

STANDARD TERMS AND CONDITIONS

TABLE OF CONTENTS

1.	Personnel	1
2.	Subcontracting.....	1
3.	Insurance.....	1
4.	Permits	2
5.	City of Los Angeles Business Tax Registration Certificate (Business License).....	3
6.	Interest of Federal and Local Public Officials and Members of the Agency..	3
7.	Conflict of Interest.....	3
8.	Time of Effectiveness and Amendments to Agreement.....	4
9.	Termination of Agreement for Cause.....	5
10.	Termination for Convenience.....	6
11.	Excusable Delays	6
12.	Correction of Work.....	6
13.	Compliance with Laws	7
14.	Anti-Kickback Rules.....	7
15.	Withholding of Salaries.....	7
16.	Claims and Disputes Pertaining to Salary Rates	7
17.	Indemnification	8
18.	Assignability.....	8
19.	Bankruptcy	8
20.	Ownership of Materials and Documents.....	8
21.	Findings Confidential	9
22.	Access to Books, Documents, Papers and Records	9
23.	No Attorney's Fees	9
24.	Contractor's Status	9
25.	Applicable Law, Interpretation and Enforcement (Choice of Law)	10
26.	Non-Discrimination	10
27.	Utilization of Minorities, Women, Project Area Lower Income Residents and Project Area Businesses	11
28.	Clean Air Provisions	11
29.	Americans With Disabilities Act	12
30.	Contractor Discount.....	12
31.	Child Support Assignment Orders	12
32.	Agency's Living Wage, Contractor Responsibility, Service Contractor Retention, and Equal Benefits Policies.....	12
33.	Construction of Provisions and Titles	15
34.	Number of Originals.....	16

STANDARD TERMS AND CONDITIONS

1. Personnel

- a. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall be independent contractors and shall not be agents or employees of or have any contractual relationship with the Agency.
- b. All the services required hereunder will be performed by the Contractor or personnel under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under Federal, State and local law to perform such services.
- c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement.

2. Subcontracting

None of the services covered by this Agreement shall be subcontracted by the Contractor without the prior written consent of the Agency. Any such subcontracting must be reported to and approved by the Agency in advance. Requests for subcontracting shall be submitted to the Agency in writing, describing the services to be subcontracted and the name(s) of the proposed subcontractor(s). Such request(s) shall state the lump sum price or hourly rates used in preparing an estimated cost for the subcontractor(s) services. Approval of the subcontractor(s) shall be issued in writing by the Agency.

Subcontractor(s) shall be subject to all the terms and conditions of this Agreement and Contractor shall incorporate the applicable terms and conditions of the Agreement into all subcontracts. The Contractor shall monitor and evaluate the performance of all subcontracts let under this Agreement, and shall be responsible for the acts and omissions of said subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

3. Insurance

a. Workers' Compensation

In accordance with State Compensation laws, the Contractor shall carry Workers' Compensation and Employers' Liability Insurance for all persons employed in the performance of services under this Agreement. The

Contractor shall provide the Agency with a certificate verifying such coverage or endorsement acceptable to the Agency before commencing services under this Agreement. Such policy shall require thirty (30) days notice to the Agency in writing prior to cancellation, termination or expiration of any kind or modification of any of the coverage thereunder.

b. Liability (Bodily Injury and Property Damage)

The Contractor shall carry Commercial General Liability Insurance (Bodily Injury and Property Damage) in an amount of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate, combined single limits, unless otherwise specified in the Basic Agreement, and the Contractor shall provide the Agency with certificates verifying such coverage acceptable to the Agency before commencing services under this Agreement. The certificate must be followed within sixty (60) days by an endorsement to the insurance policy. Such policy shall require thirty (30) days notice to the Agency in writing prior to cancellation, termination or expiration of any kind or modification of any of the coverage thereunder. All Commercial General Liability insurance policies shall name the Agency and the City of Los Angeles as additional insureds.

c. Modifications to Insurance Coverages

The Agency reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving the Contractor a minimum thirty (30) days advance written notice of such change. If such change(s) should result in substantial additional cost to the Contractor, the Agency agrees to negotiate additional compensation proportional to the increased benefit to the Agency and City of Los Angeles. Any increase to the compensation to be paid under the Agreement shall be accomplished by amendment to the Agreement which may require approval by the Board of Commissioners.

Note: Receipt of an original certificate of insurance will be accepted by the Agency as compliance with the above requirements. All certificates/endorsements must clearly state the relevant contract number, the description of insured premises, and be sent to the attention of the Agency's Risk Management Unit.

4. Permits

The Contractor and its officers, agents and employees shall obtain and maintain all permits, licenses, inspections, certifications and/or services pursuant to this provision, necessary for the Contractor's performance hereunder. The Contractor shall pay any and all fees required and shall not be entitled to any additional compensation under the Agreement for such fees unless specifically provided for in the Agreement. Contractor shall immediately notify the Agency of any suspension, termination, lapse, non-renewals or restriction of permits,

licenses, certifications or other approval necessary for the performance of services under the Agreement.

5. City of Los Angeles Business Tax Registration Certificate (Business License)

For the term of this Agreement, Contractor shall comply with the business licensing requirements as required by the Los Angeles Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following of the Los Angeles Municipal Code). Unless otherwise exempted, Contractor represents that it has or will obtain as necessary, a Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles and shall not allow any such certificate(s) to expire, be revoked or suspended for the duration of this Agreement. Any such expiration, revocation or suspension of Contractor's BTRC or VRN may be deemed a breach of the Agreement by the Agency.

6. Interest of Federal and Local Public Officials and Members of the Agency

Members of or Delegates of the United States Congress, Resident Commissioners, members of governing bodies of the locality in the project area, and members of the governing body of the Agency and City and their respective officers, employees and/or agents, who exercises any functions or responsibilities in connection with the review or approval in carrying out the purposes to which this Agreement pertains shall not obtain any interest in or share or part of this Agreement or any benefit to arise herefrom. Said Members described in the foregoing shall not have any personal interest, direct or indirect, in this Agreement. The Contractor shall notify the Agency immediately in writing whenever a conflict of interest exists as described in this section.

7. Conflict of Interest

a. The Contractor covenants that it presently has no interest and shall not acquire any possessory or ownership interest, direct or indirect, in the area of the project pertaining to this Agreement, of any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed or contracted with.

b. The Contractor further covenants and agrees that, except as disclosed in writing to the Agency, it is not now employed by, associated with (as a partner, joint venture or otherwise) or under contract to represent any party with respect to any matter in which such party has an interest that is adverse to or conflicting with the interests of the Agency, and that it will not accept such employment or enter into any such association or agreement during the term of this Agreement unless it discloses such

relationship to the Agency in writing and the Agency approves such relationship in writing.

- c. For the duration of this Agreement, the Contractor shall not act as consultant or perform services of any kind for any person or entity in regard to the Agreement without the prior written consent of the Agency. If the Agreement includes the performance of legal services for the Agency, Contractor shall immediately notify the City Attorney's Office in writing of any potential conflict of interest in representing the Agency and the reasons therefor. Any waiver of conflict of interest shall be granted only by the Agency's Board of Commissioners.
- d. The Contractor warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement; including any person on the selection committee, and that there is no financial relationship whatsoever between it and any person on the selection committee or at the Agency who is in a position to influence, direct, or award this Agreement.
- e. The Agency shall have the right to terminate this Agreement if it determines in its sole discretion that Contractor's or any of its subcontractor's interests substantially conflict with those of the Agency, and shall not compensate the Contractor for any services performed hereunder.

8. Time of Effectiveness and Amendments to Agreement

Unless otherwise provided, this Agreement, and any amendments thereto shall take effect when all of the following events have occurred:

- a. The Agreement has been duly sign by the person or persons authorized to bind the Contractor hereto;
- b. The Agreement has been approved by the Agency Board and, to the extent required by policy or law, the City Council; or by an Agency officer or employee, to the extent such individual is authorized to approve the Agreement or amendment to this Agreement. Any unauthorized approval shall be null and void;
- c. The Office of the City Attorney has approved such Agreement as to form;
- d. The Agreement has been duly signed on behalf of the Agency by the person or persons authorized to bind the Agency; and
- e. All conditions precedent in the Agreement have been satisfied

Any amendments or modifications to the Agreement shall be mutually agreed upon between the Agency and the Contractor, and shall be incorporated in written amendments to the Agreement.

9. Termination of Agreement for Cause

- a. If through any cause, the Contractor shall fail to comply with the terms and conditions of this Agreement in a timely and proper manner, the Agency shall have the right to terminate the Agreement.
- b. The Agency shall exercise its right to terminate if the Contractor fails to cure the default(s) within the time specified by the Agency in the written notice specifying the default(s). The Agency shall give written notice to the Contractor at least five (5) days before the effective date of such termination. The Notice will specify the effective termination date.
- c. If, after termination for cause, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without fault or negligence of the Contractor as set forth in the Excusable Delays provision, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Agency.
- d. In such event, all finished or unfinished documents, data, studies, reports and other materials prepared by the Contractor pursuant to this Agreement is Agency property. The Contractor shall be entitled to receive just and equitable compensation for any work completed that has been approved by the Agency Representative(s).
- e. The Contractor shall also transfer title (if not already transferred) and, as directed by the Agency Representative(s), deliver to the Agency completed or partially completed work and other materials produced or acquired for the work terminated, completed or partially completed plans, drawings, information, studies, and reports prepared by the Contractor, and other property that, if the Agreement had been completed, would be required to be furnished to the Agency. Upon direction by the Agency's Chief Operating Officer or designee, the Contractor shall also protect and preserve any other property in its possession in which the Agency has an interest.
- f. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Agreement by the Contractor. The Agency may withhold any payments to the Contractor until such time as the exact amount of damages due the Agency from the Contractor is determined.
- g. The rights and remedies of the Agency in this termination provision are in addition to any other rights and remedies by law or equity or under this Agreement.

10. Termination for Convenience

- a. The Agency may terminate this Agreement, in whole or in part, when it is in the Agency's interest. The Agency shall terminate the Agreement by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date. If this Agreement is terminated under this provision, the Agency shall be liable only for payment under the payment provisions of this Agreement for services rendered and allowable expenses incurred before the effective date of termination, less any previous payments made to the Contractor. These expenses and services must be reviewed and approved by the Agency Representative(s) prior to any payments made to the Contractor.
- b. In the event of termination, the Contractor shall transfer title (if not already transferred) and as directed by the Agency, deliver to the Agency completed or partially completed work and other materials produced or acquired for the work terminated, completed or partially completed plans, drawings, information, studies, and reports prepared by the Contractor, and other property that, if the Agreement had been completed, would be required to be furnished to the Agency. Upon direction by the Chief Operating Officer or designee, the Contractor shall also protect and preserve any other property in its possession in which the Agency has an interest.

11. Excusable Delays

- a. Neither the Agency nor the Contractor shall be in default because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of either party. Examples of these causes are (1) acts of God or public enemy, (2) acts of the Federal Government or any unit of State or Local Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, and (8) freight embargoes or delays in transportation. Notification of an excusable delay impacting the performance of services under the Agreement shall be made in writing to the other party.
- b. If the Agency determines that any failure to perform the Agreement results from one or more of the causes above, the delivery or performance schedule may be revised, subject to the rights of the Agency under the termination provisions of this Agreement.

12. Correction of Work

The performance of services or Agency's acceptance of the work product furnished by the Contractor pursuant to this Agreement, shall not relieve the Contractor from its obligation to correct any incomplete, inaccurate, or defective

work discovered. All such work discovered shall be remedied by the Contractor on demand without cost to the Agency.

13. Compliance with Laws

Each party's performance hereunder shall comply with all applicable laws, ordinances and codes of the United States of America, the State of California, the City of Los Angeles and the Agency. The Contractor shall commit no trespass on any public or private property in performing any of the work under this Agreement.

14. Anti-Kickback Rules

Compensation of Contractor's employees and subcontractors performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback" Act (Title 18 U.S.C., Section 874) (29 CFR, Part 3).

"Kickback," as used in this provision, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any Contractor, Contractor employee, subcontractor, subcontractor employee for the purpose of improperly obtaining or awarding favorable treatment in connection with this Agreement or in connection with a subcontract relating to this Agreement.

The Contractor shall incorporate the substance of this provision in all subcontracts under this Agreement.

15. Withholding of Salaries

If, in the performance of this Agreement, there is any underpayment of salaries and/or compensation by the Contractor or by any subcontractor thereunder, the Agency shall withhold from payments due the Contractor the underpaid amounts which are due the Contractor's or subcontractor's employees. The amount to be withheld shall be computed based on the actual hourly salary rate(s) of the affected employees times the total number of hours each employee worked in relation to this Agreement. The amounts withheld may be disbursed by the Agency on behalf of the Contractor or subcontractor to the respective employees to whom they are due.

16. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of employees performing work under this Agreement shall be promptly reported in writing by the Contractor to the Agency for the latter's decision which shall be final with respect thereto.

17. Indemnification

Except for the gross negligence or willful misconduct of the Agency, the Contractor undertakes and agrees to defend, indemnify and hold harmless the Agency, the City of Los Angeles, and any of their respective boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including the Contractor's and subcontractor's officers, employees and agents, for damage or destruction of any property of either party hereto or of third parties, and/or for any other loss or injury arising in any manner by reason of the negligent acts, errors or omissions, or willful misconduct arising from the performance of this Agreement by the Contractor or its subcontractors of any tier.

18. Assignability

The Contractor shall not assign or transfer any interest in this Agreement, (whether by assignment or novation) without the prior written approval of the Agency's Chief Executive Officer or designee.

19. Bankruptcy

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy filing complete with case number, to the Agency Representatives listed in the Agreement. The Contractor shall furnish this notification within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of other Agency agreement numbers against which final payment has not been made. This obligation remains in effect for the duration of the Agreement and until final payment is made under this Agreement.

20. Ownership of Materials and Documents

Any and all sketches, drawings, tracings, field survey notes, computations, electronic files, details and other materials, documents including computer files and data prepared by the Contractor and/or Contractor's subcontractor(s) pertaining to this Agreement shall be the property of the Agency from the moment of their preparation and the Contractor shall deliver such materials and documents to the Agency whenever requested to do so by the Agency. However, the Contractor and/or the Contractor's subcontractor(s) shall have the right to make duplicate copies of such materials and documents for their own file; or other purposes as may be authorized in writing by the Agency. The Agency shall not, without the Contractor's written consent, associate the Contractor's name with any material not the exclusive product of the Contractor.

Contractor is prohibited from removing any Agency-owned property and any other fixed assets from the Agency's premises. Magnetic media, files, documents and other property belonging to, and/or produced for the Agency pursuant to this Agreement shall not be removed from Agency premises. Removal shall require the prior express written consent of the Chief Operating Officer or designee.

21. Findings Confidential

All of the reports, information, data, and other documents prepared or assembled by the Contractor under this Agreement are confidential. The Contractor agrees that the reports, information, data, and other documents shall not be made available to any individual or organization without the prior express written consent of the Chief Operating Officer or designee. Notwithstanding the foregoing, the Agency may be required to disclose any reports, data, documents or other information prepared by Contractor under the Agreement pursuant to the requirements of the California Public Records Act.

22. Access to Books, Documents, Papers and Records

- a. The Agency, the City of Los Angeles, and where applicable, State and/or Federal Government representatives, or any of its duly authorized representatives shall have access to any books, documents, papers and records including computer files of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- b. The Contractor shall maintain records of all details with respect to all matters covered by this Agreement, for a period of five (5) years after receipt of final payment, unless authorization to remove the records sooner is granted in writing by the Chief Operating Officer or designee.

23. No Attorney's Fees

If either party hereto should retain legal counsel for the purpose of interpreting or enforcing any term or condition of this Agreement, then the prevailing party shall not be entitled to recover any attorney's fees thereby incurred. Each party shall bear its own costs of litigation.

24. Contractor's Status

The Contractor represents that it is an independent contractor for the purposes of this Agreement. In the event of any changes in the Contractor's status, the Contractor shall notify the Agency in writing within five (5) working days. The Contractor shall obtain the required insurance coverages; business licenses; other required licenses; applicable permits; withhold all taxes required by Federal and State statutes; and act as an independent contractor and not as an agent or employee of the Agency. The Contractor shall not represent itself or any of its

directors, officers, partners, employees, or agents to be an agent or employee of the Agency.

25. Applicable Law, Interpretation and Enforcement (Choice of Law)

This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

26. Non-Discrimination

Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, the City of Los Angeles and the Agency, including, but not limited to the following:

- a. During the performance of this Agreement the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, disability (actual or perceived), medical condition, age, source of income, marital status, familial status, domestic partner status, sex, sexual preference/orientation, Acquired Immune Deficiency Syndrome (AIDS) – acquired or perceived, or retaliation for having filed a discrimination complaint (non-discrimination factors). The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to the non-discrimination factors including, and not limited to activities, of: 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 the non-discrimination factors.
- b. The Contractor will ensure that its solicitations or advertisements for employment are in compliance with the aforementioned non-discrimination factors.
- c. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by Contractor and subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

27. Utilization of Minorities, Women, Project Area Lower Income Residents and Project Area Businesses

The Contractor acknowledges and agrees that it is the policy of the Agency to promote and ensure economic advancement of minorities and women as well as other economically disadvantaged persons through employment and in the award of contracts and subcontracts in redevelopment project areas. The Contractor shall use its best efforts to the greatest extent feasible to provide outreach to minorities, women, and other employees, contractors and subcontractors possessing the necessary skill, and expertise, and who can render the services in a cost effective and efficient manner.

1. Utilization of Minority, Women and Other Businesses M/W/OBE

The Contractor shall use its best efforts to the greatest extent feasible to seek out and award and require the award of contracts and subcontracts to contracting firms which are located or owned in substantial part by persons residing in the Project Area, and to provide outreach to minority-owned, women-owned, and other firms. This requirement applies to both the construction and operations phases of the project.

2. Utilization of Project Area Residents

The Contractor shall, to the greatest extent feasible, employ a labor force in all categories that is comprised of residents of the Project Area. The Contractor shall also, to the greatest extent feasible, require that such labor force be proportionately representative of minorities and women residing in the Project Area. This paragraph shall require the reasonable best efforts of the Contractor but shall not require the hiring of any person unless such person has the experience and ability, and, where necessary, the appropriate trade union affiliation to qualify such person for the job. The Contractor, subcontractor or bidder certifies and agrees that it shall make a good faith effort to include within its employ, thirty percent (30%) of aggregate number of new hires from Project Area residents.

28. Clean Air Provisions

The Contractor shall agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations shall be reported to the Department of Housing and Urban Development, the City of Los Angeles and the Regional Office of the Environmental Protection Agency.

29. Americans With Disabilities Act

The Contractor hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

30. Contractor Discount

Contractor agrees to offer the Agency any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discount to payments made under this Agreement which meet the discount terms.

31. Child Support Assignment Orders

Contractor/Consultant shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor/Consultant assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

32. Agency's Living Wage, Contractor Responsibility, Service Contractor Retention, and Equal Benefits Policies

All Contractors and their subcontractors doing business with the Agency shall be required to comply with the Agency's Living Wage, Contractor Responsibility, Service Contractor Retention, and Equal Benefits Policies. The following provides a summary of the foregoing policies which can be viewed and downloaded at www.crala.org.

A. Living Wage and Service Contractor Retention Policies

1. Unless otherwise exempt in accordance with the provisions of these Policies, this Contract is subject to the applicable provisions of the Agency's Living Wage Policy (LWP) and the Agency's Service Contractor Retention Policy (SCRIP), as amended from time to time.

- a. Payment of a minimum initial wage rate to employees as defined in the LWP and as may be adjusted each July 1 and provision of benefits as defined in the LWP.
 - b. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWP. Contractor shall require each of its subcontractors within the meaning of the LWP to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the Agency within ninety (90) days of the execution of the subcontract. Contractor's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWP concerning compliance with such federal law.
 - c. The Contractor, whether an employer, as defined in the LWP, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the Agency with regard to the employer's compliance or anticipated compliance with the LWP, for participating in proceedings related to the LWP, for seeking to enforce his or her rights under the LWP by any lawful means, or otherwise asserting rights under the LWP. Contractor shall post the Notice of Prohibition Against Retaliation.
 - d. Any Subcontract entered into by the Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of LWP and the SCRP, and shall incorporate the "Living Wage Policy and Service Contractor Retention Policy" language.
 - e. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.
2. Under the provisions of the LWP and SCRP the Agency shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the Agency determines that the subject Contractor has violated provisions of the LWP and/or the SCRP.
 3. Where under the LWP the designated administrative agency has determined (a) that the Contractor is in violation of the LWP in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the Agency in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor, the Agency may deduct the amount determined to be due and owing by the Contractor to its employees. Such monies shall be placed in the holding

account referred to in LWP and disposed of under procedures there described through final and binding arbitration. Whether the Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the Agency. The Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

4. Earned Income Tax Credit

This Contract is subject to the provision of the LWP requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

B. Equal Benefits Policy

Unless otherwise exempted in accordance with the provisions of the Agency's Equal Benefits Policy (EBP) this Agreement is subject to the provisions of the EBP as amended from time to time.

1. During the performance of this Agreement, the Contractor certifies and represents that it will comply with the EBP. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the Agency, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the EBP may be obtained from the Office of Contract Compliance at (213) 847-6480.

2. The failure of the Contractor to comply with the EBP will be deemed to be a material breach of the Agreement by the Agency.
3. If the Contractor fails to comply with the EBP the Agency may cancel, terminate or suspend the Agreement, in whole or in part, and all monies due or to become due under the Agreement may be retained by the Agency. The Agency may also pursue any and all other remedies at law or in equity for any breach.
4. Failure to comply with the EBP may be used as evidence against the Contractor in actions taken pursuant to the provisions of the Agency's Contractor Responsibility Policy.
5. If the Designated Administrative Agency (DAA) determines that the Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBP, the Agency may terminate the

Agreement on behalf of the Agency. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Agency's Contractor Responsibility Policy.

C. Contractor Responsibility Policy

Unless otherwise exempt in accordance with the provisions of the Agency's Policy, this Agreement is subject to the provisions of the Contractor Responsibility Policy (CRP), which requires the Contractor to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the Agreement. In accordance with the provisions of this Policy, by signing this Agreement, the Contractor pledges, under penalty of perjury, to comply with all applicable Federal, state and local laws in the performance of this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor further agrees to:

1. Notify the Agency within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor is not in compliance with all applicable Federal, state and local laws in performance of this Agreement;
2. Notify the Agency within thirty (30) calendar days of all findings made by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of the CRP;
3. Ensure that its subcontractor(s), as defined in the CRP, submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the CRP, comply with the requirements of the Pledge of Compliance and the requirement to notify the Agency within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated the CRP in performance of the subcontract.

33. Construction of Provisions and Titles

All titles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the Agency or the Contractor.

34. Number of Originals

The number of original texts of this Agreement shall be at least equal to the number of the parties hereto, one text being retained by each party.

Note: The word Contractor refers to any person, firm, organization, etc. awarded an Agreement by the Agency.

Standard Terms and Conditions (for all Agreements excluding Grants)
Revised January 2008