AGREEMENT

This is an AGREEMENT made and entered into this 3rd day of September, 20 25, 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:

KERNEN CONSTRUCTION

PO 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 _____
Chair, Board of Supervisors
of the County of Humboldt,
State of California

(SEAL)

ATTEST:

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

BY _____
Clerk of the Board

✓ KERNEN CONSTRUCTION

BY _____

TITLE PARTNER

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

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

COUNTY OF HUMBOLDT

BY_____
Chair, Board of Supervisors
of the County of Humboldt,
State of California

(SEAL)

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 PARTNER

BY_____

TITLE_____

(Two Signatures Required For Corporation)

APPROVED AS TO FORM:

BY N / A
Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED
AND APPROVED:

BY Oakley, Jennifer Digitally signed by Oakley, Jennifer
Date: 2025.09.02 14:31:57 -07'00'
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	156.00	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 $0

(*Bidder's Signature*)

General Partner

(*Title*)

ATTACHMENT 1

COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
1106 SECOND STREET
EUREKA, CA 95501

CONTRACT CHANGE ORDER

CONTRACT CHANGE ORDER NUMBER	1	SUPPL. NO.	

DATE PREPARED BY RESIDENT ENGINEER: December 19 2025

PROJECT NAME: MEASURE O - 2025 JACOBY CREEK, SOUTH QUARRY ROAD

PROJECT NO. 342005 CONTRACT NO. N/A

TO: Kernen Construction 2350 Glendale Drive, McKinleyville, CA 95519

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.

Reconcile differences between bid quantities and installed quantities for various bid items.

INCREASE IN CONTRACT ITEMS AT CONTRACT PRICES

ITEM NO. 2	SHOULDER BACKING						
	12.50 TN	25.00%	@	$	238.00 / TN	$	2,975.00
ITEM NO. 4	HOT MIX ASPHALT (LEVELING)						
	66.48 TN	3.61%	@	$	156.00 / TN	$	10,370.88
ITEM NO. 7	COLD PLANE ASPHALT CONCRETE PAVEMENT (CONFORMS)						
	249 SQYD	199.20%	@	$	110.00 / SQYD	$	27,390.00
					TOTAL INCREASE IN CONTRACT ITEMS AT CONTRACT PRICES =	$	**40,735.88**

INCREASE IN CONTRACT ITEMS AT DECREES OF CONTRACT PRICE

In accordance with Section 9-1.06B of the Standard Specifications and as agreed upon from cost analyses pay for an additional 412.53 TN of Shoulder Backing as extra work at agreed decrees unit price.

ITEM NO. 2	SHOULDER BACKING						
	412.53 TN	825.06%	@	$	110.00 / TN	$	45,378.30
					TOTAL INCREASE IN CONTRACT ITEMS AT CONTRACT PRICES =	$	**45,378.30**

DECREASE IN CONTRACT ITEMS AT CONTRACT PRICES

ITEM NO. 3	HOT MIX ASPHALT (TYPE A) 2.5" OVERLAY						
	-229.17 TN	-7.46%	@	$	153.00 / TN	$	(35,063.01)
					TOTAL DECREASE IN CONTRACT ITEMS AT CONTRACT PRICES =	$	**(35,063.01)**

EXTRA WORK AT AGREED PRICE

In accordance with Section 9-1.04 of the *Standard Specifications* and as directed by the engineer, place 80 LF of hot mix asphalt curb on Jacoby Creek Road as extra work at agreed unit price.

PLACE HOT MIX ASPHALT CURB							
	80 LF		@	$	38.75 / LF	$	3,100.00
					TOTAL EXTRA WORK AT AGREED PRICE =	$	**3,100.00**

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

ESTIMATED TOTAL INCREASE = $ 54,151.17

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

SUBMITTED BY:

SIGNATURE	PRINT NAME AND TITLE	DATE
	PAUL DONOHO, ROAD SUPERINTENDENT	12.31.25

DIRECTOR APPROVAL BY:

SIGNATURE	PRINT NAME AND TITLE	DATE
	TOM MATTSON, DIRECTOR OF PUBLIC WORKS	1/5/26

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	DATE
	Jessica Jewett / Project Manager	12-31-25