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Purchasing

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**CONTRACT
DOUGLAS COUNTY LANDFILL CLOSURE AND BORROW MINING PROJECT**

THIS AGREEMENT, made this 18th day of February 1993, by and between Ford Construction, Nevada State License Number 0029241 hereinafter called the CONTRACTOR and the Douglas County, Nevada, hereinafter referred to as "OWNER".

WITNESSETH:

THAT FOR and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

Article 1 - Scope of Work

The Contractor shall furnish all labor, materials, equipment, tools, transportation, services, appliances, appurtenances and do all the work for the Douglas County Landfill Closure and Borrow Mining Project.

Article 2 - Time of Completion

The Douglas County Landfill Closure and Borrow Mining Project shall consist of two (2) phases. Phase I shall be completed in one hundred thirty (130) calendar days and no later than August 31, 1993. Phase II shall be completed in forty (40) calendar days and start no later than September 30, 1993. Seed, fertilizer, gypsum and tackifier shall be applied between the dates specified in Section 02120. The period for completion may be extended as provided in the General Conditions.

Time is of the essence on this Contract.

Should the Contractor fail or refuse to complete the work within the stipulated time, including any authorized extension of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, the sum of \$1,000.00 for each calendar day for Phase I work and \$500.00 for each calendar day for Phase II work required to complete the work in addition to the period of time hereinbefore set forth.

Article 3 - Progress Payments

The Owner will pay the Contractor progress payments and the final payment in accordance with the methods set forth in the Contract Documents.

Article 4 - The Contract Sum

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Specifications and to the satisfaction of the Engineer, amounts as set forth in the Proposal. This sum is to be paid in the manner and under the conditions hereinbefore specified.

Article 5 - Insurance

The Contractor shall carry industrial insurance and require all subcontractors to carry industrial insurance as required by the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act. Contractor or his Subcontractors failure to pay premiums will automatically authorize the Owner to withhold equal amount from funds due to Contractor and make insurance premium payments on behalf of the Contractor or his Subcontractors.

Article 6 - Performance and Labor and Material Bonds

The Contractor agrees that he will, before this Contract becomes effective, furnish the Owner with a Performance Bond and a Labor and Material Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total contract sum.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

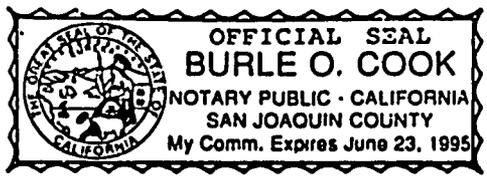
No. 5183

State of California
County of San Joaquin

On 3-24-93 before me, Burle O. Cook, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared D. O. FORD
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Burle O. Cook
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
PRES
TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

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The Performance Bond shall be conditioned that the work under the Contract shall be performed in accordance with the Specifications and the terms of this Contract.

The Labor and Material Bond shall be conditioned to provide and secure payment for all material, provisions, provender, and supplies, teams, trucks and other means of transportation used in or upon or about the work and for any labor done thereon.

This Contract shall not become effective until such bonds are supplied to and approved by the Owner.

Article 7 - Guarantee Bond

The Contractor shall, prior to the acceptance of the work, furnish a Guarantee Bond on the form bound herein, in an amount equal to ten (10%) percent of the Contract price, to guarantee the work through the guarantee period.

Article 8 - The Contract Documents

The Contract Documents shall consist of the Information for Bidders, the Proposal, Noncollusion Affidavit, Bid Bond, this Contract, the Performance Bond, Labor and Material Bond, Guarantee Bond, Contractor's Certificate Regarding Workmen's Compensation, Certificate of Insurance [(Workmen's Compensation) or (Workmen's Compensation, Self-Insured Contractors) as applicable], Insurance Endorsement, Self-Insured Contractors, Certificate of Insurance (Liability), Insurance Endorsement (Liability), Notice of Award, General Conditions, Special Conditions, Standard Specifications for Public Works Construction, Standard Details for Public Works Construction, other references specified, the Plans; Addenda (if any), and all supplemental agreements amending or extending the work contemplated.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

Approved as to Form

By: Robert J. Morris
District Attorney

DOUGLAS COUNTY
(OWNER)
By: [Signature]
Norm Starrett
Douglas County

CONTRACTOR Ford Construction Co., Inc.

By: [Signature]

Address for giving notices

639 E. Lockeford Street
Lodi, CA 95240
License No. 391570

(SEAL)

Subscribed and sworn to before
before me this _____ day of
of _____, 1993.

Signature of Notary Public
in and for the County of _____
_____ State
of _____

COPY

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'93 MAR 31 P12:19

SUZANNE BEAUDREAU
RECORDER

303459

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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: March 31, 1993
B. B. B. Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carroll M. [Signature] Deputy

SEAL