City of Shreveport

Solicitation Form for Construction

INVITATION FOR BID **(IFB) #26-053**

Montana Street Bridge Improvements

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Corporate Resolution or Written Evidence (see Page 36 for example of Corporate Resolution)	-------

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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Exhibits

Plans	**26 Pages**
Project Manual and Technical Specifications	**308 Pages**

INDEX OF REFERENCE ITEMS **NOT** INCLUDED HEREIN THAT ARE 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 2021 Edition & Standard Plans for Infrastructure Improvements 2021 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,** 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 06/20/25

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

DATES ADVERTISED:	September 25, 2026 October 2, 2026 October 9, 2026	DATE POSTED:	**September 25, 2026**

DO NOT RETURN THIS PAGE-FAXED OR EMAILED BIDS NOT ACCEPTED

INVITATION FOR BID (IFB) **City of Shreveport** Renee Anderson, Purchasing Agent MBA, CPPO, CPPB, NIGP-CPP	**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 BIDNETDIRECT.COM TO SEND ELECTRONIC BID**

BID MUST BE RECEIVED NOT LATER THAN 2:00 P.M. ON:	**October 22, 2026**	**THEN PUBLICLY OPENED**

THIS IS NOT AN ORDER	**Bid Number IFB 26-053**

BID TITLE:	**MONTANA STREET BRIDGE IMPROVEMENTS**

PREBID CONFERENCE: **NON-MANDATORY Pre-Bid Conference**
Wednesday, October 7, 2026 at 2:00 p.m.
505 Travis Street, Engineering 3rd Floor Conference Room, Shreveport, LA 71101

EMAIL QUESTIONS TO:	**Kimberly.floyd@shreveportla.gov**	**7 working days before the opening or fax to:**	**318-673-5408**

BID BOND IS REQUIRED. See attached format.		**Designers Estimate:**	**$257,700.00**

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 Bridge Construction**		
Number of signs to be provided and installed by the contractor:	**1**	**Number of Days:**	**75 Working Days**

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 Renee Anderson at 318-673-5450.

ELECTRONIC BIDS/BID NOTICES

The City of Shreveport listing of current bids is posted on BidNetDirect.com. To view the general bid information and **receive bid notices by email**, register with BidNetDirect. **Registration is free**. Vendors/Contractors have the option to submit bids & bid bonds, electronically or by paper copy. Solicitation documents are also available at www.shreveportla.gov/Solicitations. BidNetDirect. shall be the official source for bid documents.

To register please go to: https://www.bidnetdirect.com/public/user-registration. If you need help registering or with training or completing an e-bid, please **call 800-835-4603, Option 2** or email **support@bidnet.com**. *If an electronic bid is submitted, provide your state contractor's license number when the bid with alternates amounts to $50,000 or more. To request copies of bids by e-mail, send your request to kimberly.floyd@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 26-053**
Montana Street Bridge Improvements

Deposit/Fee for Plans/Specs (Paper): N/A
(*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:

Volkert, Inc. and dated: **07/2026**
(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 *(Includes the removal of failed timber piles and replacement with an elevating sleeve steel pile repair system. Pay items A-001 through A-010 are provided for this work along with quantity deductions to Base Bid Pay Items 211.1, 305.2, 403.1, 601,1, 901.3, S-001, and S-003. Add and 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, 505 Travis St., Suite 610
Shreveport, LA 71101
(Owner to provide name and address of owner)

BID FOR: IFB 26-053
Montana Street Bridge Improvements
COS Bid Form #1
(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:	☒ Base Bid or ❑ Alt.# ___ **GEOGRID REINFORCING**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
211.1	**97**	**SY**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ **REMOVAL OF STRUCTURES AND OBSTRUCTIONS**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
302.1	**1**	**LS**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___**IMPORTED BORROW (SELECT FILL)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
305.2	**61**	**CY**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___**EARTH CHANNEL EXCAVATION (FOR RIP-RAP)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
307.2	**20**	**CY**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ **STRUCTURAL EXCAVATION (FOR STUB PILES AND ENCAPSULATIONS)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
308.1	**10**	**CY**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___**RANDOM RIP RAP**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
309.3	**97**	**SY**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ **ROCK OR SAND BAGS (CHECK DAM)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
310.2	**10**	**LF**		

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.

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UNIT PRICE FORM

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Shreveport, LA 71101
(Owner to provide name and address of owner)

BID FOR: IFB 26-053
Montana Street Bridge Improvements

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(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:	☒ Base Bid or ❑ Alt.# ___**SILT FENCING**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
310.6	**40**	**LF**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___**CRUSHED STONE BASE COURSE (8" THICK)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
403.1	**7**	**SY**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___**CLASS A CONCRETE (STUB PILES)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
601.1	**3**	**CY**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___**STRUCTURAL STEEL (HANDRAIL REPAIRS)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
801.1	**1**	**LS**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___**GUARD RAIL (W-BEAM, WOOD POSTS)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
802.3.1	**150**	**LF**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___**GUARD RAIL (W-BEAM, ON BRIDGE DECK)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
802.3.2	**114**	**LF**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___**GUARD RAIL (TL-3 MASH END TREATMENT)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
802.5	**4**	**EA**		

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BID FOR: IFB 26-053
Montana Street Bridge Improvements
COS Bid Form #1
(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:	☒ Base Bid or ❑ Alt.# ___**TREATED TIMBER PILES**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
901.3	**116**	**LF**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___**TREATED TIMBER BULKHEAD BOARDS (ROUGH 8"X2")**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
902.2	**240**	**BF**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___**FLOWABLE FILL**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1002.3	**3**	**CY**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___**TOP SOIL**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1201.1	**100**	**SY**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___**LAWN PLANTING SEED (A)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1201.6	**100**	**SY**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___**MOBILIZATION**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1202.1	**1**	**LS**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___**TEMPORARY SIGNS AND BARRICADES**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1306.1	**1**	**LS**		

Wording for "DESCRIPTION" is to be provided by the Owner.
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BID FOR: IFB 26-053
Montana Street Bridge Improvements
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(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:	☒ Base Bid or ❑ Alt.# ___ **SUBGRADE STABILIZATION (STUB PILES)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
S-001	**1**	**LS**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# __ **SUBGRADE STABILIZATION (RANDOM RIP-RAP)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
S-002	**1**	**LS**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ **PILE ENCAPSULATION, INCLUDING CASING, CONCRETE, REINFORCING**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
S-003	**32**	**VF**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.#_ __ **REMOVE AND RESET HAZARD MARKER ASSEMBLIES AND TURN CHEVRONS**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
S-004	**1**	**LS**		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# __**GUARDRAIL SUPPORT COLUMN ON BRIDGE DECK, COMPLETE, IN PLACE**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
S-005	**2**	**EA**		

BASE BID TOTAL	**$**

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(Owner to provide name and address of owner)

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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 figure and only in figures.

ALTERNATE BID NO. 1

DESCRIPTION:	❑Base Bid or ☒Alt.# **1** **FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (ABUT.1, PILE 1)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
A-001	**7**	**VF**		
DESCRIPTION:	❑ Base Bid or ☒ Alt.# **1** **ABUT**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
A-002	**11**	**VF**		
DESCRIPTION:	❑ Base Bid or ☒ Alt.# **1** **FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (BENT 2, PILE 5)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
A-003	**11**	**VF**		
DESCRIPTION:	❑ Base Bid or ☒ Alt.# **1** **FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (BENT 3, PILE 1)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
A-004	**16**	**VF**		
DESCRIPTION:	❑ Base Bid or ☒ Alt.# **1** **FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (BENT 3, PILE 2)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
A-005	**16**	**VF**		
D ESCRIPTION:	❑ Base Bid or ☒ Alt.# **1** **FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (BENT 3, PILE 5)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
A-006	**16**	**VF**		
DESCRIPTION:	❑ Base Bid or ☒ Alt.# **1** **FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (ABUT. 4, PILE 1)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
A-007	**8**	**VF**		

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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:	❑ Base Bid or ☒ Alt.# **1** **FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (ABUT 4, PILE 3)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
A-008	**11**	**VF**		

DESCRIPTION:	❑ Base Bid or ☒ Alt.# **1** **FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (ABUT. 4, PILE 4)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
A-009	**11**	**VF**		

DESCRIPTION:	❑ Base Bid or ☒ Alt.# **1** **FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (ABUT. 4, PILE 5)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
A-010	**9**	**VF**		

DESCRIPTION:	❑ Base Bid or ☒ Alt.# **1** **GEOGRID REINFORCING**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
211.1	**-7**	**SY**		

DESCRIPTION:	❑ Base Bid or ☒ Alt.# **1** **IMPORTED BORROW (SELECT FILL)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
305.2	**-7**	**CY**		

DESCRIPTION:	❑ Base Bid or ☒Alt.# **1** **CRUSHED STONE BASE COURSE (8" THICK)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
403.1	**-7**	**SY**		

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.

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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:	❑ Base Bid or ☒ Alt.# **1** **CLASS A CONCRETE (STUB PILES)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
601.1	**-3**	**CY**		

DESCRIPTION:	❑ Base Bid or ☒ Alt.# **1** **TREATED TIMBER PILES**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
901.3	**-116**	**LF**		

DESCRIPTION:	❑ Base Bid or ☒ Alt.# **1** **SUBGRADE STABILIZATION (STUB PILES)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
S-001	**-1**	**LS**		

DESCRIPTION:	❑ Base Bid or ☒ Alt.# **1** **PILE ENCAPSULATION, INCLUDING CASING, CONCRETE, REINFORCING**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
S-003	**-32**	**VF**		
			TOTAL ALTERNATE BID:	**$**

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.

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)

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 that 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 policyholders 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 suretys 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:

IFB 26-053 Montana Street Bridge Improvements

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: _____ BY:_____

AUTHORIZED OFFICER-OWNER-PARTNER AGENT OR ATTORNEY-IN-FACT(SEAL)

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS FOR CONSTRUCTION

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 is 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 his 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.

1.4 WHEN BIDDING ON **FRIABLE ASBESTOS REMOVAL/ABATEMENT,** STATE LICENSE AND DEQ CERTIFICATION IS REQUIRED REGARDLESS OF CONTRACT AMOUNT.

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 a 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-for hours of issuance either by fax, email, or other electronic means. If the addendum cannot be transmitted by fax, email, or electronic means, the bid opening shall be postponed by at least seven (7) working days. La R.S. 38:2212 (C)(2)(a).

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 a minimum of at least seven but not more than twenty-one working days. (LA R.S. 38:2212 (C)(2).

3.5 **It shall be the Bidders responsibility to make inquiry as to the Addenda issued.**

4.0 CHANGE ORDERS

4.1 All Public Works contracts shall contain provisions authorizing the issuance of Change Orders within the scope of the project and any such Change Orders shall be in writing.

5.0 EXISTING CONDITIONS

5.1 Bidders are cautioned not to submit their bids until said plans specifications, and profiles have been carefully examined by them.

5.2 Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid.

5.3 The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

6.0 BID BOND

6.1 An acceptable Bid Bond, Cashier's 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.

6.2 Negotiable Bid Bonds will be returned to the unsuccessful bidder as soon as possible, or not more than 45 days after the opening of the bids.

6.3 All bonds applicable to this transaction must be accompanied by an original Power of Attorney.

6.4 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.

7.0 PERFORMANCE/PAYMENT/MAINTENANCE BOND

7.1 An acceptable Performance/Payment/Maintenance Bond will be required of the successful bidder as follows:

7.1.1 When the total contract amount with alternates is $50,000 or more, a 100% performance bond shall be required.

7.1.2 When the total contract amount with alternates is $25,000 or more, a 50% payment bond shall be required.

7.1.3 When the total contract amount with alternates is $25,000 or more, a two-year 10% maintenance bond shall be required.

8.0 BONDING REQUIREMENTS FOR NONRESIDENT CONTRACTORS

8.1 The 1986 Regular Session of the Louisiana Legislature enacted important changes in the registration and bonding requirements of nonresident contractors.

8.2 Beginning January 1, 1987, the Departments registration and bonding requirements must be met before the nonresident contractor can obtain any building permit, license, or certificate necessary to lawfully commence any construction project.

8.3 Any person failing to register any contract or execute the bond required by the statutes may be denied the right to perform such contracts.

8.4 A temporary injunction may be issued to prevent any activities in the performance of such contracts until the contractor complies with the necessary requirements.

8.5 The Secretary of the Department may also impose a penalty in the amount of $200 or 2% of the construction contract, whichever is greater.

8.6 Louisiana Revised Statute 47:9A (2) defines resident and nonresident contractors. Contractors who meet the following conditions are considered resident contractors for purposes of taxation by the Department.

8.7 Individual who has maintained their permanent domiciles in Louisiana for at least one year prior to bidding on work.

8.8 Corporations which have operated permanent business facilities in Louisiana for at least one year prior to bidding on work.

8.9 Corporations with at least 50% of outstanding and issued common stock owned by individuals who have maintained their domiciles in Louisiana for at least one year prior to bidding on work.

8.10 Partnerships, associates, and other legal entities in which resident corporations or individuals have at least a 50% ownership interest shall be considered resident contractors.

8.11 A contractor who does not meet these conditions will be considered a nonresident contractor and will be subject to the contract registration and bonding requirements of the Department.

8.12 For questions or additional information, call the Sales Tax Section at 225-219-7656 Option 1.

8.13 Employers Required to File Form L-3.

8.14 Every employer must file an Employers Annual Reconciliation of Louisiana Income Tax Withheld (Form L-3) on or before January 31st of the current calendar year, accompanied by copies of the employees W-2 forms and Wage and Tax Statement forms (Form L-2).

8.15 Preaddressed forms are included in the Employers Withholding Tax Returns and Reconciliation coupon booklets.

8.16 Any employer who fails to receive a preaddressed form should notify the Withholding Tax Unit of the Department.

9.0 AWARD CRITERIA

9.1 Award will be made to the lowest responsible and responsive bidder according to the criteria designated in the Invitation for Bid.

9.2 In addition to price, the Bid Evaluation will include the following factors (as they apply):

9.2.1 The quality of performance/workmanship of previous contracts or references which attest to the specific experiences of others.

9.2.2 The timely completion of previous contracts, or references which attest to the specific experiences of others.

9.2.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract.

9.2.4 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.

9.2.5 The ability and availability of the bidder to provide quality and timely maintenance, service, and/or parts.

9.2.6 The cost of maintenance and operational costs.

9.2.7 The availability and capability of local support as it affects the quantity, quality, and timeliness of the work required.

9.2.8 The timely completion of a project as stated in the bid.

9.2.9 Substantial compliance or noncompliance with specifications set forth in the bid as determined by the City.

9.2.10 Product or parts inventory capability as it relates to a particular bid.

9.2.11 Results of product/equipment resting.

9.2.12 The warranty – Terms and Conditions.

9.2.13 Adequate capital and credit rating sufficiently to complete all operations under this contract in a satisfactory manner.

9.2.14 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.

9.2.15 An adequate and efficient field force, with extensive knowledge of all types of work involved under this contract.

9.2.16 A record of amicable relations with labor.

9.2.17 An adequate supply of construction equipment in good operating condition.

10.0 ALTERNATES

10.1 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.

10.2 The low bidder shall be determined on the basis of the sum of the base bid and the Alternates accepted.

11.0 AWARD

11.1 The Purchasing Division will make award to one bidder for the total job.

12.0 REJECTION

12.1 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.

12.2 **The City reserves the right to accept or reject any or all bids for just cause, as permitted by La R.S. 38:2214 (B), received as a result of this request.**

12.3 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.

13.0 REJECTION OF LOWEST BID

13.1 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.

14.0 DISQUALIFICATION REVIEW BOARD (La R.S. 38:2212 J-1 & 2/ City of Shreveport Code of Ordinances Sec. 26-265).

14.1 When a contractor has been given notice of possible disqualification based upon La. R.S. 38:2212 et. Eq., 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.

14.2 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.

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

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

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

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

15.0 NOTICE TO PROCEED

15.1 The work is to commence within then (10) days from the date of Notice to Proceed.

16.0 MUTCD

16.1 Successful bidder will be in compliance with the Manual on Traffic Control Devices (MUTCD).

17.0 CIVIL RIGHTS ACT

17.1 During the performance of the contract, the Contractor will comply with Title VI and Title VII of the Civil Rights Act of 1964 (as applicable) in regard to nondiscrimination and equal employment opportunity.

17.2 The major emphasis of this Act is as follows and is in accordance with Appendix "A" of the Specifications.

18.0 RECORDING OF CONTRACT/BONDS/CHANGE ORDERS

18.1 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.**

19.0 ACCEPTANCE

19.1 The work shall not be finally accepted by the City until the entire project has been completed to the satisfaction of the Project Manager.

20.0 PUBLIC CONTRACT AFFIDAVIT

20.1 Successful bidder shall file an affidavit attesting that the public contract was not secured through employment or payment of a solicitor as required by La RS Statutes 38:2244, in accordance with Appendix B of the enclosed contract.

21.0 PARTIAL PAYMENTS

21.1 Payments will be made to the successful bidder as follows:

21.1.1 On or before the 30th 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 Project Manager.

21.1.2 The Project Manager will make written estimate 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.

21.1.3 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 Project Manager for payment. Estimates will be made monthly. La RS 38:2248 (A).

21.1.4 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 RS 38:2248 (B).

21.1.5 No estimates except final estimates will be made for a sum less than Five Hundred Dollars ($500.00).

21.2 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.

22.0 FINAL PAYMENT will be made as follows:

22.1 At the completion of the project, the Contractor shall notify the Project Manager that all work required by the terms of his contract for this project has been completed.

22.2 The Project Manager shall then make a thorough examination of the work. If the work is found to comply with requirements of all contract documents, the Project Manager shall issue a certificate stating the work has been completed.

22.3 Then upon completion of the statutory 45-day lien period the Contractor shall furnish a certificate from the Parish Clerk of Court stating that no liens have been filed against this project.

22.4 The City will then pay the Contractor the total sum remaining due, including all retainage, based on quantities as verified by the Project Manager.

22.5 Should any defective work or material be discovered, or should a reasonable doubt arise as to the integrity of any part of the work completed prior to the final acceptance and final payment, there will be deducted from the first estimate rendered after the discovery of such work an amount equal in value to the defective or questioned work, and this work will not be included in a subsequent estimate until the defects have been remedied or the causes for doubt removed.

23.0 PAYMENT WITHHELD

23.1 The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate for payment to such an extent as may be necessary to protect the City from loss on account of:

23.1.1 Failure of the contractor to remedy defective work.

23.1.2 Claim filed or reasonable evidence indicating probable filing of claims.

23.1.3 Failure of the contractor to make payments properly to subcontractors or for equipment, material, or labor.

23.1.4 When the above grounds are removed, payment shall be made for amounts withheld because of them.

24.0 Overtime

24.1 In addition to the contractor's responsibility to pay all construction inspectors overtime on weekends and holidays worked, any contractor who begins work on a City project after twelve noon (12:00 p.m.) on a regular weekday, and then continues to work after 5:00 p.m. on said regular weekday, may be charged overtime for all hours and half-hours after 5:00 p.m. in which the City furnished a construction inspector to said contractor.

25.0 Monthly Meeting

25.1 The contractor shall meet at least once a month with the City's Project Manager and various City representatives.

25.2 The main purpose of these meetings is to effect coordination, cooperation, and assistance in every practical way to the end of maintaining progress of the project on schedule and completing the project within the contract time.

25.3 At these monthly meetings, the following items, among other are discussed: general progress of the work causes of any delays and methods of correcting them, contractors' monthly estimates, problems which have arisen, potential problems, actual or anticipated change orders and deviations from contract documents.

25.4 Regular meeting dates and times may be established for these monthly meetings, when the contractor has more than one City contract, subject to the joint agreement between the City and the contractor.

25.5 Contracts during the two-year maintenance period which follows final acceptance may be included at the discretion of the City.

25.6 The City's Project Manager shall notify the contractor at least two (2) working days in advance of any change to the regular meeting date and time.

25.7 A telephone notification is sufficient.

25.8 A general summary of the items which were discussed and reviewed shall be prepared by the City's Project Manager, who shall mail a copy of said summary to the contractor within seven (7) calendar days after the meeting date.

26.0 SAFETY

26.1 Successful bidder will be in compliance with the Safety and Health Regulations for Construction as set forth in the United States Department of Labor, Bureau of Standards.

26.2 The contractor agrees that the prevention of accidents to workmen engaged in the work under this agreement and to members of the public is a responsibility of the contractor.

26.3 The contractor agrees to comply with the Occupational Safety and Health Act of 1970 and all other laws, regulations, and codes concerning safety, as shall be applicable to the work established by the City of Shreveport during the progress of the work.

26.4 When so ordered by a City representative, the contractor agrees to stop any part of the work which the City representative deems unsafe until corrective measures are taken, and the contractor further agrees to make no claim for damages growing out of such stoppages.

26.5 Should the contractor neglect to adopt such corrective measures, the City may perform them and deduct the cost thereof from any payment due, or to become due, to the contractor.

26.6 Failure on the part of the City representative to stop unsafe practices shall in no way relieve the contractor of his/her responsibilities for the safety of employees or the public.

26.7 The City of Shreveport Loss Prevention Office shall conduct No-Notice safety inspections as deemed necessary.

26.8 The contractor is responsible for protecting his/her employees from all hazardous chemicals known to be present, including those brought on site by the contractors.

26.9 Contractors who bring hazardous chemicals on site shall provide the Loss Prevention Office with a list of these chemicals, to include a copy of the material safety data sheet.

27.0 LICENSES, PERMITS, INSURANCE, AND TAXES

27.1 All costs for required licenses, permits, insurance, and taxes shall be borne by the bidder.

28.0 EXAMINATION OF DRAWINGS AND SPECIFICATIONS

28.1 Each bidder shall carefully examine drawings and specifications, or other revisions thereto and thoroughly familiarize himself with the detailed requirements and job site thereof, prior to submitting a bid.

28.2 If any bidder is in doubt as to the true meaning of any part of the drawings, specifications, or other documents; or if any error, discrepancy, conflict, or omission is noted, the bidder should immediately contact the City's Project Manager and request clarification.

29.0 INTERFERENCE

29.1 The Construction work must be carried on in such a manner, consistent with the practical conditions involved in the erection of the new work, as to cause the least amount of interference and inconvenience to the occupants of nearby or adjoining buildings or property.

29.2 When the Scope of Work includes work on or near any roads, the Contractor shall be responsible for maintaining these roads in a manner that will allow passage of the resident owners to and from their homes and/or places of business, especially during rainy weather.

30.0 LIQUIDATED DAMAGES

30.1 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.

30.2 Due account shall be taken of any adjustment of the contract time for completion of work granted under the provisions.

30.3 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.

30.4 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.

30.5 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.

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

ORIGNAL 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

30.7 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.

31.0 WORKMANSHIP

31.1 Workmanship shall be first quality in every respect. All measures necessary to ensure a first-class job shall be taken.

32.0 PROTECTION OF ADJACENT WORK

32.1 Protect work and adjacent work at all times with suitable covering or by other approved methods.

32.2 All damage to work in place caused by Contractor shall be repaired and restored to original good and acceptable condition, using same quality and kinds of materials as required matching and finishing with adjacent work.

33.0 CLEAN UP

33.1 The Contractor shall keep the construction site clean and free from an accumulation of debris or building materials during the construction.

33.2 At the completion of the work, the entire facility and premises shall be left clean.

33.3 The Contractor shall remove from the premises all accumulations of trash and other materials which are not to be used in the construction, on a daily basis.

34.0 ARBITRATION

34.1 Under no circumstances and with no exceptions will the Purchasing Division act as arbitrator between the General Contractor and any subcontractor.

35.0 TIME LIMIT

35.1 It is hereby understood by the parties hereto that time is of the essence in this contract and that great energy and diligence shall characterize all operations carried on under this agreement.

35.2 The preparation of any work away from the building shall be done at the earliest possible time, and every precaution shall be taken in advance to avoid delays.

35.3 The Contractor shall keep constantly employed at the building, a sufficient number of workmen with sufficient materials to satisfy the Owner that the Work is being conducted with the utmost rapidity, consistent with proper workmanship.

36.0 SITE VISIT

36.1 Bidders are required to visit the job site prior to submitting a bid, for the purpose of becoming familiar with site conditions, specific job requirements, and to take or verify measurements as appropriate.

37.0 CONTRACT DOCUMENTS

37.1 Shall consist of the conditions and all provisions as set forth herein, the enclosed specifications, and the City's Standard Contract, as enclosed.

38.0 FINAL INSPECTION

38.1 At the completion of the contract work, a representative of the Owner shall accompany the Contractor on an inspection of the Work. All defects found in the work will be corrected by the Contractor before final payment will be authorized.

39.0 GUARANTEE

39.1 Upon completion of the Work and before final payment is made, the Contractor shall furnish the Owner a guarantee stating that the Contractor shall keep his entire portion of the work in repair, without expense to the Owner, as far as concern defects of workmanship for a period of two (2) years from the date of final Certificate (unless specified for a longer time elsewhere), and he shall be responsible for and make good any damage to his work caused by such defects, but this clause shall not be interpreted as holding him responsible for making good any deterioration of his part of the work due to its use or abuse by the Owner.

40.0 WORKING HOURS

40.1 Perform work at hours in a manner so as not to interfere with normal routine of building or endanger property or personnel.

41.0 BRAND NAMES (La RS 38:2212 F-2 & 2295)

41.1 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:

41.1.1 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.

41.1.2 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.

41.1.3 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.

41.2 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.

41.3 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.

42.0 PUBLIC INSPECTION OF BIDS (La RS 44:33 et seq./Attorney General's Opinion No. 95-155)

42.1 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 RS 44:33).

43.0 PAYMENTS DUE THE CITY

43.1 Section 26-211 of the City's Code of Ordinances requires the following:

43.1.1 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.

43.2 No contract to which the city is a party shall be awarded to any person who:

43.2.1 Has not paid all taxes, licenses, fees, and other charges which are outstanding and due the city, or

43.2.2 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

43.2.3 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.

43.3 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.

43.4 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.

44.0 SMALL BUSINESS FIRMS

44.1 **General Contractors are encouraged to obtain separate prices for HVAC, Plumbing Work, and other specialty trades in order to increase the participation and competition from small business firms.**

45.0 GOVERNING PRICES

45.1 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.

45.2 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.

46.0 CHANGE ORDRS

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

47.0 UNSATISFACTORY WORK

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

48.0 JOINT VENTURE

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

48.1.1 Date of formation

48.1.2 Name and address of each venture partner.

48.1.3 Principals of each venture partner.

48.1.4 Venture partner holding the majority interest in the venture and its percentage of interest.

48.1.5 Bidder shall include a copy of the Joint Venture agreement as an attachment to the bid.

49.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

49.1 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 solicitations.

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS FOR CONSTRUCTION CONTINUED

50.0 BID ENVELOPE

50.1 Outside of the bid envelopes to list the Bidders name, address, license number, bid number, project name, opening date/time and the City's address.

51.0 RECEIPT OF BIDS

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

************END OF CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS FOR CONSTRUCTION************

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/or,**

1.2 **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.**

1.3 **For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.**

1.4 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.

1.5 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 as 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 26-053 Montana Street Bridge Improvements

2.0 In accordance with plans and specifications and profiles on file in the Office of the City Architect, 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 Architect of said City,

3.0 **SCHEDULE OF PAY ITEMS Base Bid**

ITEM NUMBER	APPROX. QUANTITY	PAY UNIT	ITEM DESCRIPTION	UNIT PRICE IN WORDS	TOTAL AMOUNT
211.1	**97**	**SY**	**GEOGRID REINFORCING**	_____ Dollars _____ Cents	
302.1	**1**	**LS**	**REMOVAL OF STRUCTURES AND OBSTRUCTIONS**	_____ Dollars _____ Cents	
305.2	**61**	**CY**	**IMPORTED BORROW (SELECT FILL)**	_____ Dollars _____ Cents	
307.2	**20**	**CY**	**EACH CHANNEL EXCAVATION (FOR RIP-RAP)**	_____ Dollars _____ Cents	
308.1	**10**	**CY**	**STRUCTURAL EXCAVATION (FOR STUB PILES AND ENCAPSULATIONS)**	_____ Dollars _____ Cents	
309.3	**97**	**SY**	**RANDOM RIP RAP**	_____ Dollars _____ Cents	
310.2	**10**	**LF**	**ROCK OR SAND BAGS (CHECK DAM)**	_____ Dollars _____ Cents	
310.6	**40**	**LF**	**SILT FENCING**	_____ Dollars _____ Cents	
403.1	**7**	**SY**	**CRUSHED STONE BASE COURSE (8” THICK)**	_____ Dollars _____ Cents	

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.

ITEM NUMBER	APPROX. QUANTITY	PAY UNIT	ITEM DESCRIPTION	UNIT PRICE IN WORDS	TOTAL AMOUNT
601.1	**3**	**CY**	**CLASS A CONCRETE (STUB PILES)**	_____ Dollars _____ Cents	
801.1	**1**	**LS**	**STRUCTURAL STEEL (HANDRAIL REPAIRS)**	_____ Dollars _____ Cents	
802.3.1	**150**	**LF**	**GUARD RAIL (W-BEAM, WOOD POSTS)**	_____ Dollars _____ Cents	
802.3.2	**114**	**LF**	**GUARD RAIL (W-BEAM, ON BRIDGE DECK)**	_____ Dollars _____ Cents	
802.5	**4**	**EA**	**GUARD RAIL (TL-3 MASH END TREATMENT)**	_____ Dollars _____ Cents	
901.3	**116**	**LF**	**TREATED TIMBER PILES**	_____ Dollars _____ Cents	
902.2	**240**	**BF**	**TREATED TIMBER BULKHEAD BOARDS (ROUGH 8” X 2”)**	_____ Dollars _____ Cents	
1002.3	**3**	**CY**	**FLOWABLE FILL**	_____ Dollars _____ Cents	
1201.1	**100**	**SY**	**TOP SOIL**	_____ Dollars _____ Cents	

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.

ITEM NUMBER	APPROX. QUANTITY	PAY UNIT	ITEM DESCRIPTION	UNIT PRICE IN WORDS	TOTAL AMOUNT
1201.6	**100**	**SY**	**LAWN PLANTING SEED (A)**	_____ Dollars _____ Cents	
1202.1	**1**	**LS**	**MOBILIZATION**	_____ Dollars _____ Cents	
1306.1	**1**	**LS**	**TEMPORARY SIGNS AND BARRICADES**	_____ Dollars _____ Cents	
S-001	**1**	**LS**	**SUBGRADE STABILIZATION (STUB PILES)**	_____ Dollars _____ Cents	
S-002	**1**	**LS**	**SUBGRADE STABILIZATION (RANDOM RIP-RAP)**	_____ Dollars _____ Cents	
S-003	**32**	**VF**	**PILE ENCAPSULATION, INCLUDING CASING, CONCRETE, REINFORCING**	_____ Dollars _____ Cents	
S-004	**1**	**LS**	**REMOVE AND RESET HAZARD MARKER ASSEMBLIES AND TURN CHEVRONS**	_____ Dollars _____ Cents	
S-005	**2**	**EA**	**GUARDRAIL SUPPORT COLUMN ON BRIDGE DECK, COMPLETE, IN PLACE**	_____ Dollars _____ Cents	

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.

SCHEDULE OF PAY ITEMS Alternate Bid No.1

ITEM NUMBER	APPROX. QUANTITY	PAY UNIT	ITEM DESCRIPTION	UNIT PRICE IN WORDS	TOTAL AMOUNT
A-001	**7**	**VF**	**FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (ABUT.1,PILE1)**	_____ Dollars _____ Cents	
A-002	**11**	**VF**	**FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (BENT 2, PILE 3)**	_____ Dollars _____ Cents	
A-003	**11**	**VF**	**FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (BENT 2, PILE 5)**	_____ Dollars _____ Cents	
A-004	**16**	**VF**	**FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (BENT 3, PILE 1)**	_____ Dollars _____ Cents	
A-005	**16**	**VF**	**FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (BENT 3, PILE 2)**	_____ Dollars _____ Cents	
A-006	**16**	**VF**	**FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (BENT 3, PILE 5)**	_____ Dollars _____ Cents	
A-007	**8**	**VF**	**FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (ABUT.4, PILE 1)**	_____ Dollars _____ Cents	
A-008	**11**	**VF**	**FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (ABUT.4, PILE 3)**	_____ Dollars _____ Cents	
A-009	**11**	**VF**	**FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (ABUT.4, PILE 4)**	_____ Dollars _____ Cents	

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.

ITEM NUMBER	APPROX. QUANTITY	PAY UNIT	ITEM DESCRIPTION	UNIT PRICE IN WORDS	TOTAL AMOUNT
A-010	**9**	**VF**	**FURNISH AND INSTALL ELEVATING SLEEVE PILE REPAIR SYSTEM, COMPLETE, IN PLACE (ABUT.4, PILE 5)**	_____ Dollars _____ Cents	
211.1	**-7**	**SY**	**GEOGRID REINFORCING**	_____ Dollars _____ Cents	
305.2	**-7**	**CY**	**IMPORTED BORROW (SELECT FILL)**	_____ Dollars _____ Cents	
403.1	**-7**	**SY**	**CRUSHED STONE BASE COURSE (8” THICK)**	_____ Dollars _____ Cents	
601.1	**-3**	**CY**	**CLASS A CONCRETE (STUB PILES)**	_____ Dollars _____ Cents	
901.3	**-116**	**LF**	**TREATED TIMBER PILES**	_____ Dollars _____ Cents	
S-001	**-1**	**LS**	**SUBGRADE STABILIZATION (STUB PILES)**	_____ Dollars _____ Cents	
S-003	**-32**	**VF**	**PILE ENCAPSULATION, INCLUDING CASING, CONCRETE, REINFORCING**	_____ Dollars _____ Cents	

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.

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 thereof.

7.0 Final acceptance is not made until the entire project is completed to the satisfaction of the Project Manager, and full and final payment will be made by the City of Shreveport, based upon the completed work as verified by the Project Manager.

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 RS 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 **75 working** days from the time so fixed for the Contractor to begin.

13.0 **This Agreement, including IFB # 26-053, the City's Standard Solicitation Provisions/Instructions to Bidders (Section 10) and General Contract Clauses (Section 20), THE FAIR SHAR 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 The Contractor understands and agrees that he/she is required to have the original signed contract with all bonds recorded by the clerk of court at the parish courthouse.

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:**
Contractor's Signature:	**ATTEST:**
Signature (typed/printed):	**ATTEST:**
Title:	**Contractor's Telephone:**
Email Address:	**Fax Number:**
Federal Employer I.D. Number:	**Emergency Number(s):**
Date:	**Mobile Number:**
CITY OF SHREVEPORT, LOUISIANA	**Witnesses for the City:**
	ATTEST:
TOM M. ARCENEAUX, MAYOR	**ATTEST:**

Date: _____

CITY OF SHREVEPORT – PURCHASING DIVISION

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 I.D.: C24002

Bid No.: IFB 26-053

Project Name: Montana Street Bridge Improvements

"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, Kimberly Floyd at (318) 673-5459.

Return to: Kimberly Floyd

Email: kimberly.floyd@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: _____ Email 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 Contractor's 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 Contractor's 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 06-25)

(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 **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: **Montana Street Bridge Improvements**

1.3 Project I.D.: **C24002** IFB # **26-053**

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 – FIFTY PERCENT PAYMENT BOND (Revised 06-25)

(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:

6.0 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 **50%** 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.

6.1 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:

6.2 Project Name: **Montana Street Bridge Improvements**

6.3 Project I.D.: **C24002** IFB # **26-053**

7.0 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.

8.0 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.

9.0 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.

10.0 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 (Revised 06-25)
(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:

11.0 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.

11.1 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:

11.2 Project Name: **Montana Street Bridge Improvements**

11.3 Project I.D.: **C24002** IFB # **26-053**

12.0 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.

13.0 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.

14.0 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.

15.0 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 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 _____, 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 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: _____

APPENDIX G

ACKNOWLEDGMENT AND WAIVER OF WORKERS COMPENSATION INSURANCE

(Required of the Successful Bidder – when applicable)

1.0 Pursuant to La RS 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 La RS 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 La RS 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 La RS 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: _____

CONTRACTOR-AGENT BID CLAUSES (revised 2-21-13)

1.1 All bidders shall bid without the sales/use tax included for purchases of component construction materials, taxable services and leases and rentals of tangible personal property (hereinafter referred to as "materials/supplies") for which they will be willing to furnish copies of invoices to the City. The successful contractor and subcontractors will be named as contractor-agents of the City for this project under R.S. 47:301 et. seq in order to allow exemption of sales and use taxes for purchases of materials/supplies. **(Note: It may not be cost effective for the contractor to provide the City with the required copies of invoices for very small purchases. It is at the discretion of the contractor as to whether or not they will include in their bid price the sales/use tax for very small purchases for which they are not willing to furnish the required documentation).**

2.0 Contractor-agents of the City will be required to issue purchase orders for materials/supplies **showing the City of Shreveport as responsible for payment and as the owner**, see attached sample.

2.1 Even though the invoice shows the City as responsible for payment, contractor-agents, as agents of the City, will pay the vendor for these materials/supplies invoices and issue a monthly pay request to the City for these (the City is still responsible for being sure that they are paid).

3.0 Purchase orders shall show this as follows:

3.1 **DELIVER F.O.B. DESTINATION TO:**

3.2 (Contractor/Subcontractor Name), Contractor-Agent for City of Shreveport

3.3 (Address)

3.4 SOLD/BILL TO:

3.5 City of Shreveport (Owner), C/O Contractor-Agent for the City of Shreveport

3.6 (Address)

4.0 State Criteria for the Contractor-Agent relationship is as follows:

4.1 Reference-STATE OF LOUISIANA-DEPARTMENT OF REVENUE- SALES TAX DIVISION-Directive Setting Forth Criteria Necessary to indicate a Valid Agency Relationship Between a Contractor and a Public Entity (Effective August 15, 1999, with the Passage of Act 1288).

4.1.1 A governmental department or agency can designate a contractor as its agent for the purpose of making purchases in the name of that governmental department or agency and if proper purchasing procedures are used the governmental exemption under Revised Statue 47:301(8)(c) can be extended to those purchases.

4.1.2 Such agency carefully reviewed on any sales and use tax audits of those contractors to assure that the agency relationship has been legally granted.

4.1.3 Exemption from sales and use taxation will be recognized only in cases where title to tangible personal property and services passes directly from the vendor to the governmental department or agency that is entitled to the tax exemption.

4.1.4 Certain procedures must be used in the making to a tax-exempt purchaser whereby the government department or agency is disclosed to vendors as the principal with the contractor-agent acting on behalf of the principal in purchasing property or services for a real property construction or improvement contract.

4.1.5 In order for a sales and use tax exemption to be applicable on a government department or agency's purchases which are made through the use of a contractor- agent, the designated contractor-agent must actually "stand in the shoes" of the government agency.

4.1.6 The following criteria will be used as evidence that an agency relationship has been legally granted to and exercised by a contractor-agent.

4.1.6.1 The contractor- agent must make the purchases of the tangible personal property for the contract in the name of the government department or agency. (Note: Effective 8/15/99 a contractor-agent making purchases of materials for its principal will no longer need to comply with the public bid law under R.S. 38:2212).

4.1.6.2 The government department or agency must hold genuine title to the property at the time of delivery and acceptance by the contractor-agent. The contractor-agent shall bear risk of loss for the property.

4.1.6.3 The government department or agency must be able to directly claim or exercise any rights or warranties which are available to the purchaser of the goods and services and cannot hold the contractor-agent responsible for loss, damage, or defects in materials and equipment that are not attributable the contractor-agent's performance.

4.1.6.4 The government department or agency must be directly liable to the suppliers for payment of the agreed purchase price.

4.1.6.5 The purchase agreement must be such that suppliers can proceed directly against the government department or agency in the case of non-payment for property or services.

4.1.6.6 Payment to the vendors for construction materials/supplies will be made by the contractor-agent.

4.1.7 It is recommended that a special bank account be used for this project.

4.1.8 The City will directly reimburse to the prime contractor-agent with public funds.

4.2 Contractors and sub-contractors who are working on projects for a government department or agency can make tax-free purchases of construction materials for the government department or agency only if they are formally designated in a written agreement (Form R 1020) as agents of the government department or agency for the purpose of making purchases and only if all of the purchasing procedures set out in this directive are utilized.

4.2.1 Purchases made in their own names by contractors working for the government department or agency continues to be taxable.

5.0 All bidders shall include in their bid the following:

5.1 Temporary fencing for storage of materials that the City will own.

5.2 Builder's Risk Insurance that covers the Contractor and the City

6.0 **CONTRACTOR - AGENT PURCHASING PROCEDURE**

6.1 Contractor, when contractor-agent status is required in the bid documents, obtains three original tax-exempt forms from the Department of Revenue web site at:

6.2 http://revenue.louisiana.gov/TaxForms/1020(4_12)F.pdf

6.3 OR from the City's Project Manager to be signed and returned with the signed contract. The form used will be the State of Louisiana, Department of Revenue, Designation of Construction Contractor as Agent of a Governmental Entity and Exemption Certificate (R-1020 4/12) and will designate the name of the construction project.

7.0 If the Mayor approves the contract, he will sign the three **originals of Form R-1020** and his office will forward to Purchasing with the signed contracts. DO NOT send forms directly to the Mayor's office.

8.0 Purchasing will distribute the contracts as follows:

8.1 One **Original Contract** with one **Original of Form R-1020** to Purchasing**.**

8.1.1 Two **Contract Originals with one Original of Form R-1020** to the Department Head or his/her Designee.

8.1.2 Department Head or his/her Designee is to keep the copy of the contract and a signed copy of Form R-1020 in their file.

8.2 Department Head or his/her Designee will provide the contractor with the following:

8.2.1 One **Original Contract for the contractor's file.**

8.2.2 One **Original of Form R-1020**.

9.0 Contractor issues a copy of Form R-1020 to the vendor when materials/supplies for the named construction project are purchased. Contact for the State is:

9.1 State of Louisiana

9.2 Department of Revenue

9.3 Attention: Sales Tax Department (Ph: 225/219-7356) (Fax: 225/219-2065)

9.4 P.O. Box 3863

9.5 Baton Rouge, LA 70821

10.0 **The Louisiana Department of Revenue will still have the power and ability to audit the transaction and deny the exemption.**

10.1 Separate forms for same vendor can be supplied for separate purchases but is not mandated, so long as purchases are under the same contract approved for the contractor-agent status.

10.2 Possession of supplies is taken in the City's name upon delivery to the job site.

11.0 **CONTRACTOR - AGENT INVOICING PROCEDURES**

11.1 Contractor will have vendor issue an invoice for supplies on the vendor's form of choice so long as it is filled out in the "Sold/Bill To" block in the following manner:

11.1.1 SOLD/BILL TO: The City of Shreveport (Owner), C/O Contractor-Agent for the City of Shreveport.'

11.1.2 The "DELIVER TO" block _____, Contractor-Agent for the City of Shreveport.

11.1.3 Ensure NO TAX is charged on or subsequently paid on the invoice.

12.0 **PERIODIC PAY REQUESTS**

12.1 Pay Requests are to be prepared in accordance with the procedures established under the contract, generally once a month routed and reviewed through the Project Manager for the contract.

12.2 Attach copies of the invoices for supplies from the various applicable vendors. It is the responsibility of the prime contractor to validate the invoices initiated by subcontractor on behalf of the City as they are submitted, since only the prime is paid by the City.

12.3 Payment for Earnings will be made in accordance with the contract, **but the contractor's pay request must show one line item for the cost for materials/supplies purchased as our Agent**, the second line item for an amount arrived at by the mathematical subtraction of "materials/supplies purchased" from the amount earned and the grand total of these two-line items.

12.4 Contractor-Agent will be issued one check for materials/supplies, where the sales/use tax was not paid, made out in the **contractor's name, Agent,** and the balance of the payment due in another check made out in **only the contractor's name**.

13.0 **Commonly Asked Questions**

13.1 Q: Does the City want the contractor-agent to have all invoices made out to the City?

13.1.1 A: Yes. This designation of contractor-agent shall be effective for purchases of component construction materials, taxable services and leases and rentals of tangible personal property for only the named construction project. See the enclosed sample invoice.

13.2 Q: Will the contractor-agent be required to turn in copies of all the invoices to the City, that the contractor-agent did not pay sales/use tax upon, with their payment requests?

13.2.1 A: Yes. See note in 1.1.

13.3 Q: Will copies of the invoices that the contractor pays for the City need to be turned in more than once a month?

13.3.1 A: No. These will need to be turned in once a month with your progress payment requests. Payment for Earnings will be made in accordance with the contract, but the contractor's pay request must show one line item for the cost for supplies purchased as our Agent, the second line item for an amount arrived at by the mathematical subtraction of "materials/supplies purchased" from the amount earned and the grand total of these two-line items.

13.4 Q: Who will receive the sales/use tax exemption?

13.4.1 A: The prime contractor can make purchases for this project without the sales/use tax for component construction materials, taxable services and leases and rentals of tangible personal property for only the named construction project once the Mayor signs the Designation of Contractor as Agent Form and Exemption Certificate R-1020, see enclosed sample. If the prime contractor for this project is not purchasing all of the items needed, then the subcontractors may also be named as contractor-agents.

13.5 Q: How do vendors know **not** to charge the sales/use tax?

13.5.1 A: After the **City issues Form R-1020** to the contractor, the contractor-agent will provide copies of it to their vendors.

13.6 Q: How long must, contractor-agent documentation must be kept for audit purposes?

13.6.1 A: The current year plus three more.

EXAMPLE INVOICE for component construction materials, taxable services and leases and rentals of tangible personal property for the named construction project when purchased as a CONTRACTOR-AGENT.

Project Name: Number:

INVOICE NO.	VENDOR ADDRESS: _____ _____ _____ _____
SOLD/BILL TO: City of Shreveport (Owner) C/O Contractor-Agent-City of Shreveport _____	SHIP TO: _____, Contractor-Agent-City of Shreveport _____ _____ _____

SALESPERSON:	DATE:	ORDERED BY: DATE ORDERED: ORDER NO:	SHIP VIA:

F.O.B. DESTINATION IS REQUIRED	TERMS:	REFERENCE:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	FOUR TON MODEL X 42 HVAC UNIT	2,250.00	2,250.00

SUBTOTAL:	2,250.00
TAX RATE:	N/A
SALES TAX:	N/A
SHIPPING & HANDLING:	Included
TOTAL DUE:	2,250.00

R-1020 (4/12)

Designation of Construction Contractor as Agent of a Governmental Entity Sales Tax Exemption Certificate

City of Shreveport, LA, an agency of the United
Legal Name of Governmental Entity

States government, or an agency, board, commission, or instrumentality of the State of Louisiana or its political subdivisions, including parishes, municipalities, and school boards, does hereby designate the following contractor as its agent for the purpose of making sales tax exempt purchases on behalf of the governmental body:

Name of Contractor		
Address		
City	State	ZIP

This designation of agency shall be effective for purchases of component construction materials, taxable services and leases and rentals of tangible personal property for the following named construction project:

Construction Project	Contract Number

This designation and acceptance of agency is effective for the period.

Beginning Date *(mm/dd/yyyy)*	End Date *(mm/dd/yyyy)*

Purchases for the named project during this period by the designated contractor shall be considered as the legal equivalent of purchases directly by the governmental body. Any materials purchased by this agent shall immediately, upon the vendor's delivery to the agent, become the property of this government entity. This government entity, as principal, assumes direct liability to the vendor for the payment of any property, services, leases, or rentals made by this designated agent. This agreement does not void or supersede the obligations of any party created under any construction contract related to this project, including specifically any contractual obligation of the construction contractor to submit payment to the vendors of materials or services for the project.

This contractor-agent is not authorized to delegate this purchasing agency to others; separate designations of agency by this governmental entity are required for each contractor or sub-contractor who is to purchase on behalf of this governmental entity. The undersigned hereby certify that this designation is the entirety of the agency designation agreement between them. In order for a purchase for an eligible governmental entity through a designated agent to be eligible for sales tax exemption, the designation of agency must be made, accepted, and disclosed to the vendor before or at the time of the purchase transaction.

Designation of Agency			Acceptance of Agency		
Signature of Authorized Designator		Date *(mm/dd/yyyy)*	Signature of Contractor or Subcontractor Authorized Acceptor		Date *(mm/dd/yyyy)*
Name of Authorized Designator Renee Anderson, Purchasing Agent			Name of Contractor's or Subcontractor's Acceptor		
Name of Governmental Entity City of Shreveport			Name of Contractor		
Address P.O. Box 31109			Address		
City Shreveport	State LA	Zip 71130-1109	City	State	Zip

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax-exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes. The agency agreement evidenced by this sales tax exemption certificate must be implemented at the time of contract execution with the governmental entity. The contract between the governmental entity and his agent must contain provisions to authenticate the conferment of agency.

Section 40-Fair Share Requirements (Revised 10-28-2024)

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 318-673-5017

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:

https://www.shreveportla.gov/DocumentCenter/View/21385/10072022---Fair-Share-Application

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

1.7 **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

1.8 City of Shreveport Vendor Applications may be downloaded at: https://www.shreveportla.gov/780/Section-800.

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 of Shreveport 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) 673-5017 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 of Shreveport 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 of Shreveport or any liability on the City of Shreveport 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 FAIR SHARE, 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:

https://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 Email or Fax to advise them of potential subcontracting opportunities.

3.14.2 Follow-up: Bidders shall follow up with Email, Fax and or Phone 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. S**ubmit completed **FSC FORM 1.**

5.1.2 **UTILIZATION/CONTRACT TRACKING-FSC FORM 2. S**ubmit **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. S**ubmit **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. S**ubmit 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 email or fax sent to** FSC, **S/DBE, or DBE firms:** When requested, provide one copy of the email or fax sent to FSC, S/DBE or DBE firms to solicit bids for this project. If more than one form of email 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 10/28/2024)

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) "Only Fair Share or DBE companies to be listed"	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 10-28-2024)

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 **Only Fair Share or DBE companies to be listed**	Type of Contact(s) "Email or Fax Required"	Date & Time of Contact	Person making/receiving call or other communications	Contact made? Yes/No	Quote received Amount ($)	Quote accepted, rejected, Non-Responsive	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 10/28/2024**)

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 (Previous Total to Date+(7)	(9) Remaining Subcontract Amount (8-6)
	☐ FSC ☐ DBE							
	☐ FSC ☐ DBE							
	☐ FSC ☐ DBE							
	☐ FSC ☐ DBE							
	☐ FSC ☐ DBE							

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.

Printed Name of Authorized Contractor Representative:

Authorized Signature of Contractor Representative: Date:

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.

Notary Public Use Only:
State of
_____
Parish / County of
_____
Subscribed and sworn to (or affirmed) before me this
_____day of _____
in the year of
_____

Signature of Notary Public:

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 PEROID 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

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

1.3 PROCUREMENT OF SURETY BONDS AND INSURANCE

1.3.1 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 company's 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.

1.4 CONTRACT BOND

1.4.1 **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.

1.4.2 The insurance required shall be written for not less than limits of liability specified herein. Coverages 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.

1.5 PROPERTY INSURANCE

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

1.5.2 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- days 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 coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverages 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 attorney's 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 therefrom, 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.

3.1.2 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 <u>CONTRACTORS RESPONSIBILITY</u>

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

4.2.1 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.

4.3 NO WAIVER OF LEGAL RIGHTS

4.3.1 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.

4.4 THIRD-PARTY LIABILITY.

4.4.1 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 provide and maintain certain insurance in full force and effect at all times 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 and proof provided via a DEC and/or endorsement.** 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 and proof provided via a DEC and/or endorsement.**

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 Builder's 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 and proof provided via a DEC page and/or by endorsement.**

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 DEC page and/or endorsement form before any part of the service specified by this Agreement are commenced. A provision should be included 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 DEC page and/or endorsement.

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 parts of the services specified by this agreement are 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 – Contractor's Requirements

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 workday 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:
Purchasing Division
P.O. Box 31109 | Shreveport, LA 71130

or

Deliver *via* other carrier or hand-delivery to:
Purchasing Division
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.

** Form Revised 02-08-2017 **

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: _____

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: kimberly.floyd@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 BIDFOR:

IFB Number: 26-053

Project Name: Montana Street Bridge Improvements

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 12-15-11

PROJECT SUMMARY

Project Name:

Montana Street Bridge Improvements

Project Number:

C24002

Project Scope:

This project includes the rehabilitation of a three-span pre-cast concrete slab span bridge. Work will include, but not be limited to , repair of timber piles, timber abutment boards, placement of rip-rap, pedestrian railing repair and painting, and new guardrail approaches and railing. An Alternate Bid is included which would provide complete removal of failed timber piles with an elevating sleeve pile repair system. This project is located in City Council District A.

Contract Documents:

The Project Manual and Technical Specifications prepared by Volkert, Inc. dates September 2026 will govern this project.