

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

Insert Contractor's Name

2. The term of this Agreement is:

START DATE

(Insert Start Date) or upon DGS/Caltrans approval, whichever is later

THROUGH END DATE

Insert End Date

3. The maximum amount of this Agreement is:

\$Contract Amount

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 04/2017)	Online
+ - Exhibit D	Special Terms and Conditions	3
+ - Exhibit E	Additional Provisions	1
+ - Attachment 1	Insert Permit Name and Number	
+ - Attachment 2	Insert Title of Contractor's BEI Template Agreement for Sale of Mitigation Credits	
+ - Attachment 3	Project Location Map	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation

CONTRACTING AGENCY ADDRESS

1727 30th Street

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

EXHIBIT A
Commercial Services - State

Scope of Work

1. The services to be performed by the Contractor under this Agreement shall be in accordance with **Attachment 2, (Insert Title of Contractor's BEI Template Agreement for Sale of Mitigation Credits)**. If there is any conflict between **Attachment 2**, on the one hand, and any other provisions of this Agreement, including Exhibits A, B, C, D, and E, on the other hand, **Attachment 2** shall control.

EXHIBIT B
Commercial Services - State

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. After execution of the contract, Caltrans shall exercise its right to purchase the Resource Credits and will request the Contractor to submit an invoice to Caltrans. Said invoice shall be submitted within two (2) business days from the date of request. Upon receipt and approval of the invoice, Caltrans agrees to compensate the Contractor in accordance with this **Exhibit B**. An incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. The invoice shall include:
- 1) Agreement Number
 - 2) Permit Number
 - 3) Service Area
 - 4) Type of Credits
 - 5) Number of Credits
 - 6) Payment Amount
- C. The invoice shall be submitted in triplicate to:
- Department of Transportation
Office Name Here
Attention: **CONTRACT MANAGER**
Street Name, MS Number
City, State Zip Code
- D. Upon receipt of payment, the Contractor shall provide Caltrans with an executed Bill of Sale (**Exhibit B of Attachment 2**) and Payment Receipt (**Exhibit C of Attachment 2**) within two (2) business days after payment is received.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

EXHIBIT B
Commercial Services - State

- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code (GC), Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. Caltrans has the option to terminate the Agreement under the thirty (30) day termination clause or to amend the Agreement to reflect any reduction of funds. Refer to **Exhibit D, 2. B. Termination.**

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, GC, Chapter 4.5, commencing with Section 927.

4. Cost Limitation

Total amount of this Agreement shall not exceed **\$CONTRACT AMOUNT.**

5. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. Caltrans will pay for any applicable State or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. Caltrans may pay any applicable sales and use tax imposed by another state.

6. Cost Principles

- A. The Contractor agrees that the Cost Principles and Procedures in 48 CFR, Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR, Part 200 are subject to repayment by Contractor to Caltrans.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

7. Costs Included in Bid Rates

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no

EXHIBIT B
Commercial Services - State

additional allowance will be made thereof, unless separate payment provision should specifically so provide.

EXHIBIT D
Commercial Services - State

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by Agreement shall be decided by the Caltrans Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Caltrans Contract Officer, issued in writing, shall be Caltrans' final decision on the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Caltrans Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, the Contractor may be liable to Caltrans for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of default or material breach by the Contractor.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose," but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with thirty (30) days notice to Contractor.

3. Subcontractors

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

4. Retention of Records/Audits

For the purpose of determining compliance with GC, Section 8546.7, the Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction

EXHIBIT D
Commercial Services - State

under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

5. Non-Solicitation

The contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

6. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)

Caltrans has established no goals for DVBE participation for this Agreement. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 *et seq.*, which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

7. Laws to be Observed

The Contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Caltrans Contract Manager in writing.

8. Specific Legal References

Any reference to specific statutes, regulations or other legal authority in this Agreement shall not relieve the Contractor from the responsibility of complying with all existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement.

9. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by

EXHIBIT D
Commercial Services - State

“Force Majeure.” As used in this section, “Force Majeure” is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

10. Employment of Undocumented Workers

By signing this Agreement, the Contractor swears or affirms that it has not, in the preceding five years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

EXHIBIT E
Commercial Services - State

ADDITIONAL PROVISIONS

1. Prohibition of Delinquent Taxpayers

Public Contract Code (PCC) Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the State Board of Equalization or the Franchise Tax Board pursuant to Revenue and Taxation Code sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. PCC Section 10295.4 provides no exceptions to these prohibitions.

2. Contact Information

All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Caltrans	Contractor:
Section/Unit:	Section/Unit:
Contract Manager:	Project Manager:
Address:	Address:
Bus. Phone:	Bus. Phone:
Fax:	Fax:
Email:	Email: