

**AGREEMENT**

This is an AGREEMENT made and entered into this 24th day of May, 2022, 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 \_\_\_\_\_, 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:

**CENTRAL AVENUE (4L800) PM 0.00-0.30 SHOULDER WIDENING  
RPL-5904(177)  
CONTRACT NO.: 321617**

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
- Performance Bond
- Payment Bond
- This Agreement
- Special Provisions

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

- Standard Plans - dated 2018
- Revised Standard Plans – dated 04-17-2020
- Standard Specifications - dated 2018
- Revised Standard Specifications Dated 04-17-2020
- 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:

KERNEN CONSTRUCTION  
P.O. BOX 1340  
BLUE LAKE, CA 95525

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

COUNTY OF HUMBOLDT

BY Virginia Bass

(SEAL)

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 [Signature]  
Clerk of the Board

✓ CONTRACTOR  
BY [Signature]  
TITLE GENERAL PARTNER

BY \_\_\_\_\_

TITLE \_\_\_\_\_

(Two Signatures Required For Corporation)

APPROVED AS TO FORM:

BY N / A  
Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED  
AND APPROVED:

BY Phillips, Amanda  
Risk Manager

Digitally signed by Phillips, Amanda  
Date: 2022.06.03 13:59:29 -0700

**BID FORM (EXHIBIT A)**  
**CENTRAL AVENUE (4L800) PM 0.00-0.30 SHOULDER**  
**WIDENING**  
**RPL-5904(177)**  
**CONTRACT NO.: 321617**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	120090	Construction Area Signs	EA	12	850 <sup>00</sup>	10,200 <sup>00</sup>
2	120100	Traffic Control System	LS	1	47,000 <sup>00</sup>	47,000 <sup>00</sup>
3	130100	Job Site Management	LS	1	350 <sup>00</sup>	350 <sup>00</sup>
4	130200	Prepare Water Pollution Control Program	LS	1	975 <sup>00</sup>	975 <sup>00</sup>
5	170103	Clearing and Grubbing (LS)	LS	1	12,000 <sup>00</sup>	12,000 <sup>00</sup>
6	190101	F Roadway Excavation	CY	550	70.24	38,632 <sup>00</sup>
7	198050	Embankment	CY	61	117 <sup>00</sup>	7,137 <sup>00</sup>
8	210212	Dry Seed (SQFT)	SQFT	2,400	0.36	864 <sup>00</sup>
9	210280	Rolled Erosion Control Product (Blanket)	SQFT	1,870	3.32	6,208.40
10	210350	Fiber Rolls	LF	375	7.50	2,812.50
11	210420	Straw	SQFT	530	1.01	535.30
12	260203	F Class 2 Aggregate Base (CY)	CY	210	132.75	27,877.50
13	390132	Hot Mix Asphalt (Type A)	TON	179	178.77	31,999.83
14	394073	Place Hot Mix Asphalt Dike (Type A)	LF	1,174	8.46	9,932.04
15	398100	Remove Asphalt Concrete Dike	LF	94	12.79	1,202.26
16	510094A	F Minor Concrete, Drainage Inlet (Type G0)	EA	1	6,205 <sup>00</sup>	6,205 <sup>00</sup>
17	641107	18" Plastic Pipe	LF	115	85 <sup>00</sup>	9,775 <sup>00</sup>
18	722020	F Gabion (3'x3'x6')	CY	100	330 <sup>00</sup>	33,000 <sup>00</sup>
19	750500A	F Miscellaneous Metal (24-12X Bike-Safe Inlet Grate) (Galv)	LB	239	4.39	1,049.21
20	820610	Relocate Roadside Sign	EA	4	460 <sup>00</sup>	1,840 <sup>00</sup>
21	840501	Thermoplastic Traffic Stripe	LF	1,208	2.60	3,140 <sup>80</sup>
22	999990	Mobilization	LS	1	7,264 <sup>00</sup>	7,264 <sup>00</sup>

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

BID TOTAL

259,999.84

## ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.

INITIAL

1SF

  
 (Bidder's Signature)

GENERAL PARTNER

(Title)



**County of Humboldt  
Department of Public Works  
1106 Second Street  
Eureka, CA 95501  
TEL (707) 445-7377**

**ADDENDUM NO. 1**  
(Issued April 21, 2022)

**CENTRAL AVENUE PM 0.00-0.30 SHOULDER WIDENING  
PROJECT NO.: RPF-5904(177)  
CONTRACT NO.: 321617**

The Special Provisions and Plans are hereby modified in accordance with the following:

- 1. On Sheet 6 of 12 of the plans, the "TURNER ROAD" label near station 8+00 should be revised to "DRIVEWAY". Turner Road is located near station 2+00 and exists outside of the Central Avenue PM 0.00-0.30 project footprint.

Approved:

Jeffrey A. Ball  
RCE 70631, Expire 06/30/2023

4-21-2022

Date

**I M P O R T A N T**

This Addendum is being sent EMAIL/FAX. To indicate receipt of this Addendum please sign and send back to the Department of Public Works.

EMAIL: [PWEngineering@co.humboldt.ca.us](mailto:PWEngineering@co.humboldt.ca.us)  
or FAX: (707) 445-7409

Received by:

Zach Shelton

Date

4/26/22

Company:

Kernan Construction

# Pages

Received

1

Total Pages Sent 1

CONTRACT CHANGE ORDER NUMBER	1	SUPL. NO.	
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DATE PREPARED BY RESIDENT ENGINEER: October 6, 2022

PROJECT NAME: CENTRAL AVENUE (4L800) SHOULDER WIDENING

PROJECT NO. RPL-5904(177) CONTRACT NO. 321617

TO: KERNEN CONSTRUCTION, P.O. BOX 1340, BLUE LAKE, CA 95525

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. 8	DRY SEED					
	3,331 SF	138.79%	@	\$ 0.36 / SF		\$ 1,199.16
ITEM NO. 9	ROLLED EROSION CONTROL PRODUCT (BLANKET)					
	2,901 SF	155.13%	@	\$ 3.32 / SF		\$ 9,631.32
ITEM NO. 11	STRAW					
	1,148 SF	216.60%	@	\$ 1.01 / SF		\$ 1,159.48
ITEM NO. 18	GABION (3'X3'X6')					
	18 CY	18.00%	@	\$ 330.00 / CY		\$ 5,940.00
ITEM NO. 21	THERMOPLASTIC TRAFFIC STRIPE					
	869 LF	71.94%	@	\$ 2.60 / LF		\$ 2,259.40
<b>TOTAL INCREASE = \$</b>						<b>20,189.36</b>

No adjustment to contract unit price for Item 9, Rolled Erosion Control Product (Blanket), will be made in accordance with Section 9-1.06B, "Increases of More Than 25 Percent," of the *Standard Specifications* by reason of this change order.

**DECREASE IN CONTRACT ITEMS AT CONTRACT PRICES**

ITEM NO. 10	FIBER ROLLS					
	-280 LF	-74.67%	@	\$ 7.50 / LF		\$ (2,100.00)
ITEM NO. 12	CLASS 2 AGGREGATE BASE (CY)					
	-29 CY	-13.81%	@	\$ 132.75 / CY		\$ (3,849.75)
ITEM NO. 13	HOT MIX ASPHALT (TYPE A)					
	-6.00 TN	-3.35%	@	\$ 178.77 / TN		\$ (1,072.62)
ITEM NO. 14	PLACE HOT MIX ASPHALT DIKE (TYPE A)					
	-240 LF	-20.44%	@	\$ 8.46 / LF		\$ (2,030.40)
<b>TOTAL DECREASE = \$</b>						<b>(9,052.77)</b>


The quantity increases shown for Item No. 12, Class 2 Aggregate Base and Item No. 18, Gabion (3'x3'x6'), when combined with the quantities shown in the bid item list, and as modified by any previous change orders or revisions to dimensions made by the engineer, shall be the final quantities for which payment will be made.

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

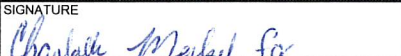
**ESTIMATED TOTAL INCREASE = \$ 11,136.59**

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 10/11/22
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DIRECTOR APPROVAL BY:

SIGNATURE 	PRINT NAME AND TITLE TOM MATTSON, DIRECTOR OF PUBLIC WORKS	DATE 10/11/22
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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 Zach Shelton	DATE 10/11/22
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CONTRACT CHANGE ORDER NUMBER	2	SUPPL. NO.	
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DATE PREPARED BY RESIDENT ENGINEER: October 6, 2022

PROJECT NAME: CENTRAL AVENUE (4L800) SHOULDER WIDENING

PROJECT NO. RPL-5904(177) CONTRACT NO. 321617

TO: KERNEN CONSTRUCTION, P.O. BOX 1340, BLUE LAKE, CA 95525

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**EXTRA WORK AT AGREED LUMP SUM PRICE**

Install perforated pipe to convey subsurface drainage to roadside ditch. \$ 1,600.00


For this work, the contractor shall receive and accept the agreed lump sum of **\$1,600.00** for installing perforated pipe for subsurface drainage. This sum constitutes full and complete compensation for furnishing all labor, material, equipment, tools, and incidentals including all markups by reason of this change.

A determination of the delay in completion of the project due to the work specified in this change order has been made in accordance with Section 8-1.02, Schedule, and Section 8-1.07, Delay, of the *Standard Specifications*. No time adjustment is granted because this change did not delay controlling operations.


**ESTIMATED TOTAL INCREASE = \$ 1,600.00**

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

**SUBMITTED BY:**

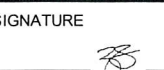
SIGNATURE 	PRINT NAME AND TITLE ANGI SORENSEN, CONSTRUCTION ENGINEER	DATE 10/11/22
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**DIRECTOR APPROVAL BY:**

SIGNATURE 	PRINT NAME AND TITLE TOM MATTSO, DIRECTOR OF PUBLIC WORKS	DATE 10/11/22
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**CONTRACTOR ACCEPTANCE BY:**

SIGNATURE 	PRINT NAME AND TITLE Zach Shelton	DATE 10/11/22
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Digitally signed by Zach Shelton  
 DN: c=US, E=zshelton@kernconconstruction.com,  
 OU=Kerncon Construction, CN=Zach Shelton  
 Date: 2022.10.11 11:26:56-0700