

**PROFESSIONAL SERVICES CONTRACT for  
DEPARTMENT OF WATER & SEWERAGE OPERATIONAL  
COMPLIANCE AND EFFICIENCY REVIEW  
RFP #17-811**

STATE OF LOUISIANA

PARISH OF CADDO

This Contract is made and executed in three (03) copies on the 6<sup>th</sup> day of March, 2018, by and between the City of Shreveport, Caddo Parish, Louisiana (hereinafter referred to as "City"), which term shall be construed to include any officer, representative, or agent of the City having authority to represent or act for it, in relation to any part of the subject of this Contract), and Carr, Riggs & Ingram, LLC, (hereinafter referred to as "Contractor"), each represented herein by the undersigned, duly authorized to act herein, who declares as follows:

WITNESSETH, that;

The Contractor has agreed, and by these presents does agree with the City, for the consideration hereinafter mentioned, to furnish at its own proper cost and expense, all necessary materials, labor, and equipment, and to carry out and complete in good form, firm, and substantial manner Professional Services Contract for Department of Water & Sewerage Operational Compliance and Efficiency Review – RFP #17-811.

IT IS HEREBY AGREED that everything agreed upon shall be strongly bound with this instrument and form an essential part of this Contract, including the Non-Collusion Affidavit and Corporate Resolution, attached hereto and made a part hereof.

PAYMENT FOR SERVICES

The City shall pay and the Contractor agrees to accept as full compensation for all services performed under this Contract the **NOT TO EXCEED** amount of **ONE HUNDRED EIGHTY-THREE THOUSAND ONE HUNDRED FIFTY DOLLARS AND NO CENTS, (\$183,150.00)**, as per Exhibit "A", attached hereto and made a part of this Contract.

The Contractor's invoice for services will be paid in full, in accordance with the law. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach or covenant, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the City while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the City in respect to such breach or default.

CONTRACT TIME

The initial contract will be for a period of **TWELVE (12) MONTHS** from the date of execution.



### OWNERSHIP

The Contractor does hereby convey, sell, assign, and transfer to the City 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 State of America and the State of Louisiana, relating or pertaining to the particular goods or services purchased or acquired by the City, pursuant to this Contract.

Upon acceptance or approval by the City, all reports, information, and other data, given to, prepared or assembled by the Contractor under this Contract, and any other related documents or items shall become the sole property of the City and shall be delivered to the City, without restriction or future use. The Contractor may make copies of any and all documents for its files. By execution of this Contract and in consideration of the fee for services to be paid under this Contract, the Contractor hereby conveys, transfers, and assigns to the City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the project designs and other project data developed under this Contract.

### CONTRACTOR'S LIABILITY

As additional consideration for this Contract, the Contractor hereby agrees to waive the provisions of Act No. 602 of the Louisiana Legislature, LSA-R.S. 9:2773, and the parties hereto agree that none of the provisions of the said Act 602 of 1975 are to have any force and effect whatsoever on the legal relationship of the parties.

### INDEMNITY

The Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by the Contractor's breach of any of the terms or provisions of this Contract, or by any negligent act or omission of the Contractor, its officers, agents, associates, employees or subcontractors, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both the Contractor and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to the City under Louisiana law and without waiving any defenses of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

NON-APPROPRIATION

Notwithstanding any provisions to the contrary, in the event sufficient funds for the performance of this Contract are not appropriated by the City Council of the City of Shreveport, in any fiscal year covered by this Contract, this Contract may be terminated by the City by giving notice to the Contractor of such facts and the City's intention to terminate its financial obligation.


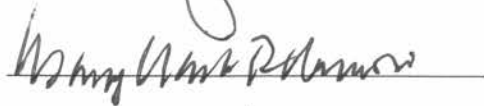
SUCCESSORS AND ASSIGNS


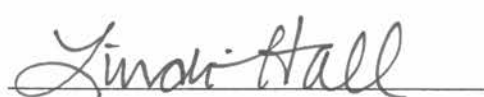
This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Contract, their assigns.

ENTIRE AGREEMENT

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Contract.

WITNESSES:

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

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

CITY OF SHREVEPORT

  
\_\_\_\_\_  
Ollie S. Tyler, Mayor

Carr, Riggs & Ingram, LLC

  
\_\_\_\_\_  
J. Thomas Simms III, Partner in Charge



Carr, Riggs & Ingram, LLC  
1000 East Preston Avenue  
Suite 200  
Shreveport, LA 71105

Mailing Address:  
P.O. Box 4278  
Shreveport, LA 71134-0278

(318) 222-2222  
(318) 226-7150 (fax)  
CRlcpa.com

February 2, 2018

Barbara Featherston, P.E.  
Director  
Department of Water and Sewerage  
505 Travis St. Suite 580  
Shreveport, LA 71101

Ms. Featherston:

We are pleased to confirm our understanding of the services we are to provide The City of Shreveport ("City") Department of Water and Sewer.

## ENGAGEMENT OBJECTIVES

The engagement's objectives are to assist the City of Shreveport Department of Water and Sewer ("Department" or "DOWAS") by conducting a review of the operations and the Department's operational efficiency in delivering services to its customers.

## SCOPE OF WORK

### Commercial/Industrial Customers and Households

We will identify and record an accurate count of current residential and commercial/industrial water customers. With the assistance of DOWAS, we will develop accountability profiles to ensure all household and commercial/industrial users are accurately reflected as customers of the Water and Sewerage system. We will report on any discrepancies of billing categories and dates, particularly as it relates to the implementation and operation under a tiered rate structure, within the guise of applicable ordinances.

### Meters and Meter Reading

We will conduct an industry accepted water loss audit in order to benchmark utility water loss. This audit shall comply with, and take the form of, an American Waterworks Association (AWWA) M-36 Water Audit. We will also review two years of billing information to determine accuracy of meter reading based on skipped reads, check reads and bill adjustment due to incorrect reads.

### Billing and Dissemination of Bills

We shall review the current billing practices of the water department. Then we will verify that bills are accurate and disseminated to the proper address. This portion shall also include a test for compliance with current local ordinances, rules, and applicable regulations. Additionally, this assessment should consider compliance with accepted industry standards for best practices. The sample size and sample metrics shall be of adequate size and quality to form a statistically sound result that can be compared to acceptable accuracy rates across other utilities. Where not evidenced by industry standards, we shall seek to measure metrics associated with DOWAS' quality assessment metrics associated with the City's strategic plan.

### Payments and Collections

We shall perform a review of collection practices for outstanding water and sewerage payments due to the City of Shreveport. This section shall also include a review for compliance with current local ordinances, rules, and applicable regulations. Additionally this review will gauge the Department's practices against accepted best practices.

### Customer Service

We shall perform a review of the City of Shreveport's Water Department Customer Service practices. This review shall evaluate personnel hospitality, intake procedures, accuracy of information relayed to the customer, and resolution procedures. In order to minimize operational impact, this review shall be split with personnel interaction, and historical call recordings and their associated details as available (wait time, hold time, call length, etc.). Where applicable, we may use survey methods and techniques, where details of interaction with customers and use of customer data will be approved by City in order to comply with privacy and other associate rules and regulations. This review is subject to availability of relevant data.

### **USE OF SPECIALISTS**

In providing these services, we are partnering with Government Services Group (GSG) as outlined in our proposal to the City of Shreveport dated August 3, 2017 to perform several of the project sections and work with CRI on all the sections of this project. GSG is expecting to engage subcontractors for specific tasks of this project. Because of the nature of these services, we will share your confidential information with these specialists who will assist us. However, we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers. The costs of these specialists are included in the fees specified herein.

### **YOUR RESPONSIBILITIES**

Because these services constitute non attest services, you agree to assume all management responsibilities and oversee any consulting services and other services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience. Barbara Featherston is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

This project is to provide reasonable assurance that rates in use are correct based on applicable ordinances and billings are correct based on all relevant inputs, it is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the project, we will communicate to management and those charged with governance internal control related matters that are identified and material to the Department's operations.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to this project, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform this project, (3) additional information that we may request for the purpose of this project, and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain relevant information.

### **Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account, including those firms engaged under the City's Fair Share Program. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures,

and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Subsequent to the issuance of the report(s), should it be necessary to revise and reissue one or more of the report(s), we will notify you and provide copies of the updated report(s) which will indicate the updated information and related revisions of any conclusions.

We expect to begin this project in February 2018 and issue our reports as the sections are completed by August 31, 2018. Tom Simms is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. It is our understanding that you have assigned Ms. Barbara Featherson as your representative during the engagement.

Our fees for all services are related to our standard hourly rates in effect at the time services are performed. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement. Our fee for this engagement, which we estimate will not exceed \$183,150; with out of pocket expenses including travel costs estimated to not exceed \$10,000 and 3<sup>rd</sup> party testing expected to be no more than \$27,500.. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. The fee estimate is based on the assumption that you will provide assistance, anticipated cooperation from your personnel, and the assumption that unexpected circumstances will not be encountered during the engagement. Any amendments to the not-to-exceed amount of the fees will be in writing through a fully executed contract amendment.

Very truly yours,

Carr, Riggs & Ingram, LLC

A handwritten signature in black ink, appearing to read 'J. Thomas Simms, III', with a long horizontal flourish extending to the right.

J. Thomas Simms, III

City of Shreveport  
 Department of Water and Sewer Operations and Efficiency Review  
 Preliminary Document Request List

	Document Requested	Date Expected to CRI
1	Copy of ordinances, rules, regulations in place from January 1, 2016 through December 31, 2017	Two Weeks after Notice to Proceed
2	January 1, 2016 through December 31, 2016 Water and Sewer Billing Data in Excel or CSV format	Two Weeks after Notice to Proceed
3	January 1, 2016 through December 31, 2016 Water and Sewer Meter Reading Data in Excel or CSV format	Two Weeks after Notice to Proceed
4	January 1, 2016 through December 31, 2016 Meter Reading Exception Report	Two Weeks after Notice to Proceed
5	January 1, 2016 through December 31, 2016 Water Plant Flow Production Data (Monthly) Own Source – production meter data logs, SCADA, etc.	Two Weeks after Notice to Proceed
6	January 1, 2016 through December 31, 2016 Water Plant Meter Calibration test/results	Two Weeks after Notice to Proceed
7	January 1, 2016 through December 31, 2016 customer meter bench testing results (if any)	Two Weeks after Notice to Proceed
8	January 1, 2016 through December 31, 2016 regulatory compliance reports	Two Weeks after Notice to Proceed
9	January 1, 2016 through December 31, 2016 customer complaint logs/customer notes (if any)	Two Weeks after Notice to Proceed
10	Current Policy and Procedures for Customer Service	Two Weeks after Notice to Proceed
11	Current Policy and Procedures for Meter Read	Two Weeks after Notice to Proceed
12	Current Policy and Procedures for Billing	Two Weeks after Notice to Proceed
		Two Weeks after Notice to Proceed




**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:

BEFORE ME, the undersigned Notary Public duly qualified and commissioned, came and appeared J. THOMAS SIMAS, III, authorized representative of CARR, RIGGS & INGRAM, LLC, who does hereby state as follows, to-wit:

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
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.
3. 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.  
  
(a) 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 16<sup>th</sup> day of Feb, 2018.

, PARTNER  
Signature and Title

NOTARY PUBLIC  Signature Seal 47683

RITA MARTIN  
NOTARY PUBLIC, CADDO PARISH, LA  
MY COMMISSION IS FOR LIFE  
NOTARY ID # 47683

RESOLUTION OF BOARD OF DIRECTORS

Name of Corporation: \_\_\_\_\_

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

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. 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 CHECK HERE --  -- AND COMPLETE BELOW:

Signature:  \_\_\_\_\_ SSN or Federal ID Number: 72-1396621

# City of Shreveport

## FELONY CONVICTION STATEMENT (R.S. 38:2227)

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

Bid Number: RFP # 17-811

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

- 1.0 The bidder, partner, incorporator, director, manager, officer, organizer, or member who has a minimum of ten percent ownership **has not** been convicted of, or has not entered a plea of guilty, or nolo contendere to any of the state felony crimes or equivalent federal crimes (hereinafter referred to as "the crimes").
- 2.0 The conviction of the crimes listed below shall permanently bar any person or the bidding entity from bidding on public projects:
  - 2.1 Public Bribery (R.S. 14:118), Corrupt Influencing (R.S. 12:120), Extortion (R.S. 14:66), and Money Laundering (R.S. 12:230).
- 3.0 The conviction of the crimes listed below shall bar any person or the bidding entity from bidding on public projects for a period of five years:
  - 3.1 Theft (R.S. 14:67), Identity Theft (R.S. 14:67.16), Theft of a Business Record (R.S. 14:67.20), False Accounting (R.S. 14:70), Issuing Worthless Checks (R.S. 14:71), Bank Fraud (R.S. 14:71.1), Forgery (R.S. 14:72), Contractors; Misapplication of Payments (R.S. 14:202), Malfeasance in Office (R.S. 14:134).
- 4.0 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: CARR, RIGGS & INGRAM, LLC

Address: 1000 EAST PRESIDEN AVE, SUITE 200, SHREVEPORT, LA 71105

Phone Number: 318-222-2222 FAX Number: 318-226-7150

By:  PARTNER 2-16-18  
Signature of Authorized Owner or Representative Title Date

Print Name: J. THOMAS SIMS, III E-Mail Address: JTSIMS@CRICPA.COM

(7-26-10)

Mail to: Felony Statement OR Deliver: Felony Statement OR Fax to: \_\_\_\_\_ OR E-Mail: \_\_\_\_\_

Bid Number: \_\_\_\_\_  
P.O. Box 31109  
Shreveport, LA 71130

505 Travis Street @318-673-5408  
Suite 610  
Shreveport, LA 71101



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

J. THOMAS SIMMS, III authorized representative of: CAPE, RIGGS & LEBLANC, LLC with a Federal Tax Identification Number (EIN) of:

1600 EAST PIERSON AVE. SUITE 200 and with a current email address of:

JTSIMMS@CRICPA.COM who does hereby state as follows, to-wit:

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

BY: [Signature] Printed Name: J. THOMAS SIMMS, III Title: PARTNER

SWORN TO AND SUBSCRIBED BEFORE ME, this 16th day of Feb, 2018.

[Signature] Notary Public

RITA MARTIN NOTARY PUBLIC, CADDO PARISH, LA MY COMMISSION IS FOR LIFE NOTARY ID # 47663

47683 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.

# CITY OF SHREVEPORT

## Section 40-Fair Share Requirements (Revised 8-17-11)

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 Karen Barnes, Management Assistant... 318-673-5060
- 1.6.1 Fair Share Office
- 1.6.2 505 Travis Street, Suite 260
- 1.6.3 Shreveport, LA 71101
- 1.6.4 FSC Application Affidavits maybe downloaded at:  
[http://www.shreveportla.gov/fair\\_share/pdf/Fairshare\\_download.pdf](http://www.shreveportla.gov/fair_share/pdf/Fairshare_download.pdf)
- 1.7 **DBE-is** Disadvantaged Business Enterprise (specific to Federally-funded Projects - generally FAA, DOTD or FTA projects).
- 1.8 **S/DBE-is** Small Disadvantaged Business Enterprise (again, specific to Federally-Funded Projects - a group that is defined by the Government as "presumptively disadvantaged" by provisions of CFR 49). **DBE applications may be obtained as follows:** <http://www8.dotd.louisiana.gov/UCP/UCPdownloads.aspx>
- 1.9 MBE-is Minority Business Enterprise. The designation of MBE is obtained through the submission of a Vendor's Application that can be obtained through the Purchasing Office. Vendor Applications may be downloaded at: <http://www.shreveportla.gov/bid/section800.htm>

### 2.0 PURPOSE OF THE PROGRAM

- 2.1 The City of Shreveport has implemented this program to ensure that their construction and service contracts provide employment and growth opportunities for small disadvantaged businesses.
- 2.2 Therefore, when the goal has not been met, prime contractors are required to submit proof showing that good faith efforts have been made to contract with FSC, S/DBE or DBE subcontractors.
- 2.3 All efforts must be documented.
- 2.4 Direct commodity purchases made by the City are exempt from the program.

### 3.0 FAIR SHARE CONTRACT CLAUSES

- 3.1 The following Fair Share Contract Clauses and Good Faith Effort Requirements are only a small part of the Fair Share Program.
- 3.1.1 The Fair Share Program full text and forms that will be needed are posted in the Purchasing Office, or available upon request, or available on our web site at [www.shreveportla.gov](http://www.shreveportla.gov), and are incorporated by reference in all solicitation documents with the same force and effect as if set forth in full text.
- 3.1.2 ANY DEVIATIONS FROM THE FAIR SHARE REQUIREMENTS LISTED HEREIN MUST BE CLEARLY IDENTIFIED WITH EACH SOLICITATION RESPONSE.
- 3.1.3 PLEASE CALL THE FAIR SHARE OFFICE AT (318) 673-5060 OR THE PURCHASING DIVISION AT (318) 673-5450 IF YOU HAVE ANY QUESTIONS.
- 3.2 Prompt Payment Clause

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

- 3.12 Who to contact
- 3.12.1 For each division of work identified in these documents that will be performed by a subcontractor, Bidders must contact:
- 3.12.2 Every FSC, S/DBE or DBE firm that attended the pre-bid meeting (if one was held) which specializes in a division of work that will be subcontracted, and
- 3.12.3 In addition to the above, a minimum of five (5) other FSC, S/DBE or DBE firms.
- 3.12.4 If there are less than 5 firms listed for a particular division of work, all of the subcontractors in that division must be contacted.
- 3.13 When to contact
- 3.13.1 All Bidders must provide project information to FSC, S/DBE, or DBE firms in sufficient time to permit the firm to have an equal opportunity to compete for work that the successful bidder will subcontract together with the date and time that subcontractor's bids are due.
- 3.13.2 The first documented contact with each FSC, S/DBE, or DBE firm must be at least seven (7) working days before bid opening.
- 3.14 How to contact
- 3.14.1 First contact: Bidders shall contact FSC, S/DBE or DBE subcontractors by letter or fax to advise them of potential subcontracting opportunities.
- 3.14.2 Follow-up: Bidders shall follow up with telephone calls to each FSC, S/DBE, or DBE firm contacted to determine if a bid will be submitted or if further information is required.
- 3.14.3 A firm need not be contacted if that firm responds to the first contact with a statement that the firm will not bid on this project.
- 3.15 What information must be provided
- 3.15.1 **The apparent lowest construction/service provider bidder shall be required to complete/submit Fair Share Forms 1 through 4 within 72 hours after notification. If additional information is needed, it must be turned in within 24 hours or the bid will be declared as non-responsive when additional time is not approved by the Fair Share office.**
- 4.0 **ADDITION/REPLACEMENT OF SUBCONTRACTORS AFTER SUBMISSION**
- 4.1.1 The successful bidder will not be permitted to add or replace a subcontractor without the consent of the DBE Compliance Manager and/or the Fair Share Office and the Originating Department.
- 4.1.2 If any subcontractor is added or replaced after the contract award, the contractor shall make good faith efforts to contract with another FSC, S/DBE, or DBE for the work to be performed by that subcontractor.
- 4.1.3 Documentation of these efforts is required, and must be submitted to the Purchasing Agent and the Fair Share Office **on FSC FORM 2.**
- 5.0 **DOCUMENTATION OF GOOD FAITH EFFORTS**
- 5.1 **FAIR SHARE DOCUMENTS TO BE SUBMITTED BY THE APPARENT LOWEST CONSTRUCTION/SERVICE PROVIDER BIDDER.**
- 5.1.1 **COMPLIANCE AGREEMENT-FSC FORM 1.** Submit completed **FSC FORM 1.**
- 5.1.2 **UTILIZATION/CONTRACT TRACKING-FSC FORM 2.** Submit **FSC FORM 2** showing all subcontractors/all sub-subcontractors to be used on this contract and use for any changes also. **Note:** Construction Bidders, including 100% Fair Share/DBE, must turn in this form showing all subcontractors to be used on this contract.
- 5.1.3 **PROJECT CONTACT SHEET-FSC FORM 3.** Submit **FSC FORM 3** showing a completed log of contacts with FSC, S/DBE, or DBE firms.
- 5.1.4 **LETTER OF INTENT-FSC FORM 4.** Submit a signed **FSC FORM 4**, Letter of Intent indicating FSC, S/DBE and DBE Subcontractors and Sub-Subcontractors along with the scope of work to be performed and price/cost of goods or services to be performed by the Subcontractor. There must be a separate Letter of Intent for each FSC, S/DBE or DBE Subcontractor or Sub-subcontractor. This **letter of Intent** must be submitted within 72 hours of the bidder being designated as "the apparent lowest construction/service provider bidder", or his/her bid **will** be declared non-responsive.

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

---

END



**City of Shreveport**  
**COMPLIANCE AGREEMENT-FSC FORM 1**

Bid Number: 17-211 (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: CARR, ZIGGS & INGRAM, LLC

Address: 1000 EAST PRESTON AVE, SUITE 200, SHREVEPORT, LA 71105

Phone Number: 318-222-2222 FAX Number: 318.226.7152

By:  Partner 2-16-18  
Signature of Authorized Owner or Representative Title Date

Print Name: J. THOMAS SIMMS, III

# 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 8-30-07)

1. IFB/RFP/RFS/RFQ # (Circle 1) 17-811 2. Project Name \_\_\_\_\_  
 3. Prime Contractor CRJ 4. Bid Amount of Total Project (\$) \_\_\_\_\_  
 5. Prime Contractor's Federal Tax ID # 72-1396621 Change Order? Yes or No C/O # \_\_\_\_\_

List all Subcontractors (copy as needed)	Status – Circle all that apply	Type of work to be performed	Subcontracted Amount \$ + or (–)
Federal I.D. # <u>11-3796067</u> Company <u>CRONICLES OF NUMBERS, LLC</u> Name _____ Address <u>PO BOX 36845, SHREVEPORT, LA</u> Phone # <u>318-424-6532</u> Fax # <u>318-424-6570</u> E-Mail <u>RS@CRONICLESOFNUMBERS.COM</u> State Class/License # _____	AEC, DBE, FSC, LBE, MBE, SBE, WBE	<u>ACCOUNTING</u>	<u>NOT KNOWN</u>
Federal I.D. # _____ Company _____ Name _____ Address _____ Phone # _____ Fax # _____ E-Mail _____ State Class/License # _____	AEC, DBE, FSC, LBE, MBE, SBE, WBE		
Federal I.D. # _____ Company _____ Name _____ Address _____ Phone # _____ Fax # _____ E-Mail _____ State Class/License # _____	AEC, DBE, FSC, LBE, MBE, SBE, WBE		

Prime Contractor's Signature [Signature] Date: 2/16/18 Phone: 318-227-2222  
 Project Mgr. Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Fair Share Office Approval: [Signature] Date: 02/26/18

# City of Shreveport

## PROJECT CONTACT SHEET-FSC FORM 3

(Revised 8-30-07)

Name of Project: \_\_\_\_\_ Bid Number: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

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

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



Bid # 17-311 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 DEPARTMENT OF HIGHWAY & SEWERAGE OPERATIONAL COMPLIANCE ...

2. Name of offeror/prime contractor CARR, RIGGS & INGRAM, LLC

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, J. THOMAS SIMAS III am the duly authorized representative of  
(Circle one Owner) Authorized Agent

CARR, RIGGS & INGRAM, LLC 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.

J. THOMAS SIMAS, III  
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)

318-222-2222  
(Phone Number) (Fax Number) (Revised 8-30-07)



## INSTRUCTIONS FOR COMPLETING FSC FORM 5 MONTHLY SUBCONTRACTOR PAYMENT AND UTILIZATION

- 1.0 CONTRACT NUMBER: Enter the contract number for this project as assigned by the City Purchasing Division.
- 1.1 PROGRESS REPORT NO: Enter Report number 1 for the first report submitted and subsequent numbers for reports submitted thereafter.
- 1.2 PRIME CONTRACTOR: Indicate the name of the prime contractor.
- 1.3 PRIME CONTRACT AMOUNT: Indicate the total dollar amount of the prime contract.
- 1.4 REPORT DATES: Indicate the beginning and ending dates corresponding to the progress payment period or use calendar month.
- 1.5 Example: 1/1/98 thru 1/31/98. Reports should be sequential and not overlap.
- 1.6 PROJECT NAME: Indicate the project name as indicated on the contract documents.
- 1.7 SUBCONTRACTOR NAME: List the names of all subcontractors having performed work or paid on this project during the reporting period.
- 1.8 STATUS: Indicate the appropriate FSC, S/DBE, or DBE status of each contractor listed in item 7.
- 1.9 Example: FSC, S/DBE, or DBE. Note: Designations should be consistent with how firms were certified by LAUCP or the City of Shreveport at the time of contract award.
- 1.10 Only one designation may be used for credit and will be applied accordingly. Leave blank for non-certified firms.
- 1.11 LIST SECOND TIER SUBCONTRACTORS.
- 1.12 NATURE OF WORK: Briefly describe subcontractors' work.
- 1.13 Example: Landscaping, electrical supplier, electrical contractor, remove and replace inlets, furnish and install catch basins, etc.
- 1.14 ORIGINAL CONTRACT AMOUNT: Indicate the dollar amount for each subcontract at time of award.
- 1.15 CHANGES TO CONTRACT: Indicate the cumulative dollar value of any changes to subcontracts.
- 1.16 Additions to the contract should be shown using a plus sign in front of the amount and reductions in contract amounts using the minus sign.
- 1.17 Examples: additions +\$3,050.50, reductions -\$3,050.50. Also please explain any changes in space provided below for comments.
- 1.18 TOTAL SUBCONTRACTOR AMOUNT: This amount should be the total dollar value (current contract amount) plus or minus changes indicated in column 11.
- 1.19 MID-MONTH PAYMENT AMOUNT AND DATE MADE TO SUB: Enter the date and amount of any mid-month payment made to the subcontractor.
- 1.20 ACTUAL PROGRESS PAYMENT AMOUNT AND DATE MADE TO SUBCONTRACTOR: Enter the date and amount the month end actual progress payment was made to the subcontractor.
- 1.21 TOTAL PAYMENT AMOUNT TO DATE: This amount should represent the amount of both mid-month and month-end amounts paid to the subcontractor. This amount should correspond to the amount the prime is requesting for work performed by the subcontractor for the same reporting period.
- 1.22 RETAINAGE HELD, IF ANY: If the prime is holding retainage, enter the total amount of the retainage held for the reporting period.
- 1.23 COMMENTS (Include why any payment amounts made to the subcontractor are less than that requested by the subcontractor.)

### CLAIM OF LIENS

The Contractor shall hold the City harmless for any and all claims for liens of labor, services or material furnished to the Contractor in connection with the performance of the Contractor's obligations under this Contract.

### INSURANCE

The Contractor shall at its own expense provide and maintain insurance in full effect, in the amounts and limitations set forth in Exhibit "C", at all times during the term of this Contract and any extensions thereto.

### RIGHT OF REVIEW AND AUDIT

The Contractor shall maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and retain all of its records and support documentation applicable to this Contract for a period of three years, except that records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.

The Contractor shall permit the audit by the City or its designated representative of all its records relative to this Contract at any time upon such notice as specified therein.

If the Contractor is not located within Caddo or Bossier Parish, in the event of an audit the Contractor shall deliver records or have the records delivered to the City's designated representative at an address designated by the City within the City of Shreveport. There shall be a further requirement that if the City's designated representative finds the records delivered to be incomplete, the Contractor shall pay the representative's costs to travel to the Contractor's offices to audit or retrieve the complete records.

### COVENANT AGAINST CONTINGENT FEE

The contractor warrants that it has not employed any person, corporation, firm, association, or other organization, either directly or indirectly, to secure this Contract, other than persons regularly employed by the Contractor whose services in connection with the construction of the public contract or project or in securing the public contract were in the regular course of their duties for the Contractor. Further, the Contractor warrants that no part of the contract price received was paid or will be 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 the Contractor whose services in connection with the construction of the public building or project were in the regular course of their duties for the Contractor.

### NONDISCRIMINATION

As a condition of this Contract, the Contractor covenants that the Contractor will take all necessary actions to insure that , in connection with any work under this Contract, the Contractor, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual of other arrangements. The Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42, U.S.C.A. 12101-12213, as amended. In this regard, the Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of the City, upon request, for the purpose of evaluating compliance with this and other provisions of this Contract.

### COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable Federal, State and Local laws and ordinances, as shall all others employed by them in carrying out the provisions of this Contract.

### POLITICAL FUNDS

None of the funds provided by the City pursuant to this Contract 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.

### PAYMENTS DUE THE CITY

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

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.

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

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

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

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.



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

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.

#### TYPE OF CONTRACT

It is understood and agreed that this Contract shall be considered nonexclusive between the parties.

#### ASSIGNABILITY

The Contractor shall not transfer, assign, or sublet this Contract, in whole or in part, without the prior written consent of the City.

#### TERMINATION

The City may terminate this Contract upon thirty (30) day written notice to the Contractor with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. The Contractor shall not be entitled to lost or anticipated profits should the City choose to exercise its option to terminate. The Contractor shall invoice the City for all services completed and shall be compensated in accordance with the terms of this Contract for all services performed by the Contractor prior to the date specified in such notice.

#### INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and the Contractor is that of independent contractor, and the City and the Contractor by the execution of this Contract does not change its independent status. No term or provision of this Contract or act of the Contractor in the performance of this Contract shall be construed as making the Contractor the agent, servant, or employee of the City, or making the Contractor or any of its employees eligible for the fringe benefits, such as sick or annual leave benefits, retirement, insurance, worker's compensation and unemployment compensation coverages, which the City provides its employees.

#### VENUE

The obligations of the parties to this Contract are performable in Shreveport, Caddo Parish, Louisiana, and if legal action is necessary to enforce same, exclusive venue shall lie in the First Judicial District Court, Caddo Parish, State of Louisiana.



## EXHIBIT C

### INSTRUCTIONS

This insurance clause should be inserted in any contract, agreement, bid or proposed.

#### Insurance

- A. 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 coverage's and limits of liability.
- (i) Commercial General Liability Insurance in an amount not less than a combined single limit of \$1,000,000 per occurrence. This policy should be endorsed to name the City as an additional insured. It is the intent of the City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than \$2,000,000 otherwise the contractor must provide a \$1,000,000 per project aggregate applicable for the project specified in this contract.
- (ii) 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 \$300,000 per occurrence. This policy should be endorsed to name the City as an additional insured.
- (iii) Workers' Compensation Insurance as required by the laws of the State of Louisiana and Employer's 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 by section C, below, 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.
- (iv) Builders-Risk Insurance, for the mutual benefit of the Contractor and the City, to be provided in a reporting policy form or other form acceptable to the City. This policy shall be written on an "all-risk" basis providing coverage for the building structure and construction machinery and equipment. This policy shall be endorsed to name the City as an additional insured.
- B. All coverage provided for in Subsection A 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.
- C. Proof that such insurance coverage exists shall be furnished to the City by means of a Certificate of Insurance form provided by the City before any part of the service specified by this Agreement are commenced. The said Certificate shall name the City as an additional insured as indicated in subsection A and include a provision that in case of cancellation or any material change in the coverage stated above the City shall be notified thirty (30) days prior to any such change or cancellation. Said provision shall include cancellation for non-payment of premium. The Contractor shall be liable for its subcontractors' insurance coverage of the types and in the amounts stated above, and shall furnish the City with copies of such Certificates of Insurance.
- D. 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.
- E. 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 Contractor's 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.
- F. 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.
- G. If any part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to the City, shall be furnished to the City by the Contractor.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/13/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Whittaker-Warren Insurance P.O. Box 311283 Enterprise, AL 36331 Forrest J. Warren	334-347-2631	CONTACT NAME:	
	334-393-2345	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Continental Insurance Company			35289
INSURER B : American Casualty Company of			20427
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED Carr, Riggs, & Ingram, LLC  
P.O. Box 312044  
Enterprise, AL 36331

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X	X	6045711126	01/07/17	01/07/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6045711112	01/07/17	01/07/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			6045711143	01/07/17	01/07/18	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6045689709	12/31/16	12/31/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is additional insured with regard to general liability where required by written contract. General liability includes a waiver of subrogation in favor of the additional insured.

### CERTIFICATE HOLDER

CITYSHR

City of Shreveport  
PO Box 31109  
Shreveport, LA 71130

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Forrest J. Warren*

