

## AGREEMENT

This is an AGREEMENT made and entered into this 30<sup>th</sup> day  
 of September, 2024, by and between the County of Humboldt, a  
 political subdivision of the State of California (hereinafter referred to as COUNTY)  
 and Van Meter Logging, Inc.,  
 a corporation organized and existing under the laws of the State of California,  
 hereinafter referred to as "CONTRACTOR".

### Section 1 - SCOPE OF WORK

Contractor shall furnish all Labor, Tools and Materials and perform all the work for the:

**STORM DAMAGE REPAIR ON NANCY COURT (3J428) AT POST MILE 0.08**  
**PROJECT NO.: Cal OES CDAA 2024-03**  
**CONTRACT NO.: 224113**

in accordance with the contract documents referred to in Section 3 of this Agreement.

### Section 2 - CONTRACT PRICE

County shall pay, and Contractor shall accept Contractor's Bid Prices, as shown on EXHIBIT "A" attached hereto and made a part hereof, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage, arising out of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by County, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and the requirements of the Engineer.

### **Section 3 - CONTRACT DOCUMENTS**

The complete contract between the parties hereto shall consist of the following, hereinafter referred to as the CONTRACT DOCUMENTS:

- Notice to Bidders
- Plans and Drawings
- Bid Form
- Bidder's Bond
- Supplemental Project Information
- Performance Bond
- Payment Bond
- This Agreement
- Special Provisions
- Supplemental Project Information

And, as published by the Department of Transportation, State of California, except as modified by the Special Provisions:

- Standard Plans - dated 2023
- Standard Specifications - dated 2023
- Equipment Rental Rates in effect at the time the work is performed

And, as published by the California Department of Industrial Relations, and the California Business, Transportation and Housing Agency:

- General Prevailing Wage Rates
- Labor and Surcharge Rates

And any addenda to any of the above documents, all of which are on file in the office of the Director of Public Works of the County of Humboldt. Each of said CONTRACT DOCUMENTS is incorporated and made a part of this Agreement by the reference contained in this Section.

All rights and obligations of the County and the Contractor are fully set forth and described in the Contract Documents. All of the above named documents are intended to be complimentary, so that any work called for in one, and mentioned in the other is to be performed and executed the same as if mentioned in all said documents.

### **Section 4 - BEGINNING OF WORK**

Following receipt and full execution and approval of the Contract Documents, and posting of the requisite Bonds as called for therein, the COUNTY will issue a "Notice to Proceed". Under no circumstances shall the CONTRACTOR enter upon the site of work until receipt of the "Notice to Proceed", or unless so authorized in writing by the COUNTY.

**Section 5 - TIME OF COMPLETION**

The work called for in this Agreement shall be commenced within fifteen (15) days of receipt of Notice to Proceed by COUNTY and shall be fully completed within a period of 30 working days beginning on the fifteenth calendar day after the date of said approval of contract.

**Section 6 - PREVAILING WAGE**

Copies of the prevailing wage rates of per diem wages are on file in the Humboldt County Public Works office at 1106 Second Street, Eureka, California and are available to any interested person on request.

**Section 7 - WORKERS' COMPENSATION**

By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**Section 8 - COMPLIANCE WITH LAWS**

The Contractor agrees to comply with all local, state, and federal laws and regulations, including but not limited to the Americans With Disabilities Act. The Contractor further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

This agreement shall be governed by and construed in accordance with the laws of the State of California.

**Section 9 - NOTICES**

All notices shall be in writing and delivered in person or transmitted by mail. Notices required to be given to the COUNTY shall be addressed as follows:

Humboldt County Department of Public Works  
1106 Second Street, Eureka, California, 95501

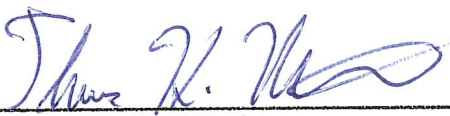
✓ Notices required to be given to CONTRACTOR shall be addressed as follows:

P.O. BOX 573

GARBERVILLE, CA 95542

IN WITNESS WHEREOF, The parties hereto have entered into this Agreement as of the date first above set forth.

COUNTY OF HUMBOLDT

BY   
Director of Public Works

INSURANCE CERTIFICATES REVIEWED AND APPROVED

BY Oakley, Jennifer Digitally signed by Oakley, Jennifer  
Date: 2024.09.27 16:02:32 -07'00'  
Risk Manager

✓ VAN METER LOGGING, INC.

BY Brett van meter

TITLE PRESIDENT

BY \_\_\_\_\_

TITLE \_\_\_\_\_  
(Two Signatures Required For Corporation)

**BID FORM (EXHIBIT A)**  
**STORM DAMAGE REPAIR ON NANCY COURT (3J428) AT POST MILE 0.08**  
**PROJECT NO.: Cal OES CDAA 2024-03**  
**CONTRACT NO.: 224113**

Base Bid

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	120100	Traffic Control System	LS	1	3,000	3,000.00
2	130100	Job Site Management	LS	1	1,000	1,000.00
3	132000	Prepare Water Pollution Control Program	LS	1	1,000	1,000.00
4	160102	Clearing and Grubbing (LS)	LS	1	1,500	1,500.00
5	192032	Structure Excavation (Rock Slope Protection)	CY	20	100	2,000.00
6	210212	Dry Seed & Straw	SF	1,000	1.00	1,000.00
7	665010	12" Corrugated Steel Pipe	LF	10	100	1,000.00
8	720114	Rock Slope Protection (1/4 Ton, Method B)	CY	15	200	3,000.00
9	723035	Rock Slope Protection (1/2 Ton, Method B)	CY	72	200	14,400.00
10	999990	Mobilization	LS	1	6,900	6,900.00
<b>Base Bid Total</b>						<b>34,800.00</b>

Additive Option A

A1	260203	Class 2 Aggregate Base	CY	10	150	1,500.00
A2	390132	Hot Mix Asphalt	TON	10	650	6,500.00
A3	641107	18" Plastic Pipe	LF	140	180	25,200.00
A4	710100	Abandon Culvert	EA	1	2,000	2,000.00
<b>Additive Option A Total</b>						<b>35,200.00</b>

Additive Option B

B1	665018	18" Corrugated Steel Pipe (.109" Thick)	LF	30	150	4,500.00
B2	710298	18" Alternate Pipeliner	LF	140	500	70,000.00
B3	710360	Cleaning, Inspecting and Preparing Culvert	LF	140	150	21,000.00
<b>Additive Option B Total</b>						<b>95,500.00</b>

Base Bid + Additive Option A Total **\$ 70,000.00** ✓Base Bid + Additive Option B Total **\$ 130,300.00** ✓

## ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO. INITIAL

_____	_____
_____	_____

Chkd *ME**Brett van der*

(Bidder's Signature)

*PRESIDENT / owner*

(Title)



CONTRACT CHANGE ORDER

CONTRACT CHANGE ORDER NUMBER	1	SUPPL. NO.	
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DATE PREPARED BY RESIDENT ENGINEER: October 31, 2024

PROJECT NAME: STORM DAMAGE REPAIR ON NANCY COURT (3J428) AT P.M. 0.08

PROJECT NO. 224113 CONTRACT NO. Cal OES CDAA 2024-03

TO: VAN METER LOGGING, INC., P.O. BOX 573, GARBERVILLE, CA 95542

YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR TO DO THE FOLLOWING DESCRIBED WORK NOT INCLUDED IN THE PLANS AND SPECIFICATIONS FOR THIS CONTRACT. NOTE THIS CHANGE ORDER IS NOT EFFECTIVE UNTIL APPROVED BY THE DIRECTOR OF PUBLIC WORKS

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES PAID. (SEGREGATE BETWEEN ADDITIONAL WORK AT CONTRACT PRICE, AGREED PRICE AND FORCE ACCOUNT.) UNLESS OTHERWISE STATED, RATES FOR RENTAL OF EQUIPMENT COVER ONLY SUCH TIME AS EQUIPMENT IS ACTUALLY USED AND NO ALLOWANCE WILL BE MADE FOR IDLE TIME. THE LAST PERCENTAGE SHOWN IS THE NET ACCUMULATED INCREASE OR DECREASE FROM THE ORIGINAL QUANTITY IN THE ENGINEER'S ESTIMATE.

**INCREASE IN CONTRACT ITEMS AT CONTRACT PRICES**


ITEM NO. 6	DRY SEED AND STRAW						
	380 SF	38.00%	@	\$	1.00 / SF	\$	380.00
ITEM NO. 8	ROCK SLOPE PROTECTION (1/4 TON, METHOD B)						
	3 CY	20.00%	@	\$	200.00 / CY	\$	600.00
ITEM NO. 9	ROCK SLOPE PROTECTION (1/2 TON, METHOD B)						
	12 CY	16.67%	@	\$	200.00 / CY	\$	2,400.00
ITEM NO. A1	CLASS 2 AGGREGATE BASE						
	5 CY	50.00%	@	\$	150.00 / CY	\$	750.00
ITEM NO. A2	HOT MIX ASPHALT, TYPE A						
	11 TN	110.00%	@	\$	650.00 / TN	\$	7,150.00
ITEM NO. A3	18" PLASTIC PIPE						
	6 LF	4.29%	@	\$	180.00 / LF	\$	1,080.00
						<b>TOTAL INCREASE = \$</b>	<b>12,360.00</b>

No time adjustment is granted because these changes did not delay controlling operations.


**ESTIMATED TOTAL INCREASE = \$ 12,360.00**

BY REASON OF THIS CHANGE, THE CONTRACT TIME WILL BE INCREASED BY 0 WORKING DAYS

**SUBMITTED BY:**

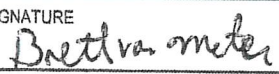
SIGNATURE 	PRINT NAME AND TITLE ANGI SORENSEN, CONSTRUCTION ENGINEER	DATE 11/5/24
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**DIRECTOR APPROVAL BY:**

SIGNATURE 	PRINT NAME AND TITLE TOM MATTSO, DIRECTOR OF PUBLIC WORKS	DATE 11/5/24
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WE, THE UNDERSIGNED CONTRACTOR, HAVE GIVEN CAREFUL CONSIDERATION TO THIS CHANGE PROPOSED AND AGREE, IF THIS PROPOSAL IS APPROVED, THAT WE WILL PROVIDE ALL EQUIPMENT, FURNISH ALL MATERIALS, EXCEPT AS MAY OTHERWISE BE NOTED ABOVE, AND PERFORM ALL SERVICES NECESSARY FOR THE WORK ABOVE SPECIFIED, AND WILL ACCEPT AS FULL PAYMENT, THEREFORE, THE PRICES SHOWN ABOVE. NOTE: IF YOU, THE CONTRACTOR, DO NOT SIGN ACCEPTANCE OF THIS ORDER, YOUR ATTENTION IS DIRECTED TO THE REQUIREMENTS OF THE SPECIFICATION AS TO PROCEEDING WITH THE ORDERED WORK AND FILING A WRITTEN PROTEST WITHIN THE TIME THEREIN SPECIFIED.

**CONTRACTOR ACCEPTANCE BY:**

SIGNATURE 	PRINT NAME AND TITLE BRETT VAN METER / PRESIDENT	DATE 11-4-24
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