

**HEBER PUBLIC UTILITY DISTRICT- TREE PLANTING AT HPUD FACILITIES AND PARKS
2-- AGREEMENT**

THIS AGREEMENT, made this ____ day of _____, 2022 by and between the Heber Public Utility District hereinafter called the Owner, and _____, doing business as a corporation, hereinafter called CONTRACTOR.

Witnesseth: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of the **HEBER PUBLIC UTILITY DISTRICT - 2022 TREE PLANTING PROJECT.**
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Award and will complete the same within seventy-five (75) calendar days unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$ _____.
5. The term "Contract Documents" means and includes the following:
 - a. Request for Proposals
 - b. Submittal Requirements
 - c. Attachment 1-Heber Public Utility District Parks and Facilities
 - d. Attachment 2- Tree Planting Model Agreement
 - e. Attachment 3- Water Treatment Plant Tree Planting Map
 - f. Attachment 4- Wastewater Treatment Plant Tree Planting Map
 - g. Attachment 5- Margarito Huerta Park Tree Planting Map
 - h. Attachment 6- Estancia Park Tree Planting Map
 - i. Attachment 7- Children's Park Tree Planting Map
 - j. Attachment 8- Nursery Tree Quality
 - k. Attachment 9- Tree Planting Specifications
 - l. Attachment 10- Worker's Compensation Insurance
 - m. Attachment 11- Non-Collusion Affidavit
 - n. Attachment 12- Non-Segregated Facilities
 - o. Attachment 13- Bid Tabulation
 - p. Attachment 14- Insurance Requirements
 - q. Attachment 15- Owner's Attorney

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- 6. The Owner will pay to the Contractor such amounts as required by the Contract Documents.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

Owner: [SEAL]

Heber Public Utility District
1078 Dogwood Road, Ste 103
Heber, CA 92249

By: _____
Laura Fischer

Title: General Manager
Heber Public Utility District

ATTEST:

Title: _____
Moises Cardenas, Clerk of the Board

CONTRACTOR:

By: _____

Name:

Address:

Employer Identification Number:

Telephone Number: _____

License Number: _____

WAGE REQUIREMENTS

Notice is hereby given that, pursuant to 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the Contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site. Project specific wage rates follow this specification section.

This Public Works project is a multi-agency funded project and requires compliance with both California's Department of Industrial Relations requirements and the California Labor Codes for a Public Works project. This includes the current wage decisions. The California lock in date for the wage decisions is the date of the bid advertising thus requiring compliance with California, Imperial County 2021-02 and various pre-determined increases.

Statutory Penalty for Failure to Pay Minimum Wage

- A. In accordance with 1775 of the California Labor Code, the Contractor shall as a penalty to the State of political subdivision on whose behalf a Contract is made or awarded, forfeit **fifty dollars (\$50.00)** for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rate for any public work done under the Contract by the Contractor or by any Subcontractor under the Contractor.

Statutory Penalty for Unauthorized Overtime Work

- A. In accordance with 1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit **twenty-five dollars (\$25.00)** for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of 1810-1815 of the California Labor Code.

Apprenticeship Requirements

- A. CONTRACTOR agrees to comply with 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeship occupations. Under these sections of the law, Contractors and Subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1) apprentice hour for each five (5) journeymen hours (unless an exemption is granted in accordance with 1777.5) and Contractors and Subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least sixteen (16) years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.

Payroll Records

- A. Contractor shall keep accurate payroll records on forms provided by the Division of Labor Standards Enforcement, or alternatively, the Contractor shall keep accurate payroll records containing the same information. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and

actual per diem wages paid to each journeyman, apprentice, or worker employed by the Contractor. Such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Upon written notice from the OWNER or the Division of Labor Standards Enforcement, the Contractor shall, within **ten (10) days**, file with the Owner a certified copy of the payroll records. The Contractor shall cause an identical clause to be included in every subcontract for the Work.