

Attachment A
Required Contract Provisions

Without limitation, and except as otherwise required by law or adopted policy, Public Works specifications will contain the following specified or described provisions:

1. (For construction projects only) the following provision, "**CITY CODE SECTION 70-465:** The Contractor has read and will comply with all rules, regulations and procedures applicable to this contract. The Contractor's failure to comply with Chapter 70, Article IV, Division 1 of the Code of the City of New Orleans and the rules and regulations promulgated pursuant thereto may result in the imposition by the City of the sanctions provided in Section 70-465(b) thereof." (City Code Section 70-465. Concerns City Code provision for Purchases and Contracts, including prevailing wages, licenses, fees, unauthorized sales, emergency purchases, etc.)
2. (For construction projects valued more than \$25,000 only), "**PREVAILING WAGES:**
 - A. The contractor and each of his subcontractors shall pay all mechanics and laborers employed directly upon the site of the work unconditionally and not less often than once a week, without subsequent deduction or rebate on any account except deductions required by law or authorized by the employee, wages at rates of pay not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor and subcontractor or subcontractor and such laborers and mechanics.
 - B. The scale of wages to be paid shall be posted by the contractor and each subcontractor in a prominent and easily accessible place at the site of the work..
 - C. After notification of the award of a contract, the principal contractor shall submit to the director of the department of finance of the city a list of all subcontractors employing mechanics and laborers for the performance of work directly upon the site of the project.
 - D. Each contractor shall submit to the director of the department of finance, simultaneously with each request for payment of contract funds pursuant to the terms of his contract with the city, or at least one time each week, whichever is the shorter period, but not later than seven work days following completion of the work week reported upon in a payroll, a certified copy of each weekly payroll, including the payroll of each subcontractor, on work covered by this section, containing the name, job classification, social security number, number of hours worked each day (regular and overtime), total hours worked each week (regular and overtime), rate of pay including overtime rate, fringe benefit payments, all payroll deductions other than those required by federal, state or local statutes, and the total amount earned during such period by each employee on such covered work.

- E. If the contractor or any of his subcontractors employing mechanics or laborers directly upon the site of the work fails to pay the wages provided for in the specifications, the director of the department of finance may, after 30 days written notice to the prime contractor, cause to be withheld from the contractor so much of the accrued payments as may be considered necessary to pay laborers or mechanics employed by the contractor or any of his subcontractors on the work the difference between the rates of pay required by the contractor to be paid laborers or mechanics on the work, and the rates of pay received by such laborers and mechanics. In addition, the contractor or any of his subcontractors, whichever fails to make the required payments, shall be ineligible to bid on any city construction, alteration or repair work for a period of two years from the date the violation of the contract occurred, provided such failure to make the required payments is a willful and intentional violation of the contract requirements. If the contractor or any of his subcontractors employing mechanics or laborers directly upon the site of the work fails to submit the payrolls provided for in subsection (4) of this section, the director of the department of finance may, after 30 days written notice to the prime contractor, take such action as may be necessary to cause the suspension of any further payments until such payrolls are submitted." (City Code Section 70-417).
3. (For construction projects only), "**EQUAL EMPLOYMENT OPPORTUNITY**: The Contractor agrees that he/she shall not discriminate against any employee in the work or against any applicant for such employment because of race, religion, sex, color or national origin, handicap or age and that such provisions shall include but shall not be limited to the following employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship." (City Code Sect. 70-464)
4. "**AUDIT AND OTHER OVERSIGHT**: The Contractor understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 2-1120 (20), as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations and authority of the City Inspector General), incorporated herein by reference." (City Code Sect. 2-1120)
5. "**ASSIGNABILITY**: The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the City of New Orleans." (Policy Memorandum 113(R)).
6. "**CONFLICT OF INTEREST**: In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final

decision on any disputed offers of other employment for the Contractor shall rest with the City.” (Policy Memorandum 113(R))

7. **“INDEMNIFICATION:** The Contractor shall indemnify and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.”

8. **“ACKNOWLEDGMENT OF EXCLUSION OF WORKER’S COMPENSATION COVERAGE:** Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker’s Compensation coverage.” (Policy Memorandum 113(R))

9. **“ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE:** Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:
 - A. Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and

 - B. Services to be performed by Contractor are outside the normal course and scope of the City’s usual business; and

 - C. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.” (Policy Memorandum 113(R))

10. **“WAIVER OF SICK AND ANNUAL LEAVE BENEFITS:** It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.
11. **“JURISDICTION:** The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor.” (Policy Memorandum 113(R))
12. A requirement that the Contractor will supply and maintain a performance bond for at least 50% of the contract price. Public Works contracts valued more than \$25,000 will require the Contractor to supply and maintain a payment bond for at least 50% of the contract price. (City Charter Sect. 6-308 [6] and Policy Memorandum 113(R))
13. A requirement that the Contractor’s insurance will name the City of New Orleans an additional insured. (Policy Memorandum 113(R))
14. (For projects valued \$15,000 or more) Any contract provision required by City law or regulation concerned with the Disadvantaged Business Enterprise Program (See City Code Section 70-432.1 and CAO Policy Memorandum 46R).