

AGREEMENT

This is an AGREEMENT made and entered into this _____ day
of _____, 20_____, by and between the County of Humboldt, a
political subdivision of the State of California (hereinafter referred to as COUNTY)
and _____ Kernen Construction _____,
a partnership consisting of _____ Kurt Kernen and Scott Farley _____ ,
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:

**MEASURE O - 2025 ROAD MAINTENANCE PROJECT JACOBY CREEK ROAD,
SOUTH QUARRY ROAD.
PROJECT NO.: MEASURE O
CONTRACT NO.: 342005**

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 2024
- Standard Specifications - dated 202
- 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 45 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:

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

COUNTY OF HUMBOLDT

(SEAL) BY _____
Chair, Board of Supervisors
of the County of Humboldt,
State of California

ATTEST:

KATHY HAYES
Clerk of the Board of Supervisors
of the County of Humboldt,
State of California

BY _____
Clerk of the Board

KERNEN CONSTRUCTION
BY _____
TITLE _____
BY _____
TITLE _____

(Two Signatures Required For Corporation)

APPROVED AS TO FORM:

BY N / A
Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED
AND APPROVED:

BY _____
Risk Manager

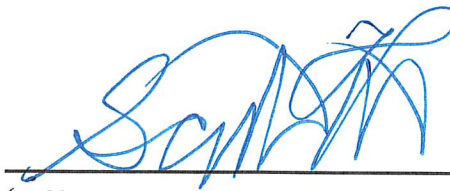
BID FORM (EXHIBIT A)
MEASURE O - 2025 ROAD MAINTENANCE PROJECT
JACOBY CREEK ROAD, SOUTH QUARRY ROAD.
PROJECT NO.: MEASURE O
CONTRACT NO.: 342005

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	38,000.00	38,000.00
2	190185	SHOULDER BACKING	TON	50	238.00	11,900.00
3	390132	HOT MIX ASPHALT (TYPE A) 2.5" Overlay	TON	3,070	153.00	469,710.00
4	390135	HOT MIX ASPHALT (LEVELING)	TON	1,841	150.00	287,196.00
5	397005	TACK COAT	TON	9.10	1,625.00	14,787.50
6	397005	TACK COAT (LEVELING)	TON	9.10	1,625.00	14,787.50
7	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT (CONFORMS)	SQYD	125	110.00	13,750.00
8	999990	MOBILIZATION	LS	1	15,000.00	15,000.00

NOTE: ITEM CODE LETTER DESIGNATION; P=PARTIAL PAY, F=FINAL PAY QUANTITY

BID TOTAL \$ 865,131.00

CLK 8/3

(Bidder's Signature)

General Partner

(Title)