.S.38:2241(A)(2).

Project No.: IFB 21-059

Project Name: Terminal Ramp Rehabilitation at Shreveport Downtown Airport

“Each contract in excess of \$25,000 the vendor/contractor is required to record the original contract with all bonds by the clerk of court at the Caddo Parish Court House.

Please record this contract as soon as possible and return this letter via email or fax as verification this has been done.

If you have any questions, please call the responsible buyer, Angela McNicoll at 318-673-5454.

Return to: Angela McNicoll

Email: angela.mcnicoll@shreveportla.gov

Fax: 318-673-5408

The contract above has been recorded at the Caddo Parish Court House on: _____

Signature: _____ Date: _____

Printed/Typed Name: _____

Phone Number: _____ E-Mail Address: _____

APPENDIX A-EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

- 1.0 During the performance of this contract, the Contractor agrees as follows:
- 1.1 Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veterans Readjustment Assistance Act of 1974, Title IX of The Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
- 1.2 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
- 1.3 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractors; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities.
- 1.4 The Contractor will send to each labor union or representative or workers with whom he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers representative of the Contractors commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 1.7 In the event of the Contractors noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- 1.8 The Contractor will include the provisions of paragraphs 1.1 through 1.6 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor, provided that the foregoing provisions shall not apply to contractors or subcontracts for standard commercial supplies or raw materials. The Contractor will take such action with respect to any subcontract or purchase order as the Local Public Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event of the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Local Public Agency or the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 2.0 The employer must provide an equal opportunity for an individual with a disability to participate in the job application process and to be considered for a job in accordance with the Americans with Disabilities Act of 1990. All individuals shall have equal access to any employment opportunities available to a similarly situated individual.

APPENDIX B-AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR

All architects, engineers, contractors, subcontractors, or any other person, corporation, firm, association, or other organization receiving value for services rendered in connection with this contract shall execute the following affidavit:

- 1.0 BEFORE ME, the undersigned Notary Public duly qualified and commissioned, came and appeared _____, authorized representative of _____ who does hereby state as follows, to-wit:
 - 1.1 that I employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, in connection with the construction of the public building or project or in securing the public contract were in regular course of their duties for me; and
 - 1.2 that no part of the contract price received by me was paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by me whose services in connection with the construction of the public building or project were in the regular course of the duties for me.
- 2.0 Architects and engineers are prohibited from owning a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public building or project when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.
- 2.1 For the purposes of this Section, a substantial, financial interest shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

THUS DONE AND PASSED before me, Notary, on this _____ day of _____, 20 ____.

Signature and Title: _____

NOTARY PUBLIC _____ Signature _____ Seal

APPENDIX C-TEN PERCENT TWO-YEAR MAINTENANCE BOND (Revised 4-26-03)
(Required of the Successful Bidder when the total contract amount with alternates is \$20,000 or more)

STATE OF LOUISIANA)
PARISH OF CADDO)

KNOW ALL MEN BY THESE PRESENTS:

- 1.0 That the undersigned contractor, herein, the Principal _____ and his/her/their/its Surety _____ are held and firmly bound unto the City of Shreveport, State of Louisiana, in the penal sum of _____ Dollars and _____ Cents (\$ _____), which is **10%** of the contract amount, to be paid to the City of Shreveport, its successors or assigns, for the payment of which said sum, well and truly to be made, we do hereby firmly bind ourselves, our heirs, executors, administrators and successors, jointly and severable by these presents.
- 1.1 The condition of the above obligation is such that the Principal shall enter into a contract with the City of Shreveport for the furnishing of all labor, materials, equipment, rentals and other services and supplies specified in said contract for the following:
- 1.2 Project Name: Terminal Ramp Rehabilitation at Shreveport Downtown Airport
- 1.3 IFB #21-059
- 2.0 Now, therefore, the obligation of the Principal shall include, though it is expressly and specifically not limited to, the maintenance and repair of any and all defects in workmanship or materials which may develop or occur in the above-referenced project, free of any and all cost to the City of Shreveport, for a period of two (2) years from the date of the final acceptance of the project. The limit for the maintenance portion of the obligation shall be 10 percent of the penal sum.
- 3.0 Provided further, that the Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or modification.
- 4.0 Provided further, that the Principal and Surety hereby stipulate and agree that this bond shall be in full force and effect as of the effective date of the above referenced contract.
- 5.0 IN TESTIMONY WHEREOF, the Principal has hereunto set his hand; the Surety has caused these presents to be extended in its name and its corporate seal to be hereunto affixed by its attorney-in-fact; and the undersigned attorney-in-fact hereby attests that s/he is duly authorized on this date and under the conditions set forth herein so to do.

WITNESSES:

_____ Name of Principal: _____

_____ Signature by: _____

WITNESSES:

_____ Surety by: _____

_____ Name of Attorney-In-Fact: _____

Signed, sealed, and acknowledged before me _____, the undersigned notary, duly commissioned
And qualified in the presence of _____ and _____ on this ___ day of
_____, 20__.

NOTARY PUBLIC _____ Signature _____ Seal

APPENDIX D- ONE HUNDRED PERCENT PAYMENT BOND

(Required of the Successful Bidder when the total contract amount with alternates is \$25,000 or more)

STATE OF LOUISIANA)

PARISH OF CADDO)

KNOW ALL MEN BY THESE PRESENTS:

1.0 That the undersigned contractor, herein, the Principal _____ and his/her/their/its Surety _____ are held and firmly bound unto the City of Shreveport, State of Louisiana, in the penal sum of _____ Dollars and _____ Cents (\$ _____), which is **100%** of the contract amount, to be paid to the City of Shreveport, its successors or assigns, for the payment of which said sum, well and truly to be made, we do hereby firmly bind ourselves, our heirs, executors, administrators and successors, jointly and severable by these presents.

1.1 The condition of the above obligation is such that the Principal shall enter into a contract with the City of Shreveport for the furnishing of all labor, materials, equipment, rentals and other services and supplies specified in said contract for the following:

1.2 Project Name: Terminal Ramp Rehabilitation at Shreveport Downtown Airport

1.3 IFB #21- 059

2.0 Now, therefore, that if said Principal fails to duly pay for any labor, materials, equipment, rentals, or any other services or supplies used or consumed by the Principal or his/her/their/its subcontractor in the performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

3.0 Provided further, that the Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or modification.

4.0 Provided further, that the Principal and Surety hereby stipulate and agree that this bond shall be in full force and effect as of the effective date of the above referenced contract.

5.0 IN TESTIMONY WHEREOF, the Principal has hereunto set his hand; the Surety has caused these presents to be extended in its name and its corporate seal to be hereunto affixed by its attorney-in-fact; and the undersigned attorney-in-fact hereby attests that s/he is duly authorized on this date and under the conditions set forth herein so to do.

WITNESSES:

_____ Name of Principal: _____

_____ Signature by: _____

WITNESSES:

_____ Surety by: _____

_____ Name of Attorney-In-Fact: _____

Signed, sealed, and acknowledged before me _____, the undersigned notary, duly commissioned and qualified in the presence of _____ and _____ on this ___ day of _____, 20__.

NOTARY PUBLIC _____ Signature _____ Seal

APPENDIX E-ONE HUNDRED PERCENT PERFORMANCE BOND

(Required of the Successful Bidder when the total contract amount with alternates is \$50,000 or more)

STATE OF LOUISIANA)

PARISH OF CADDO)

KNOW ALL MEN BY THESE PRESENTS:

1.0 That the undersigned contractor, herein, the Principal _____ and his/her/their/its Surety _____ are held and firmly bound unto the City of Shreveport, State of Louisiana, in the penal sum of _____ Dollars and _____ Cents (\$ _____), which is **100%** of the contract amount, to be paid to the City of Shreveport, its successors or assigns, for the payment of which said sum, well and truly to be made, we do hereby firmly bind ourselves, our heirs, executors, administrators and successors, jointly and severable by these presents.

1.1 The condition of the above obligation is such that the Principal shall enter into a contract with the City of Shreveport for the furnishing of all labor, materials, equipment, rentals and other services and supplies specified in said contract for the following:

1.2 Project Name: Terminal Ramp Rehabilitation at Shreveport Downtown Airport

1.3 IFB #21-059

1.4 Now, therefore, if said Principal shall well, properly, faithfully, and honestly discharge, do and perform all and singular obligations and things of said contract, to be done and performed by said Principal, according to said Contract, then this obligation shall be void; otherwise, the same shall remain in full force and effect.

1.5 Provided further, that the Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed hereunder, or the specifications accompanying the same, 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 modification.

1.6 Provided further, that the Principal and Surety hereby stipulate and agree that this bond shall be in full force and effect as of the effective date of the above referenced contract.

1.7 IN TESTIMONY WHEREOF, the Principal has hereunto set his hand; the Surety has caused these presents to be extended in its name and its corporate seal to be hereunto affixed by its attorney-in-fact; and the undersigned attorney-in-fact hereby attests that s/he is duly authorized on this date and under the conditions set forth herein so to do.

WITNESSES:

_____ Name of Principal: _____

_____ Signature by: _____

WITNESSES:

_____ Surety by: _____

_____ Name of Attorney-In-Fact: _____

Signed, sealed, and acknowledged before me _____, the undersigned notary, duly commissioned and qualified in the presence of _____ and _____ on this ___ day of _____, 20__.

NOTARY PUBLIC _____ Signature _____ Seal

APPENDIX F

RESOLUTION OF BOARD OF DIRECTORS

(Required of the Successful Bidder when the total contract amount with alternates is \$5,000 or more)

1.0 Name of Corporation: _____

2.0 Be it resolved by the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____ and domiciled in _____, that _____ is hereby authorized to sign any and all contracts and/or agreements with the City of Shreveport and to do any and all things necessary to execute the contracts and/or agreements on behalf of this corporation.

3.0 That I, _____, _____,
(Name) (Position of Authority)

hereby certify that the above and foregoing resolution is a true and correct copy of a resolution of the Board of Directors of this corporation which was passed at a meeting, duly called on _____, 20 ____ at which a quorum was present.

4.0 This resolution has been entered into the records of this corporation, has not been rescinded or modified, and remains in full force and effect on this date.

Dated this day _____ of _____, 20 ____.

WITNESSES:

Signature: _____

Federal Tax I.D. Number: _____

THIS PAGE MUST BE COMPLETED AND ONE ORIGINAL AND FIVE COPIES RETURNED WITH YOUR CONTRACT. IF IT IS NOT POSSIBLE TO OBTAIN THIS RESOLUTION BY THE CONTRACT SIGNING DATE, ATTACH YOUR STANDARD FORM HERE THAT SHOWS YOUR AUTHORITY TO SIGN CONTRACTS.

IF YOUR COMPANY IS NOT A CORPORATION COMPLETE BELOW:

Signature: _____ SSN or Federal ID Number: _____

CITY OF SHREVEPORT

Section 40-Fair Share Requirements (Revised 11-10-2020)

Applies to IFB, RFP, RFS, and RFQ Documents except when a Commodity Purchase or if for the Airport.

1.0 DEFINITIONS

1.1 **Bid**-shall mean bid for IFBs, proposal for RFPs, and quote for RFQs.

1.2 **Contractor**-shall mean prime contractor for IFBs, RFPs, and RFQs. For RFSs, **Contractor** shall mean Prime Consultant.

1.3 **Offeror**-shall mean a person who submits an RFP.

1.4 **Subcontractor**-shall mean subcontractor for IFBs, and RFQs. For RFSs, Subcontractor shall mean Sub consultant.

1.5 **FSC**-is Fair Share Certified (specific to City-Funded Projects and included in the Fair Share computation). **Fair Share Certification applications may be obtained as follows:**

1.6 Contact Jeanetta Scott... 318-673-5060

1.6.1 Fair Share Office

1.6.2 505 Travis Street, Suite 260

1.6.3 Shreveport, LA 71101

1.6.4 FSC Application Affidavits maybe downloaded at:

http://www.shreveportla.gov/fair_share/FairShareAPP

1.7 **DBE-is** Disadvantaged Business Enterprise (specific to Federally funded Projects - generally FAA, DOTD or FTA projects).

1.8 **S/DBE-is** Small Disadvantaged Business Enterprise (again, specific to Federally Funded Projects - a group that is defined by the Government as "presumptively disadvantaged" by provisions of CFR 49). **DBE applications may be obtained as follows:** <http://www8.dotd.louisiana.gov/UCP/UCPdownloads.aspx>

1.9 **MBE-is** Minority Business Enterprise. The designation of MBE is obtained through the submission of a Vendor's Application that can be obtained through the Purchasing Office. Vendor Applications may be downloaded at: <http://www.shreveportla.gov/bid/section800.htm>

2.0 PURPOSE OF THE PROGRAM

2.1 The City of Shreveport has implemented this program to ensure that their **construction and service** contracts provide employment and growth opportunities for small disadvantaged businesses.

2.2 Therefore, when the goal has not been met, prime contractors are required to submit proof showing that good faith efforts have been made to contract with FSC, S/DBE or DBE subcontractors.

2.3 All efforts must be documented.

2.4 Direct commodity purchases made by the City are exempt from the program.

3.0 FAIR SHARE CONTRACT CLAUSES

3.1 The following Fair Share Contract Clauses and Good Faith Effort Requirements are only a small part of the Fair Share Program.

3.1.1 The Fair Share Program full text and forms that will be needed are posted in the Purchasing Office, or available upon request, or available on our web site at www.shreveportla.gov, and are incorporated by reference in all solicitation documents with the same force and effect as if set forth in full text.

3.1.2 ANY DEVIATIONS FROM THE FAIR SHARE REQUIREMENTS LISTED HEREIN MUST BE CLEARLY IDENTIFIED WITH EACH SOLICITATION RESPONSE.

3.1.3 PLEASE CALL THE FAIR SHARE OFFICE AT (318) 673-5060 OR THE PURCHASING DIVISION AT (318) 673-5450 IF YOU HAVE ANY QUESTIONS.

3.2 Prompt Payment Clause

- 3.2.1 The City of Shreveport will, after acceptance of goods or services and the receipt of a proper invoice from the contractor, process request for payment, said payment to be paid within thirty (30) days.
- 3.2.2 Prime contractors shall then be required to ensure payment is made to any designated small or disadvantaged business (subcontractors), within fifteen (15) business days of receipt of payment to the prime contractor from the City.
- 3.2.3 Upon satisfactory completion of a contract, the City and/or prime contractor will ensure that any retainage payments are returned within thirty (30) business days.
- 3.2.4 Failure to comply with the terms of this requirement may be grounds for termination of the contract by the City.
- 3.3 **Affirmative Action Clause**
- 3.3.1 The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
- 3.3.2 The contractor shall carry out applicable requirements of the appropriate funding guidelines for each contract. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as the City deems appropriate.
- 3.4 **Participation of Small Disadvantaged Business Concerns**
- 3.4.1 It is the policy of the City of Shreveport that all prime contractors and service providers utilize qualifying small disadvantaged business concerns.
- 3.4.2 The City has set a goal of 25% for participation of these said business concerns in all City-let contracts and/or purchases.
- 3.4.3 Specific goals are set on federally funded contracts as determined by the regulating federal agency and language to that effect shall be included in those contracts.
- 3.4.4 Failure by a contractor or service provider to include these designated businesses could constitute breach of contract and result in remedial action.
- 3.4.4.1 Assurance of utilization of FSC, S/DBE, and DBE subcontractors is given through FSC FORM 4, Letter of Intent.
- 3.5 **Subcontractor Payment Certification**
- 3.5.1 Every contract by the City for the performance of work will contain a provision requiring the prime contractor to certify in writing that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime contractor prior to receipt of any further progress payments.
- 3.5.2 In the event a contractor is unable to pay subcontractors or suppliers until it has received a progress payment from the City, the prime contractor shall pay all subcontractors or suppliers funds due, from said progress payments within forty-eight hours of receipt of payment from the City.
- 3.5.3 During the contract and upon completion of the contract, the City may request documentation to certify payments to subcontractors or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the City or any liability on the City for the contractor's failure to make timely payment to the subcontractor.
- 3.6 Fair Share Certified (FSC), S/DBE or DBE PARTICIPATION-GOOD FAITH EFFORT REQUIREMENTS
- 3.7 PRE-BID EFFORTS REQUIRED REGARDING S/DBEs or DBEs
- 3.8 Bidders are **required** to contact and make good faith efforts to contract with City and Louisiana Unified Certification Program (LAUCP) Certified FSC, S/DBE or DBE firms for each division of work identified in these documents which will be performed by a subcontractor.
- 3.9 A list of FSC, S/DBE or DBE contractors specializing in the divisions of work identified for subcontracting on this project can be found at the following Web Sites...City Projects: <http://www.shreveportla.gov/141/Online-Database> Federal Projects: <http://www8.dotd.louisiana.gov/ucp/>
- 3.10 These requirements are contractual obligations and are included in all contracts.
- 3.11 Failure to comply may result in a finding of breach of the contract, disqualification of the bidder to bid on future contracts, or a claim for damages.

3.12 Who to contact

3.12.1 For each division of work identified in these documents that will be performed by a subcontractor, Bidders must contact:

3.12.2 Every FSC, S/DBE or DBE firm that attended the pre-bid meeting (if one was held) which specializes in a division of work that will be subcontracted, and

3.12.3 In addition to the above, a minimum of five (5) other FSC, S/DBE or DBE firms.

3.12.4 If there are less than 5 firms listed for a particular division of work, all of the subcontractors in that division must be contacted.

3.13 When to contact

3.13.1 All Bidders must provide project information to FSC, S/DBE, or DBE firms in sufficient time to permit the firm to have an equal opportunity to compete for work that the successful bidder will subcontract together with the date and time that subcontractor's bids are due.

3.13.2 The first documented contact with each FSC, S/DBE, or DBE firm must be at least seven (7) working days before bid opening.

3.14 How to contact

3.14.1 First contact: Bidders shall contact FSC, S/DBE or DBE subcontractors by letter or fax to advise them of potential subcontracting opportunities.

3.14.2 Follow-up: Bidders shall follow up with telephone calls to each FSC, S/DBE, or DBE firm contacted to determine if a bid will be submitted or if further information is required.

3.14.3 A firm need not be contacted if that firm responds to the first contact with a statement that the firm will not bid on this project.

3.15 What information must be provided

3.15.1 **The apparent lowest construction/service provider bidder shall be required to complete/submit Fair Share Forms 1 through 4 within 72 hours after notification. If additional information is needed, it must be turned in within 24 hours or the bid will be declared as non-responsive when additional time is not approved by the Fair Share office.**

4.0 **ADDITION/REPLACEMENT OF SUBCONTRACTORS AFTER SUBMISSION**

4.1.1 The successful bidder will not be permitted to add or replace a subcontractor without the consent of the DBE Compliance Manager and/or the Fair Share Office and the Originating Department.

4.1.2 If any subcontractor is added or replaced after the contract award, the contractor shall make good faith efforts to contract with another FSC, S/DBE, or DBE for the work to be performed by that subcontractor.

4.1.3 Documentation of these efforts is required and must be submitted to the Purchasing Agent and the Fair Share Office **on FSC FORM 2.**

5.0 **DOCUMENTATION OF GOOD FAITH EFFORTS**

5.1 **FAIR SHARE DOCUMENTS TO BE SUBMITTED BY THE APPARENT LOWEST CONSTRUCTION/SERVICE PROVIDER BIDDER.**

5.1.1 **COMPLIANCE AGREEMENT-FSC FORM 1.** Submit completed **FSC FORM 1.**

5.1.2 **UTILIZATION/CONTRACT TRACKING-FSC FORM 2.** Submit **FSC FORM 2** showing all subcontractors/all sub-subcontractors to be used on this contract and use for any changes also. **Note:** Construction Bidders, including 100% Fair Share/DBE, must turn in this form showing all subcontractors to be used on this contract.

5.1.3 **PROJECT CONTACT SHEET-FSC FORM 3.** Submit **FSC FORM 3** showing a completed log of contacts with FSC, S/DBE, or DBE firms.

5.1.4 **LETTER OF INTENT-FSC FORM 4.** Submit a signed **FSC FORM 4**, Letter of Intent indicating FSC, S/DBE and DBE Subcontractors and Sub-Subcontractors along with the scope of work to be performed and price/cost of goods or services to be performed by the Subcontractor. There must be a separate Letter of Intent for each FSC, S/DBE or DBE Subcontractor or Sub-subcontractor. This **letter of Intent** must be submitted within 72 hours of the bidder being designated as "the apparent lowest construction/service provider bidder", or his/her bid **will** be declared non-responsive.

- 5.1.5 Failure to submit these documents shall make a bid non-responsive and the apparent lowest bidder ineligible to receive an award of the contract.
- 5.1.6 The Purchasing Agent and/or the DBE Compliance Manager and/or the Fair Share Office shall have the right to seek clarification to assure good faith effort compliance.
- 6.0 **DOCUMENTS TO BE SUBMITTED AFTER CONTRACT AWARD.**
- 6.1.1 **MONTHLY SUBCONTRACTOR PAYMENT UTILIZATION REPORT-FSC FORM 5:** All subcontractors (including FSC, S/DBE, or DBE firms) and second tier subcontractors shall be reported on the FSC **FORM 5** as well as contract amounts and payments.
- 6.1.2 **Copy of letter or fax sent to FSC, S/DBE, or DBE firms:** *When requested, provide one copy of the letter or fax sent to FSC, S/DBE or DBE firms to solicit bids for this project. If more than one form of letter or fax was sent, submit a copy of each form sent.*
- 6.2 **Optional Good Faith Efforts**
- 6.2.1 Contractors should consider efforts such as:
- 6.2.2 Did the contractor advertise in general circulation, trade association, and small disadvantaged-focus media concerning subcontracting opportunities?
- 6.2.3 Did the contractor provide written notice to a reasonable number of specific FSC, S/DBEs, or DBEs that interest in the contract was being solicited, in sufficient time to allow the FSCs, S/DBEs, or DBEs to participate effectively? (NOTE: It is recommended that certified mail be used to provide documentation).
- 6.2.4 Did the contractor follow up initial solicitations of interest by contacting FSC, S/DBEs or DBEs to determine certainty whether the FSCs, S/DBEs or DBEs were interested?
- 6.2.5 Did the contractor select portions of the work to be performed by FSCs, S/DBEs, or DBEs, including, where appropriate, breaking down contracts into economically feasible units to facilitate participation?
- 6.2.6 Did the contractor provide interested FSCs, S/DBEs, or DBEs with adequate information about the plans, specifications, and requirements of the contract?
- 6.2.7 Did the contractor negotiate in good faith with interested FSCs, S/DBEs, or DBEs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities?
- 6.2.8 Did the contractor make efforts to assist interested FSCs, S/DBEs, or DBEs in obtaining bonding, lines of credit, or insurance required by the recipient or contractor?
- 6.2.9 Did the contractor effectively utilize the services of available community organizations; contractors' groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of FSCs, S/DBEs, or DBEs?

END

City of Shreveport
COMPLIANCE AGREEMENT-FSC FORM 1

Bid Number: _____ (Revised 9-10-07)

By signing this document, the bidder hereby certifies, understands, and affirms that:

- 1.0 It has not discriminated against any FSC, S/DBE, or DBE firms in awarding subcontracts for this project.
- 2.0 The good faith efforts requirements are contractual obligations that must be fulfilled whether or not listed on these forms.
- 3.0 **The apparent lowest construction/service provider bidder shall be required to complete/submit Fair Share Forms 1 through 4 within 72 hours after notification. If additional information is needed, it must be turned in within 24 hours or the bid will be declared as non-responsive when additional time is not approved by the Fair Share office.**
- 4.0 Failure to provide information may result in a loss of the bidder's bid bond.
- 5.0 Replacement of a subcontractor during contract performance without: a) obtaining the prior written consent of the DBE Compliance Manager and/or the Fair Share Office and the originating department; and b) subsequent good faith efforts in selection of a replacement; is prohibited and a breach of contract. **See UTILIZATION/CONTRACT TRACKING-FSC FORM 2 AS REQUIRED FOR ALL SUBS/SUB of SUBS.**
- 6.0 Consideration was given to waiving bonding requirements for FSC, S/DBE, or DBE subcontractors.

And, Executes this Compliance Agreement as:

Company Name: _____

Address: _____

Phone Number: _____ FAX Number: _____

By: _____
Signature of Authorized Owner or Representative Title Date

Print Name: _____

City of Shreveport

UTILIZATION/CONTRACT TRACKING-FSC FORM 2

This multipurpose form is used to list all types of subs and changes to their status for Fair Share and Contract Tracking Reporting. (Revised 1/20/2021)

1. IFB/RFP/RFS/RFQ # (Circle 1) _____ 2. Project Name _____
 3. Prime Contractor _____ 4. Bid Amount of Total Project (\$) _____
 5. Prime Contractor's Federal Tax ID # _____ Change Order? Yes or No C/O # _____

List all Subcontractors (copy as needed)	Status – Circle all that apply	Type of work to be performed	Subcontracted Amount \$ + or (--)
Federal I.D. # _____ Company _____ Name _____ Address _____ Phone # _____ Fax # _____ E-Mail _____ State Class/License # _____	FSC, DBE		
Federal I.D. # _____ Company _____ Name _____ Address _____ Phone # _____ Fax # _____ E-Mail _____ State Class/License # _____	FSC, DBE		
Federal I.D. # _____ Company _____ Name _____ Address _____ Phone # _____ Fax # _____ E-Mail _____ State Class/License # _____	FSC, DBE		

Prime Contractor's Signature _____ Date: _____ Phone: _____
 Project Mgr. Signature: _____ Date: _____ Fair Share Office Approval: _____ Date: _____

City of Shreveport
PROJECT CONTACT SHEET-FSC FORM 3
 (Revised 8-30-07)

Name of Project: _____ Bid Number: _____

Bidder's Name: _____

Bidders should record their contacts with potential FSC or DBE subcontractors through use of this log. Additional forms may be copied if needed.

Name of Subcontractor	Type of Contact(s)	Date & Time of Contact	Person making/receiving call or other communications	Contact made? Yes/No	Quote received Amount (\$)	Quote accepted Or rejected?	Comments



Bid # _____ PROJECT# _____ FSC FORM 4

Fair Share / Disadvantaged Business Enterprise Compliance Management

**LETTER OF INTENT TO PERFORM AS A PRIME CONTRACTOR AND
UTILIZE A SUBCONTRACTOR/SUBCONSULTANT**

[NOTE: Pursuant to the City of Shreveport's Fair Share Program for Equal Business Opportunity, established by Ordinance No. 105, 1999, 7-27-99, DBE firms participating in the Program must have current certification status prior to award of a contract where they are counted towards subcontracting participation. If the City of Shreveport determines that a firm is not an eligible DBE firm, that firm is advised to immediately submit a completed certification application to the State of Louisiana, Department of Transportation and Development, LAUCP Section, P.O. Box 94245, Baton Rouge, LA 70804-9245 for consideration on subsequent projects.

1. Name of Project _____

2. Name of offeror/prime contractor _____

3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply", "install" or "perform particular services"):

_____ at the price of \$ _____

(Name of DBE/FSC Firm) (Date)

Circle one (Owner/Authorized Agent of DBE/FSC firm) Type or Print Name (Signature of Owner or Authorized Agent of DBE /FSC Firm)

(Phone Number) (Fax Number)

AFFIDAVIT OF PRIME CONTRACTOR

I HEREBY DECLARE AND AFFIRM that I, _____ am the duly authorized representative of
(Circle one-Owner/Authorized Agent)

_____ and that I have personally reviewed the material and
Name of Prime Contractor

facts set forth in this Letter of Intent to Perform. To the best of my knowledge, information, and belief, the facts in this form are true, and no material facts have been omitted.

Pursuant to the City of Shreveport Ordinance, No. 105, 1999, 7-27-99, Sec. 2-414, Intentional failure by a contractor or service provider to include these designated businesses could constitute breach of contract and result in remedial action. Further, any person [entity] who makes a false or fraudulent statement in connection with participation of a **DBE** or **FSC** in any City of Shreveport contract may be referred for debarment procedures from subsequent contracts with the City of Shreveport.

I do solemnly swear or affirm that the signatures contained herein and the information provided by the Prime Contractor are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

Circle One (Owner/ Authorized Agent) Type or Print Name (Name of Prime Contractor company/firm -Print or Type)

(Signature of Owner or Authorized Agent) (Date)

(Phone Number) (Fax Number) (Revised 8-30-07)

SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT – FORM 5

(Revised 6/20/2020)

Contract Number:		Prime Contract Amount:	
Progress Report Number:		Report Period Dates:	To:
Prime Contractor:		Project Name:	

(1) Subcontractor Name	(2) Class	(3) Work Description	(4) Original Subcontract Amount	(5) Approved Changes	(6) Revised Subcontract Amount (4+5)	(7) Current Period Work Completed	(8) Total Work Completed to Date <small>(Previous Total to Date+(7))</small>	(9) Remaining Subcontract Amount (8-6)
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE							
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE							
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE							
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE							
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE							

This worksheet assumes a 5% retainage. Changes to Contract: Replacement, substitution, or addition to FSC, S/DBE or DBE firms must be handled in conformance with the contract documents. IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN FULLY UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.		Notary Public Use Only: State of _____ Parish / County of _____ Subscribed and sworn to (or affirmed) before me this _____ day of _____ in the year of _____
Printed Name of Authorized Contractor Representative: _____ Authorized Signature of Contractor Representative: _____ Date: _____		Signature of Notary Public: _____
Instructions: Document must be typed or printed Legibly. Unreadable information will require resubmittal and may cause delays in processing. Submit with request for progress payment and send a copy to: DBE Compliance Manager and/or the City of Shreveport's Fair Share Office, P.O. Box 31109, Shreveport, LA 71130.		

INSTRUCTIONS FOR COMPLETING FSC FORM 5 SUBCONTRACTOR PAYMENT AND UTILIZATION

(Revised 6/20/2020)

1.0 FORM 5 GENERAL INSTRUCTIONS

- 1.1 All form 5 reports must be notarized before submittal. Notarization section is found in lower right corner of form.
- 1.2 All form 5 reports should be electronically. Only the Signature Block and Notary Block require handwritten input.
- 1.3 If the Form 5 Report is handwritten, it must be legibly printed. Any forms with illegible handwriting will be rejected and require resubmittal in acceptable print and could result in delays in processing applications for payment.
- 1.4 When entering current period and cumulative paid amounts into Form 5, enter the amount paid less retainage. It is assumed that 5% retainage has been held out of the payment. Including the retainage amount will result in an overstatement in payments and require all Payment Application Form 5's to be corrected and to be resubmitted. This will hold any current Payment Applications from being processed until satisfactory resolution.

2.0 FORM 5 SPECIFIC INSTRUCTIONS

- 2.1 CONTRACT NUMBER: Enter the contract number for this project as assigned by the City Purchasing Division.
- 2.2 PROGRESS REPORT NO: Enter Report number 1 for the first report submitted and subsequent numbers for reports submitted thereafter. Note, this should be the same as the invoice or payment application number.
- 2.3 PRIME CONTRACTOR: Enter Full Company Name as stated on contract with City of Shreveport.
- 2.4 PRIME CONTRACT AMOUNT: Enter the current Prime Contract Amount including any Approved Change orders.
- 2.5 REPORT PERIOD DATES: Enter the beginning and ending dates corresponding to the progress payment period. Example: 6/1/2020 thru 6/30/2020. Report periods should be sequential and not overlap.
- 2.6 PROJECT NAME: Enter the full project name as indicated on the contract documents.
- 2.7 SUBCONTRACTOR NAME: Enter the names of all subcontractors having performed work or paid on this project during the reporting period.
- 2.8 CLASSIFICATION: Select the appropriate FSC, S/DBE, or DBE status of each contractor listed in item 2.7. Note: Designations should be consistent with how firms were certified by LAUCP or the City of Shreveport at the time of contract award. Only one designation may be used for credit and will be applied accordingly. Non-certified firms should not have a designation selected.
- 2.9 LIST SECOND TIER SUBCONTRACTORS.
- 2.10 WORK DESCRIPTION: Enter a brief description of the work subcontractors are performing. Example: Landscaping, electrical supplier, electrical contractor, remove and replace inlets, furnish, and install catch basins, etc.
- 2.11 ORIGINAL CONTRACT AMOUNT: Enter the original contract dollar amount for each subcontract at time of award.
- 2.12 APPROVED CHANGES: Enter the cumulative dollar value of any changes for each subcontract. If no changes then enter "0". Note: reductions in subcontractor amounts should be shown as negative with parentheses. Example negative amount (\$3,133.85). Additionally, please provide an explanation of any changes.
- 2.13 CURRENT APPROVED SUBCONTRACT AMOUNT: This amount should be the total dollar value current contract amount (Column 4) plus or minus approved changes (column 5).

- 2.14 CURRENT PERIOD CONTRACTOR WORK COMPLETED: Enter the amount paid to the subcontractor during the current reporting period. If the reporting period is June 1, 2020 thru June 30, 2020 and you paid your subcontractor during that period, that is the amount you enter in this section. ONLY the current period amount paid to the subcontractor. Note: If you do not have any payments made to the subcontractor in the current period, you must enter "0".
- 2.15 CUMULATIVE ACTUAL SUBCONTRACTOR WORK COMPLETED TO DATE: Add the Cumulative amount paid to the subcontractor from the previous reporting period form 5 (Previous month Payment Application) to the current period amount paid to the subcontractor from the current form 5 (Current Payment Application). The total of the two is entered here. This should be the total amount paid to subcontractor including the current period.
- 2.16 REMAINING SUBCONTRACTOR AMOUNT: This is a calculated field in form 5. This calculation is the sum of the revised contract amount (Column 6) minus total work completed (Column 8). If filling form 5 out manually please fill in based on the calculation listed above.
- 2.17 PRINTED NAME OF AUTHORIZED CONTRACTOR REPRESENTATIVE: Enter the printed name of responsible party having signature authority and acting as contractor representative on behalf of the contractor. Note: This can be entered electronically.
- 2.18 AUTHORIZED SIGNATURE OF CONTRACTOR REPRESENTATIVE: This signature line must be physically signed by the person having signature authority and acting representative on behalf of the Contractor. Note: This signature must match the printed name.
- 2.19 DATE: Enter the date in which form 5 was signed by the contractor authorized representative.
- 2.20 NOTARY PUBLIC: Contract must have this section completed by a licensed Notary Public before submittal.
- 2.21 RETENTION: Form 5 assumes 5% retention has been withheld from subcontractor payments.
-

END

City of Shreveport

IFB/RFQ/RFP/RFS # _____ PROJECT _____

CONTRACT VERIFICATION-DBE/FSC FORM 6

To be used for Architecture/Engineering, Construction & Service Contracts. This document must be furnished within five (5) working days after the City executed contract is picked up by the prime contractor. **The Notice to Proceed will not be issued until this form is received by the Project Manager for the City.** Project Manager sends copy to the Fair Share Office and Purchasing Division.

Is there a possibility other subs will be reported at a later date? Yes/No (circle one). Revised 6-2-10.

By signing this document, the contractor hereby certifies, understands, and affirms that he/she has signed a contract (includes signed proposal, signed purchase order, or written contract) with the following subcontractors:

LIST ALL SUBCONTRACTORS WITH SIGNED CONTRACTS	*ALREADY LISTED ON FORM 2 (YES OR NO)	REPLACES THIS SUB THAT WAS LISTED ON FORM 2	SIGNED CONTRACT AMOUNT \$

***If answer is "no" list sub they replaced in the next column and attached a revised Form 2.**

The City reserves the right to require the contractor to produce or provide copies of any/all contracts listed. Pursuant to the City of Shreveport Ordinance, No. 105, 1999, 7-27-99, Sec. 2-414, Intentional failure by a contractor or service provider to include these designated businesses could constitute breach of contract and result in remedial action. Further, any person [entity] who makes a false or fraudulent statement in connection with participation of a **DBE** or **FSC** in any City of Shreveport contract may be referred for debarment procedures from subsequent contracts with the City of Shreveport.

I do solemnly swear or affirm that the signatures contained herein and the information provided by the Prime Contractor are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

 Circle One (Owner/ Authorized Agent) Type or Print Name

 (Name of Prime Contractor company/firm -Print or Type)

 (Signature of Owner or Authorized Agent)

 (Physical Address)

 (Phone Number)

 (Date)

 (E-Mail Address)

 (Fax Number)

INSURANCE/BOND/INDEMNIFICATION REQUIREMENTS OF CONSTRUCTION/ PUBLIC WORKS CONTRACTORS

Give a copy of these requirements to your agent.

1.1 Definitions

1.1.1 INSURANCE COMPANY

1.1.1.1 The company or firm which will protect the CONTRACTOR from claims which may arise out of or result from the Contractors operations and for which the CONTRACTOR may be legally liable. An acceptable insurance company is defined as one licensed in the State of Louisiana or an approved non-admitted carrier. Generally, as a minimum, the company issuing a bond must have a current **A. M. Best rating of A- or better**. Companies providing insurance coverage **other than bonds** must have a current **A. M. Best rating of B+VII or better**. This rating requirement will be waived for the Workers Compensation coverage only. Modification of this standard may be considered upon appeal to the Director of Finance.

1.1.1.2 SURETY

1.1.1.3 The bondsman, party or parties who may guarantee the fulfillment of the contract by bond. An acceptable surety company is defined to be a company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds or appears on the current Treasury List (i.e., U. S. Department of the Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies) and approved for an amount equal to or greater than the amount of the contract, licensed in the State of Louisiana and qualified to write bonds in the State of Louisiana.

1.2 **SURETY BONDS**

1.2.1 PROPOSAL GUARANTY

1.2.2 **When required**, the bid must be accompanied by a **bid bond in an amount not less than 5% of the total bid amount including additive alternates**. The proposal guaranty shall be a check certified by the cashier of a National or State Bank, or a bid bond guaranteed by an acceptable surety company. The certified check or bid bond shall be made payable to the City of Shreveport, Louisiana. A cashiers check or money order will be accepted; however, currency will not be accepted.

1.2.3 PROCUREMENT OF SURETY BONDS AND INSURANCE

1.2.4 **When required**, any surety bond written for public works project shall be written by a surety or insurance company currently on the U. S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U. S. Department of the Treasury Financial Management Service list; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the companys assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance. In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

1.2.5 CONTRACT BOND

1.2.5.1 **When required**, prior to the execution of the contract, the CONTRACTOR shall file with the City a performance/maintenance/payment bond with an acceptable surety company, as defined herein, on a form provided by the City. The CONTRACTOR shall pay all premiums and costs thereof and incidental thereto. The bond must be signed by both the CONTRACTOR and surety.

1.2.5.2 The insurance required shall be written for not less than limits of liability specified herein. Coverage shall be written on forms which include contractual liability and independent contractor coverage on an occurrence basis and products/completed operations coverage. Products/completed operations coverage shall be maintained for a two-year period from the date of final payment. The coverages shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

1.2.6 PROPERTY INSURANCE

1.2.6.1 CONTRACTOR shall obtain at CONTRACTORS cost such property insurance covering the work as may be specified in the Special Provisions of the contract.

1.2.6.2 Certificates of insurance on forms provided by the insurer shall be filed with the City prior to commencement of the work. The City has the right to require certified copies of the policies included with the certificates. Evidence that the Authorized Representative signing the Certificate is authorized to bind the insurance company or companies affording coverage may also be required. These certificates and insurance policies required by this shall contain a provision that coverages afforded under the policies will not be materially changed or canceled until at least a 30-day prior written notice has been given to the City by the insurance company. In the event the policies are canceled due to nonpayment of premium, only a 10-day notice will be required. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment Information concerning reduction of coverage shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the Contractors information and belief.

2.0 **INDEMNIFICATION**

2.1 To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the City and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

2.2 In claims against any person or entity indemnified under this Paragraph by an employee of the CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a restriction on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers or workmen compensation acts, disability benefit acts or other employee benefit acts.

3.0 **USE OF LANDS**

3.1 **PRESERVATION AND RESTORATION OF RAILWAY PROPERTY**

3.1.1 The provisions given elsewhere herein, which require the CONTRACTOR to protect property against damage, and which place upon the CONTRACTOR all responsibility for damage to property, injury to persons, and loss, expense, inconvenience and delay to the owners of property and others, shall be understood to apply in connection with railway lines or railroads the same as in connection with other kinds of property. In the protection of railway lines and railroad, however, the CONTRACTOR will be required to exercise particular care to avoid any damage which might result in train wrecks or in delays in train service. In the performance of work in close proximity to railroad tracks, the Contractor shall consult with the railroad owners or officials in regard to means and methods of conducting the work, and, unless the City orders otherwise, he shall use in the performance of the work means and methods which are not unsatisfactory to said owners or officials, and he shall at his own expense provide such track walkers and flag men as the said owners and officials may deem necessary for the adequate protection of the railroad property and train services.

3.2 The CONTRACTOR shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience or delay which may result from carrying out of the work to be done under this contract, and, if the special provisions so specify, he shall give bond or insurance in the amount therein specified to each corporation, company, partnership, or individual owning or operating any of the properties affected, in guarantee of this responsibility. Any extension of time granted the CONTRACTOR in which to complete the contract shall not relieve him or his surety from this responsibility.

4.0 **RESPONSIBILITY FOR DAMAGE CLAIMS**

4.1 **Contractors RESPONSIBILITY**

4.1.1 Until final written acceptance of the project by the City, the CONTRACTOR shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or from the non-execution of the work. The CONTRACTOR shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, of the public enemy or of governmental authorities. The CONTRACTOR shall notify in writing his insurer within 10 days of any claim against the project and provide the City with a copy of such notification.

4.2 PERSONAL LIABILITY OF PUBLIC OFFICIALS

4.3 In carrying out the provisions contained herein or in exercising any power or authority granted by this contract, there shall be no personal liability upon any City employee or any official acting for the City, it being understood that in such matters they act as the agents of the City.

4.4 NO WAIVER OF LEGAL RIGHTS

4.5 Inspection by the Engineer or by any of his duly authorized representative, any order, measurement, or certificate by the Engineer; any order by the City for the payment of money, any payment for or acceptance of any work or any extension of time; or any possession taken by the City, shall not operate as a waiver of any provision of the contract; or any power therein reserved to the City or of any right of damages therein provided. Any waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet the requirements of the contract and specifications. The City reserves the right to claim and recover, by process of law, sums as may be sufficient to correct any error or make good any deficit in the work resulting from such error, dishonesty, or collusion upon conclusive proof of collusion or dishonesty between the CONTRACTOR or his agents and the Engineer or his assistants discovered in the work after final payment has been made.

4.6 THIRD-PARTY LIABILITY.

4.7 It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damages pursuant to the terms or provisions of these specifications.

5.0 INSURANCE REQUIREMENTS

5.1 The Contractor shall at its own expense always provide and maintain certain insurance in full force and effect during the term of this Agreement and any extensions thereto. Such insurance, at a minimum, must include the following coverages and limits of liability:

5.1.1 Commercial General Liability Insurance in an amount not less than a combined single limit of \$1,000,000 per occurrence. **This policy should be endorsed to name the City as an additional insured.** It is the intent of the City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than \$2,000,000 otherwise the contractor must provide a \$1,000,000 per project aggregate applicable for the project specified in this contract. This policy must be endorsed to include coverage for asbestos removal and pollution coverages.

5.1.2 Comprehensive Auto Liability Insurance, including hired, rented or non-owned automobiles, in an amount not less than \$100,000 Per Person and/or \$300,000 per occurrence or a combined single limit of \$500,000 per occurrence. **This policy should be endorsed to name the City as an additional insured.**

- 5.1.3 Workers Compensation Insurance as required by the laws of the State of Louisiana and Employers Liability Insurance in a minimum amount of \$1,000,000. This policy shall contain an Other States Coverage Endorsement. When required by the City, this policy shall also be endorsed to include coverage required by the United States Longshoreman and Harbor Workers Compensation Act and Maritime Coverage. The certificate of insurance required herein, must have the following statement shown in the remark section: This policy for workers compensation protects all members of the insured organization, including an employer, a sole proprietor, a partner or bona fide officer of the insured organization, and all employees.
- 5.1.4 Builders Risk Insurance, for the mutual benefit of the Contractor and the City, to be provided in a reporting policy form or other form acceptable to the City. This policy shall be written on an all-risk basis providing coverage for the building structure and construction machinery and equipment. **This policy shall be endorsed to name the City as an additional insured.**
- 5.2 All coverage provided herein shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A.M. Best Company rating of **B+VII** or better. This rating requirement is waived on workers compensation only. The City reserves the right to inspect any and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.
- 5.3 Proof that such insurance coverage exists shall be furnished to the City by means of a Certificate of Insurance form before any part of the service specified by this Agreement are commenced. The certificate must be issued on a standard certificate of insurance form promulgated by the insurer, the Association for Cooperative Operations and Development (ACORD), the American Association of Insurance Services (AAIS) or the Insurance Services Office (ISO). The said Certificate shall name the City as an additional insured as indicated herein and include a provision that in case of cancellation or any material change in the coverage stated above the City shall be notified thirty (30) days prior to any such change or cancellation. Said provision shall include cancellation for non-payment of premium. The Contractor shall be liable for its subcontractors' insurance coverage of the types and in the amounts stated above and shall furnish the City with copies of such Certificates of Insurance.
- 5.4 The Contractor and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against the City, its officers, agents or employees and its insurance companies.
- 5.5 The Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws or Regulations during the conduct of the Contractors performance of the Agreement. The Contractor shall indemnify the City for fines, penalties and corrective measures that result from the acts of commission or omission of the Contractor, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.
- 5.6 The City will give the Contractor prompt notice in writing if the institution of any suit or proceeding and permit the Contractor to defend same, and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor shall similarly give the City immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract. The Contractor shall furnish immediately to the City copies of all pertinent papers received by the Contractor.
- 5.7 If any part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to the City, shall be furnished to the City by the Contractor.

BEFORE A CONTRACT WITH THE CITY IS SIGNED BY THE MAYOR OR THE PURCHASING AGENT, YOUR INSURANCE AGENT MUST VERIFY THE CORRECT COVERAGE ON YOUR INSURANCE CERTIFICATE.

Revised 10/17/16 - Contractors Requirements

APPENDIX G

**ACKNOWLEDGMENT AND WAIVER OF
WORKERS COMPENSATION INSURANCE**

(Required of the Successful Bidder-when applicable)

- 1.0 Pursuant to L.A.R.S. 23:1035, should a corporation, partnership, limited liability company or a sole proprietorship elect not to cover the following employees: (a) a President, Vice President, Secretary, or Treasurer of the corporation who owns more than 10% of the stock of the corporation, (b) a partner of the partnership employing the partner (c) a member of the L.L.C. who owns at least a 10% membership interest (d) a sole Proprietor of a sole proprietorship, the following acknowledgment and waiver of Workers Compensation Insurance must be completed and executed by the person authorized to sign such documents.
- 2.0 I, the undersigned, am the owner, partner, executive or officer authorized to execute documents on behalf of _____ for contracting with the City of Shreveport. I hereby acknowledge that I have elected not to provide coverage for one or more employees as permitted by L.A. R.S. 23:1035 under Workers Compensation insurance. I hereby agree to waive any and all claims against the City of Shreveport for any workers compensation benefits made by or on behalf of any person that has been excluded from Workers' compensation coverage in accordance with L.A.R.S. 23:1035. Additionally, I agree to indemnify and hold harmless the City of Shreveport from and against any liability claims arising out of injuries occurring to any of the individuals who have been excluded from Workers Compensation coverage pursuant to L.A.R.S. 23:1035 while providing services pursuant to the contract with the City of Shreveport.

Company

Witnesses

Company Name: _____ Attest: _____

Authorized Signature: _____ Attest: _____

Signature (typed/printed): _____ Title: _____

Date: _____



AFFIDAVIT

**ATTESTING THAT ENTITY OR PERSON
DOES NOT OWN ADJUDICATED OR LIEN PROPERTY AND
DOES NOT OWE OUTSTANDING DEBT TO CITY**

**** This affidavit is submitted to document compliance with Shreveport City Code 26-211. ****

BEFORE ME, the undersigned Notary Public duly qualified and commissioned, came and appeared

_____ authorized representative of:

_____ with a Federal Tax Identification Number (EIN) of:

_____ and with a current email address of:

_____ who does hereby state as follows, to-wit:

- 1 Business Entity or Person does not own any property which is adjudicated to the City of Shreveport, Louisiana or which has demolition liens, grass cutting liens, or any other Property Standards liens on it. For purposes of this subsection, the term "own" shall mean to be the last record owner of the property prior to a tax sale or adjudication.
- 2 Business Entity or Person does not own more than twenty-five percent (25%) of a legal entity that owns any property which is adjudicated to the City or which has demolition liens, grass cutting liens, or any other Property Standards liens on it.
- 3 Business Entity or Person has paid all taxes, licenses, fees, fines and other charges which are outstanding and due to the City. E.g. false alarm fees, property standard fines, over-due water bills.
- 4 Business Entity or Person will provide written notification to the City's Purchasing Agent no later than the next work day after any of the above statements becomes invalid.
- 5 Upon request of the Purchasing Agent the City reserves the right to require a newly dated/issued Affidavit.

BY: _____
Printed Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME, this ____ day of _____, 20____.

Notary Public

Notary Identification Number or LA Bar Roll Number

Mail original affidavit via U.S. mail to: *or* Deliver via other carrier or hand-delivery to:
Purchasing Division Purchasing Division
P.O. Box 31109 | Shreveport, LA 71130 505 Travis St., Suite 610 | Shreveport, LA 71101
Affidavit must be on file in the Purchasing Office before a contract, purchase order or check is issued.

Appendix 3

City of Shreveport

FELONY CONVICTION/E-VERIFY AFFIDAVIT

This document must be furnished by the lowest responsive bidder in a separate envelope, or by fax, or e-mail not later than then 10 days after the bid opening. Failure to submit at the specified time may result in the bid being declared as non-responsive. Do not submit in your bid document.

Bid Number: IFB 21-059

By signing this document in accordance with La. R.S. 38:2227, the appearer, as a bidder on the above project, does hereby attest that:

- 1.0 No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
1.1 Public bribery (R.S. 14:118)
1.2 Extortion (R.S. 14:66)
1.3 Corrupt influencing (R.S. 14:120)
1.4 Money laundering (R.S. 14:23)
2.0 Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
2.1 Theft (R.S. 14:67)
2.2 Identity Theft (R.S. 14:67.16)
2.3 Theft of a business record (R.S.14:67.20)
2.4 False accounting (R.S. 14:70)
2.5 Issuing worthless checks (R.S. 14:71)
2.6 Bank fraud (R.S. 14:71.1)
2.7 Forgery (R.S. 14:72)
2.8 Contractors; misapplication of payments (R.S. 14:202)
2.9 Malfeasance in office (R.S. 14:134)

3.0 By signing this document in accordance with La. R.S. 38:2212.10, the appearer, as a bidder on the above project, does hereby attest that:

- 3.1 The private employer is registered and participates in a status verification system (E-Verify) to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
3.2 The private employer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
3.3 The private employer shall require all subcontractors to submit to the employer a sworn affidavit verifying compliance with Paragraphs (3.1) and (3.2) of this Subsection.

If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the cost of rebidding, additional costs due to increased cost of bids and any and all delay costs due to the rebid or cancellation of the contract.

And, executes this document as:

Company Name:
Address:
Phone Number: FAX Number:
By: Signature of Authorized Owner or Representative Title Date

Print Name: E-Mail Address:
Fax to: 318-673-5408 OR E-Mail to: angela.mcnicoll@shreveportla.gov (10-23-15)

FROM: _____

*License # _____
*State Contractors License Number
or Insert EXEMPTION, IF NOT REQUIRED.

PLEASE RUSH TO:

CITY OF SHREVEPORT
OFFICE OF THE PURCHASING AGENT
505 Travis Street, Suite 610
SHREVEPORT, LOUISIANA 71101-3042

SEALED BID FOR:

IFB Number: _____ **21-059** _____

Project Name: Terminal Ramp Rehabilitation at Shreveport Downtown Airport

Opening Date/Time: _____

**Attention: Use this format on the outside of your container when responding with a paper bid.
We do not accept faxed responses for formal solicitations! Revised**

SCOPE

1. Removal and replacement of select concrete panels.
2. Concrete joint and crack sealing.
3. Pavement markings on the terminal ramp.
4. Crack sealing on the asphalt portion of the ramp.