

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 _____ Mercer-Fraser Company _____,
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:

**REHABILITATION, OVERLAY AND BIKE
IMPROVEMENTS ON MYRTLE AVENUE (F3K300) PM
1.55-3.77
PROJECT NO.: RPL-5904(188)
CONTRACT NO.: 221060 & 342001**

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 2025
- Standard Specifications - dated 2025
- 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:

TRACY DAMICO
Clerk of the Board of Supervisors
of the County of Humboldt,
State of California

BY _____
Clerk of the Board

MERCER-FRASER COMPANY

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 Management

BID FORM (EXHIBIT A) PAGE 1 OF 2
REHABILITATION, OVERLAY AND BIKE
IMPROVEMENTS ON MYRTLE AVENUE (F3K300) PM 1.55-
3.77
PROJECT NO.: RPL-5904(188)
CONTRACT NO.: 221060 & 342001

BASE BID

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	
1	120090	CONSTRUCTION AREA SIGNS	EA	16	500.00	8,000.00	✓
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	95,000.00	95,000.00	✓
3	128651	PORTABLE CHANGEABLE MESSAGE SIGN (EA)	EA	2	3,000.00	6,000.00	✓
4	130100	JOB SITE MANAGEMENT	LS	1	12,000.00	12,000.00	✓
5	130201	WATER POLLUTION CONTROL PROGRAM	LS	1	1,500.00	1,500.00	✓
6	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	8	350.00	2,800.00	✓
7	170103	CLEARING AND GRUBBING (LS)	LS	1	22,000.00	22,000.00	✓
8	190101	ROADWAY EXCAVATION	CY	938	61.00	57,218.00	✓
9	190185	SHOULDER BACKING	TON	381	85.00	32,385.00	✓
10	192001 F	STRUCTURE EXCAVATION	CY	377	72.00	27,144.00	✓
11	260202	CLASS 2 AGGREGATE BASE (TON)	TON	488	86.00	41,968.00	✓
12	390132	HOT MIX ASPHALT (TYPE A)	TON	8,292	152.00	1,260,384.00	✓
13	394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	1,013	8.00	8,104.00	✓
14	397005	TACK COAT	TON	23	500.00	11,500.00	✓
15	398100	REMOVE ASPHALT CONCRETE DIKE	LF	1,220	6.00	7,320.00	✓
16	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	18,176	2.75	49,984.00	✓
17	680901	4" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	60	100.00	6,000.00	✓
18	680902	6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	360	70.00	25,200.00	✓
19	722020 F	GABION	CY	232	440.00	102,080.00	✓
20	729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	464	4.00	1,856.00	✓
21	723100	ROCK SLOPE PROTECTION (20 LB, CLASS I, METHOD B) (TON)	TON	28	115.00	3,220.00	✓
22	731504	MINOR CONCRETE (CURB AND GUTTER)	CY	28	1,550.00	43,400.00	✓
23	780250	ADJUST MONUMENT COVER TO GRADE	EA	34	1,100.00	37,400.00	✓
24	810150	RESET MARKERS AND DELINEATORS	EA	17	60.00	1,020.00	✓
25	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	1,163	9.50	11,048.50	✓

BID FORM (EXHIBIT A) PAGE 2 OF 2
REHABILITATION, OVERLAY AND BIKE
IMPROVEMENTS ON MYRTLE AVENUE (F3K300) PM 1.55-
3.77
PROJECT NO.: RPL-5904(188)
CONTRACT NO.: 221060 & 342001

26	820510	RESET ROADSIDE SIGN (ONE POST)	EA	8	525.00	4,200.00	
27	820840	ROADSIDE SIGN - ONE POST	EA	9	725.00	6,525.00	
28	840502	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	37,521	1.35	50,653.35	
29	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	937	18.00	16,866.00	
30	846033	REMOVE TRAFFIC STRIPE	LF	190	8.00	1,520.00	
31	999990	MOBILIZATION	LS	1	196,894.15	196,894.15	

BASE BID TOTAL

2,151,190.00

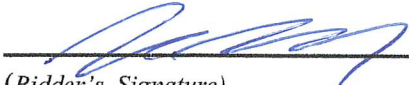
ADDITIVE OPTION A

A1	780254	ADJUST ACCESS BOX FRAME AND COVER (UTILITY)	EA	25	1,560.00	39,000.0	
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ADDITIVE OPTION A TOTAL

39,000.00

checked 4/14/26
CKB


 (Bidder's Signature)

Kody King, Vice President, Project Management

(Title)



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

ADDENDUM NO. 1

(Issued April 3, 2026)

REHABILITATION, OVERLAY AND BIKE IMPROVEMENTS ON MYRTLE AVENUE (F3K300) PM 1.55-3.77 PROJECT NO.: RPL-5904(188) CONTRACT NO.: 221060 & 342001

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

1. Contractor shall stockpile coldplane asphalt material at the staging/stockpile area located at the intersection of Freshwater Road and Myrtle Avenue. Coldplane asphalt material shall become property of the County.
2. HMA leveling shall be placed near station 29+00 right lane (Area=740sf) and at 57+00 right shoulder/driveway (Area=415sf). The purpose for HMA leveling is to improve drainage at the two locations. Revised Plan Sheets 7 and 9 show the approximate location and limits of HMA Leveling.
3. The Daylight Line for structure excavation of the curb-gutter and gabion is added to Revised Plan Sheet 9.
4. The Supplemental Project Information table listed in Section 2-1.06B of the Special Provisions shall include "Myrtle Avenue (F3K300) PM 1.55-3.77_C Line Profile_Supplemental_2026-03-24.pdf."

ATTACHMENTS

1. Addendum No. 1 Revised Plan Sheet 7 Myrtle Avenue PM 1.55-3.77
2. Addendum No. 1 Revised Plan Sheet 9 Myrtle Avenue PM 1.55-3.77
3. Myrtle Avenue (F3K300) PM 1.55-3.77 "C" Line Profile Supplemental

IMPORTANT

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
or FAX: (707) 445-7409

Received by:

Cassie Appen

Date 4/8/26

Company:

Mercer-Fraser Company

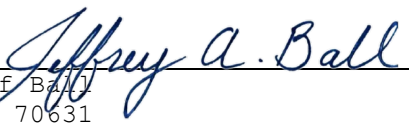
Pages

Received 5

Total Pages Sent 5

(Addendum No. 1)

Approved:

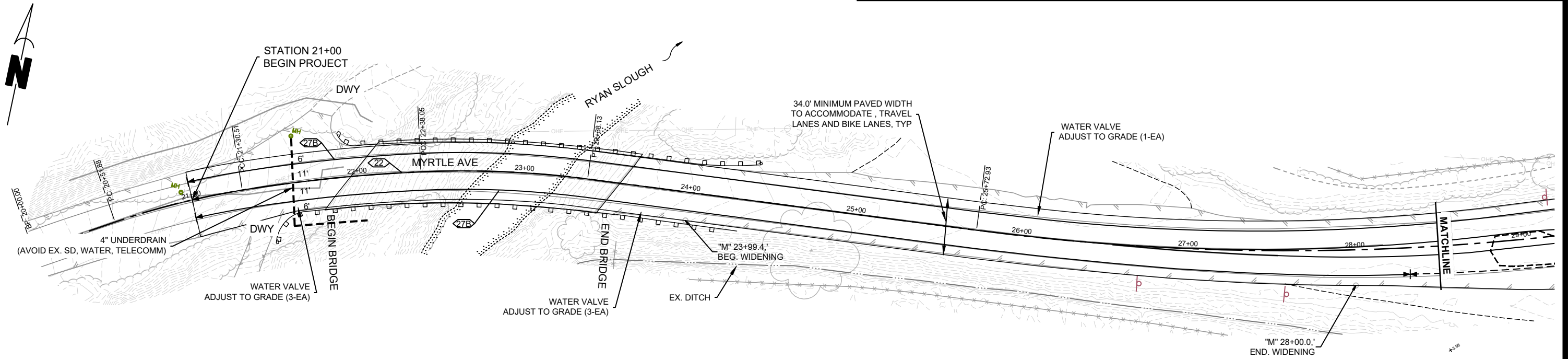


Jeff Ball
RCE 70631

4/3/2026
Date

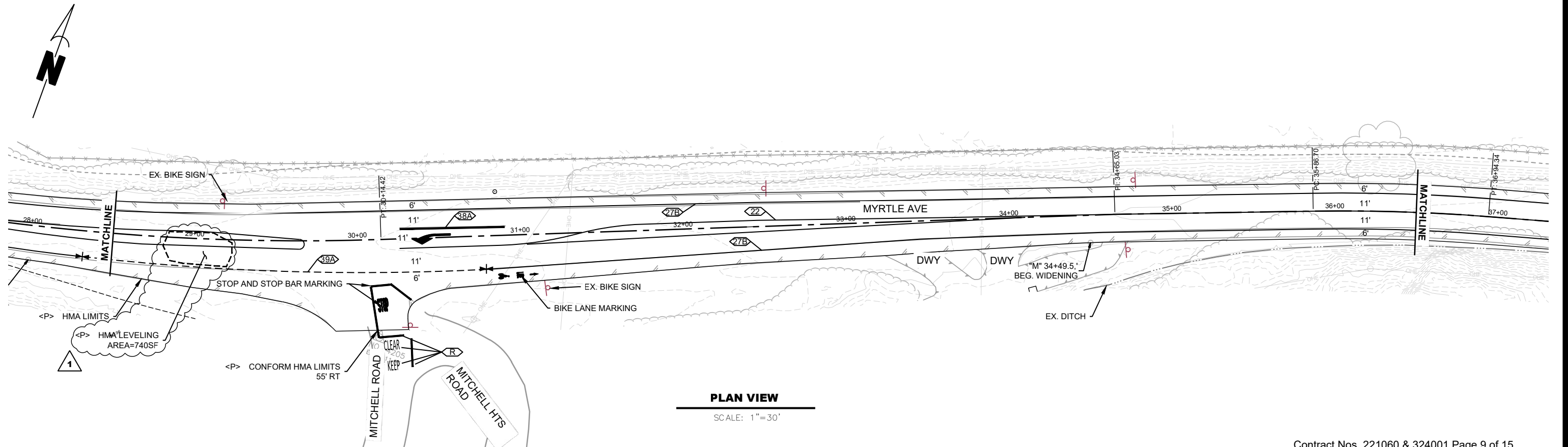


BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	ROAD NAME: MYRTLE AVENUE		DESIGN SECTION	COUNTY OF HUMBOLDT Attachment 2 DEPARTMENT OF PUBLIC WORKS MYRTLE AVENUE PM 1.55-2.68; 2.68-3.77 PLAN LAYOUT STA 21+00 TO 37+00	SHEET 7 OF 13
	ROAD NO.: F3K300	MILE POST: 1.55-2.68; 2.68-3.77	ENGINEERING		
	STATE PROJECT NO.: RPL-5904(188)		DESIGNED BY: ENGR		
	CONTRACT NO.: 342001, 221060		DRAWN BY: ENGR		
	DRAWING FILE NAME: 221060 DESIGN		REVIEWED BY: JAB		
	PLOT DATE: 03/17/2026	REVISION DATE: 04/03/2026	APPROVED BY: TRS		



PLAN VIEW

SCALE: 1"=30'

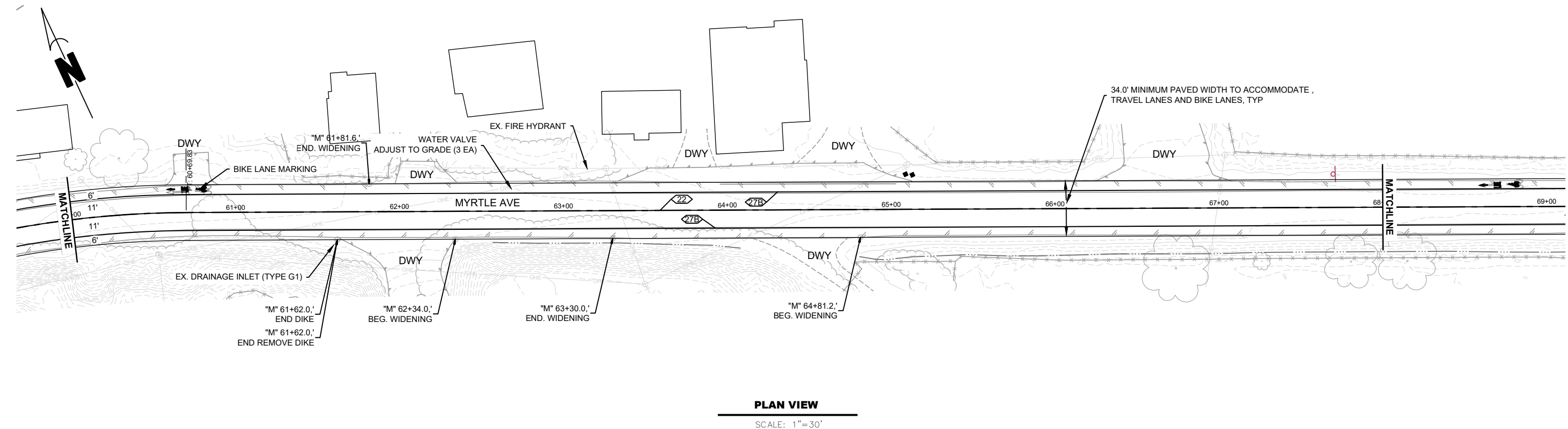
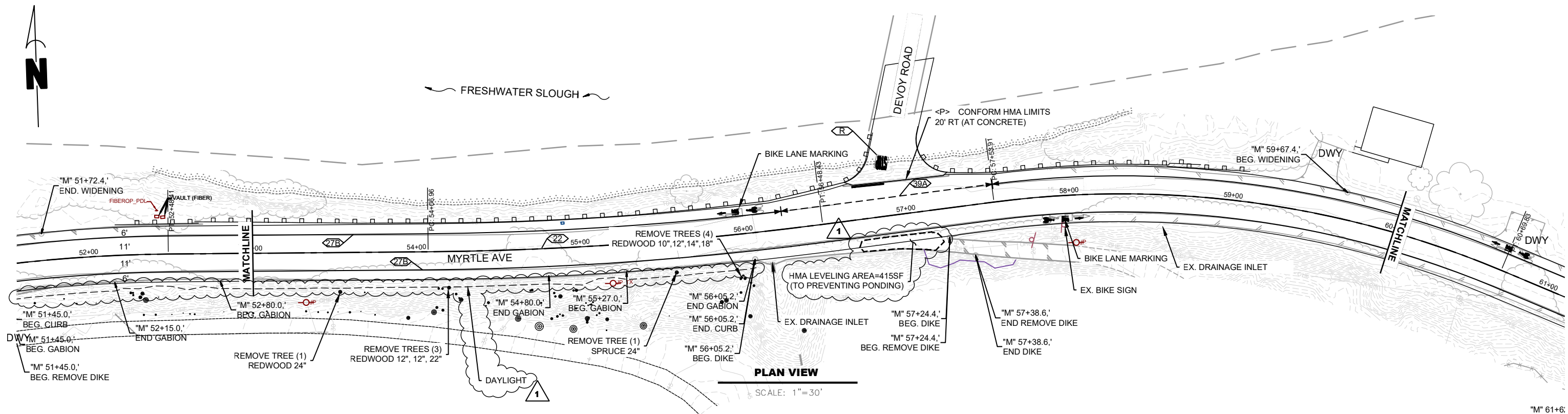


PLAN VIEW

SCALE: 1"=30'



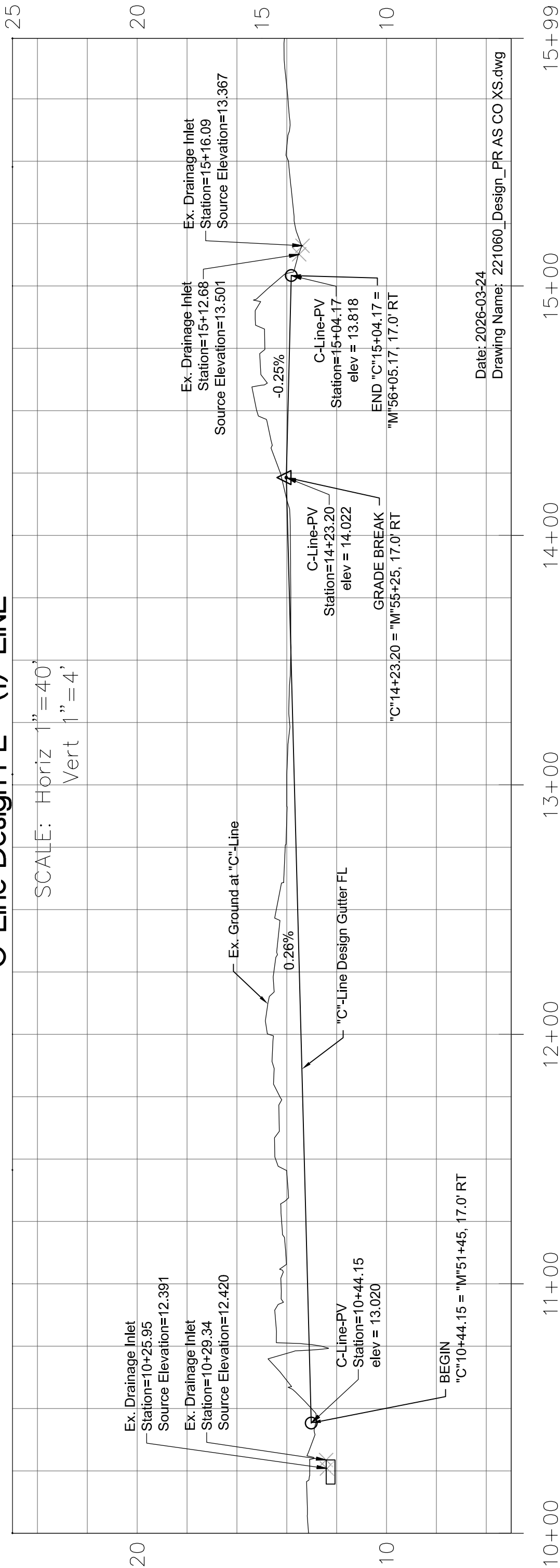
BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	ROAD NAME: MYRTLE AVENUE		DESIGN SECTION	COUNTY OF HUMBOLDT Attachment 2 DEPARTMENT OF PUBLIC WORKS MYRTLE AVENUE PM 1.55-2.68; 2.68-3.77 PLAN LAYOUT STA 53+00 TO 68+00	SHEET 9 OF 13
	ROAD NO.: F3K300	MILE POST: 1.55-2.68; 2.68-3.77	ENGINEERING		
	STATE PROJECT NO.: RPL-5904(188)		DESIGNED BY: ENGR		
	CONTRACT NO.: 342001, 221060		DRAWN BY: ENGR		
	DRAWING FILE NAME: 221060 DESIGN		REVIEWED BY: JAB		
	PLOT DATE: 03/17/2026	REVISION DATE: 04/03/2026	APPROVED BY: TRS		



Myrtle Avenue (F3K300) PM 1.55-3.77
Supplemental

PROFILE

"C-Line Design FL - (1)" LINE





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

ADDENDUM NO. 2

(Issued April 8, 2026)

REHABILITATION, OVERLAY AND BIKE IMPROVEMENTS ON MYRTLE AVENUE (F3K300) PM 1.55-3.77 PROJECT NO.: RPL-5904(188) CONTRACT NO.: 221060 & 342001

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

1. Payment for HMA leveling placed near station 29+00 right lane (Area=740sf) and at 57+00 right shoulder/driveway (Area=415sf) shall be covered by Bid Item #12 Hot Mix Asphalt (Type A).
2. Section 5-1.36(2) Nonhighway Facility Protection of the Special Provisions shall be replaced by the following:

5-1.36C(2) Nonhighway Facility Protection

The utilities shown in the following table may interfere with the work and must be exposed or protected in place. Make arrangements with the utility owner (1) to conduct or witness all exposures or (2) to request temporary deactivation of the utility. Contractor shall not operate utility valves.

Utilities to Be Exposed and/or Protected in Place During Construction

Utility	Location
HCSD 8" AC Water Main – Protect in-place	Sta "M"36+00 to Sta "M"77+00 Do not use compaction equipment near 8" AC Water main.
HCSD Water Service	Approximate Sta "M"53+50 Contractor to expose (pothole) water service line.
HCSD Water Valves	25 locations - Contractor to adjust access box frames and covers to final grade.
HCSD Air Release Valves	6 locations - Protect in Place
HCSD Fire Hydrants	4 locations - Protect in Place

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
or FAX: (707) 445-7409

Received by:

Cassie Appin

Date 4/8/26

Company:

Mercer-Fraser Company

Pages

Received 2

PG&E – 1/2in plastic in 3/4in Metal Gas Service Line	Approximate “M”53+40 & Sta “M”54+75 – Contractor to expose (pothole) gas service lines.
PG&E Gas Valve	Sta 75+53 RT- Contractor to adjust access box frame and cover to final grade.
PG&E Gas Transmission	A PG&E Gas Standby may be required for work near high pressure gas transmission. Contact 811.

Utility Contact Information:	Phone Number
HCSD – Keith Noga	(707) 443-4558
PG&E – Gas	811

The utility information shown is incomplete. Utility location activities must be concurrent with construction activities. Make arrangements with the utility owners to coordinate activities.

CONTRACTOR QUESTIONS

The information below is provided in response to written bidder inquiries. The following items shall become part of the contract documents for this project and all other conditions shall remain the same:

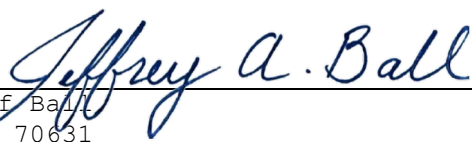
1. The Cold Plane Summary Table on Plan Sheet #4 contains quantities for “Grind and Replace Hot Mix Asphalt” while the Base Bid Item Summary provides items and quantities Hot Mix Asphalt (Type A) and Cold Plane Asphalt Concrete Only via Bid Items #12 and #16 respectively. What Bid Item covers the Hot Mix Asphalt/HMA Leveling quantity to capture the Grind and Replace Hot Mix Asphalt Summary Table shown on Plan Sheet #4?

Response: Bid Item #12 Hot Mix Asphalt (Type A) covers the Grind and Replace Hot Mix Asphalt. The references to HMA Leveling (Ton) in the Coldplane Summary Table on Plan Sheet #4 shall be changed to Hot Mix Asphalt (Type A).

2. The Special Provision 5-1.36C(2) provides a table to expose and/or protect in place utilities during construction. There are no station limits provided in the table. Is utility protection necessary?

Response: Numerous utility facilities are present in Myrtle Avenue Right of Way. Station limits are added to Addendum No. 2 revised Section 5-1.36C(2) Nonhighway Facility Protection. Above ground facilities, such as fire hydrants and utility poles, must be protected from damage by construction equipment and vehicular traffic.

Approved:


 Jeffrey A. Ball
 RCE 70631

4/8/2026
 Date



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

ADDENDUM NO. 3
 (Issued April 10, 2026)

REHABILITATION, OVERLAY AND BIKE IMPROVEMENTS ON
MYRTLE AVENUE (F3K300) PM 1.55-3.77
PROJECT NO.: RPL-5904(188)
CONTRACT NO.: 221060 & 342001

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

CONTRACTOR QUESTIONS

The information below is provided in response to written bidder inquiries. The following items shall become part of the contract documents for this project and all other conditions shall remain the same:

1. Can you please confirm this project is subject to Caltrans Standard Specifications Section 9-1.07 payment adjustment for crude oil index price fluctuation of more than 5%? Is there an additional opt-in or out form we should submit with our bid?

Response: This project is subject to Caltrans Standard Specification Section 9-1.07. Contractor to provide company letterhead stating "opting-out of crude oil index price adjustments," submitted with bid proposal.

2. Does Caltrans Standard Specifications Section 2-1.24B apply to this project?

Response: No

3. Will the lowest bidder be determined by the Base Bid price or the Base Bid plus Additive Option A?

Response: See page 31 of Special Provisions.

4. Does the Additive Option A include any additional working days past the 45 days specified in the bid docs?

Response: No

I M P O R T A N T

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

Received by:

Cassie Coppi

Date 4/13/26

Company:

Mercer-Fraser Company

Pages

Received 2

Total Pages Sent 2

5. Can we reuse existing valve pots or are we to furnish and install all new Christy G8 boxes when adjusting water, sewer and monuments lids to grade?

Response: Contractor shall furnish and install new boxes. No sewer on this project.

6. Is this project subject to Caltrans pavement smoothness requirements and pay adjustments specified in Caltrans Specifications Sections 36-3 and 39-2.01A(4)(i)(iii)?

Response: Yes

7. Can we reuse cold plane road grindings on the project (assuming they're free of debris)?

Response: No.

8. Is the Contractor or County responsible for compaction testing?

Response: County Materials Lab will be responsible for compaction testing. Contractor is responsible for quality control.

9. Is the Contractor responsible for construction staking?

Response: County will provide construction staking.

10. Is the Contractor responsible for verifying the monuments have not been disturbed during construction, and is a before and after survey required?

Response: County is responsible for determining if monuments need reset and will perform before and after surveys.

Approved:



Jeff Ball
RCE 70631

4/10/2026

Date