

FORM AGREEMENT FOR ENVIRONMENTAL CONTRACTING SERVICES

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GENERAL INFORMATION

(Read the following information before executing this Agreement)

General Information is provided for convenience only and should not be construed as part of this Agreement or an interpretation thereof. This General Information is not legal interpretation or advice.

Legal Consultation: This Agreement necessarily has significant legal, liability and insurance implications and consequences. Consultation with an attorney is advised with respect to the terms and consequences related to completing or modifying this Agreement. Note, in particular, that contractual indemnification is governed and varies according to state law. Further, other notices and requirements may be required according to applicable state law.

Completion and Modification: The following items need completion by the parties: the tables at the beginning of the Agreement on the first page, type of service provided by Contractor on the first page, and the signature tables on the last page of the Agreement. Although this Agreement is designed to provide a basic contracting framework for the parties, the parties must recognize and consider that each project differs, and modifications to this Agreement may be necessary. In the event the parties modify the Agreement, deletions may be accomplished by striking through terms. Additions may be added to particular paragraphs or as an addendum to this Agreement. The parties should be aware that certain state laws may require any modifications to be initialed and dated in order to be effective.

This Agreement necessarily has significant legal, liability and insurance implications and consequences. Consultation with an attorney is advised with respect to the terms and consequences related to completing or modifying this Agreement.

THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE COPIED OR OTHERWISE UTILIZED WITHOUT THE EXPRESS CONSENT OF HORAN & HORAN (972-551-1800).

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FORM AGREEMENT FOR ENVIRONMENTAL CONTRACTING SERVICES

THIS AGREEMENT together with any Exhibits referenced herein (hereinafter "the Agreement") is between the following parties:

CLIENT	Johnson County
CLIENT Address	1102 East Kilpatrick, Suite B; Cleburne, Texas 76031
CLIENT Telephone	817-556-6382
CLIENT Facsimile	817-556-6385
CLIENT Representative	Ms. Sandy Bradley
CLIENT E-mail	sandy@johnsoncountytexas.org
CONTRACTOR	Priority Services
CONTRACTOR Address	2569 Gravel Drive; Fort Worth, Texas 76118
CONTRACTOR Telephone	817-595-0790
CONTRACTOR Facsimile	817-595-480
CONTRACTOR Representative	Mr. Gary Caldwell
CONTRACTOR E-mail	gcaldwell@prioritycr.com
Agreement Effective Date	August 22, 2005

The Agreement may refer to the services of a Client technical representative. If so, that representative is as follows:

CONSULTANT	EcoSystems Environmental, Inc.
CONSULTANT Address	2225 East Belt Line Road, Suite 207
CONSULTANT Telephone	972-416-0520
CONSULTANT Facsimile	972-416-4512
CONSULTANT Representative	Russ A. Gout
CONSULTANT E-mail	rgout@esei.net

WHEREAS, CONTRACTOR, for purposes of this Agreement, provides:

- Asbestos Abatement Services; or
- Remediation Services; or
- Other Technical Non-consultant Services _____

WHEREAS, CLIENT desires to have CONTRACTOR perform the services as described in Exhibit A "Statement of Work";

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1 - DEFINITIONS

As used throughout this Agreement, the following shall have the meanings set forth below unless otherwise indicated:

- (a) The term "Affiliate" of a named party means a corporation, its employees, directors, board or supervising body, subsidiaries, affiliates, successors and assigns.
- (b) The term "Parties" means CONTRACTOR and CLIENT.

- (c) The term "CONTRACTOR" means the party named and identified herein as "CONTRACTOR" as well as any and all

CONTRACTOR employees, agents, servants, or other persons supplied hereunder by CONTRACTOR to perform services for CLIENT. In no event or for any purpose will these persons be considered employees of CLIENT.

- (d) The term "Agreement" means the terms and conditions contained herein, all Exhibits attached here to, and any other documents made a part of this Agreement or incorporated by reference, including any written amendments to the foregoing which have been signed by the authorized representatives of the parties.
- (e) The term "Work" means the tasks, performance, reports, services, documentation and other items constituting the subject matter of this Agreement which are to be furnished by CONTRACTOR to CLIENT, including all writings, inventions, improvements or discoveries, whether or not copyrightable or patentable, which are written, conceived, made or discovered by CONTRACTOR and are in any way related to the performance of this Agreement.
- (f) The term "Documentation" means all or any portion of the following: paper, facsimiles, reports, drawings, field notes, data reports, lab reports, electronic data, software summaries, software design, program logic, flow charts, source code, program listings, function specifications, logical models, user guides, operator guides, installation guides, and other documents or materials generated as part of this Agreement.

ARTICLE 2 - SCOPE OF WORK

CONTRACTOR shall perform the Work specified in Exhibit A, "Statement of Work."

ARTICLE 3 - TERM

This Agreement shall have the effective date as first written above and shall thereafter remain in full force and effect unless terminated in accordance with the Article 16 ("Termination").

ARTICLE 4 - PRICE AND PAYMENT

- (a) For the full, satisfactory and timely performance of the Work defined in Exhibit A, "Statement of Work" and in accordance with the requirements of this Agreement, CLIENT shall pay to CONTRACTOR the fees set forth in Exhibit B entitled "Price and Payment Schedule" attached hereto.
- (b) CONTRACTOR shall submit original invoices to the CLIENT Representative listed below stating the amounts due as set forth in Exhibit B entitled "Price and Payment Schedule." The applicable amounts due shall be paid within sixty (60) days net in United States dollars after receipt of a properly executed invoice in which CONTRACTOR has certified that the Work that is the subject of the invoice has been completed in accordance with the requirements of this Agreement, and that all acceptance conditions established as prerequisite to payment have been fulfilled. CLIENT shall have the right to withhold from payments due to CONTRACTOR sums reasonably necessary to protect CLIENT against any loss or damage which may result from retention of CONTRACTOR hereunder.
- (c) All amounts to be billed to and paid by CLIENT hereunder are gross amounts and include all applicable taxes.
- (d) CONTRACTOR shall submit all original invoices to the CLIENT Representative and address as listed herein.
- (e) If travel is required in the performance of this Agreement, CONTRACTOR shall obtain prior approval for any reimbursement of same. Notwithstanding any request of reimbursement approval, CLIENT will not reimburse CONTRACTOR for local travel (i.e. within 100 mile radius of CONTRACTOR's address) incurred as a result of commuting to CLIENT's facility or project site to perform Work required herein.

ARTICLE 5 - TECHNICAL DIRECTION

For purposes herein, CLIENT designates as CLIENT's Technical Representative the CONSULTANT named herein. All Work to be performed hereunder is to be coordinated with CONSULTANT. All contractual matters, including without limitation, changes as provided in Article 22 ("Changes") as well as payment-related issues are to be coordinated with CLIENT Representative listed herein.

ARTICLE 6 - CONTRACTOR RESPONSIBILITY

- (a) CONTRACTOR is responsible to CLIENT for all acts and omissions of CONTRACTOR and its subcontractors performing the Work required under this Agreement, subject to the limitations in Articles 9 ("Contractor's Representations") and 15 ("Indemnification").
- (b) CONTRACTOR shall provide CLIENT representative and CONSULTANT with access to any Work in progress.
- (c) CONTRACTOR is responsible for all employee-related benefits applicable to personnel performing Work under this Agreement. CLIENT shall not be obligated to provide CONTRACTOR or its personnel with CLIENT benefits to the extent permitted by law. CONTRACTOR is solely responsible for withholding its personnel's portion of FICA and for withholding all applicable income for federal and state income tax purposes in accordance with applicable law.
- (d) CONTRACTOR will perform all Work in accordance with the terms and conditions of this Agreement, all Exhibits attached hereto, and strictly comply with all applicable federal, state and local laws, regulations, ordinances, permits and licenses, including but not limited to those related to human health and the environment, as well as health and safety OSHA. CONTRACTOR shall be responsible for timely obtaining and filing all permits, licenses, approvals or other notices required for performance of the Work.
- (e) CONTRACTOR will provide day-to-day management and supervision of its Work as well as all health and safety plans applicable to the Work.

ARTICLE 7 - CLIENT PROPERTY

- (a) CONTRACTOR shall submit, as requested by CLIENT, a listing of all CLIENT-furnished materials including designs, reports, manuals, documents, patterns, specifications, etc. held in its possession. All such materials shall be returned to CLIENT upon the earlier of either CLIENT's request or termination of this Agreement.
- (b) Unless the Parties otherwise agree in writing, any property including, but not limited to Software, Documentation, designs, reports, manuals, documents, patterns, specifications, data or other technical or proprietary information, and other equipment or material of every description furnished to CONTRACTOR by CLIENT or developed by CONTRACTOR for CLIENT in performance of this Agreement is and shall remain the property of CLIENT. However, intellectual property which was developed prior to or during the term of this Agreement by CONTRACTOR but is not primarily for the use of CLIENT shall remain the property of the CONTRACTOR. The CONTRACTOR shall not appropriate CLIENT proprietary information in development of or use of said intellectual property.

ARTICLE 8 - INTELLECTUAL PROPERTY RIGHTS

CONTRACTOR represents, warrants, covenants and agrees that

- (a) Except to the extent CLIENT specifically provides an idea or ideas to CONTRACTOR to be worked upon under the

Agreement, all Work by CONTRACTOR hereunder will be original to CONTRACTOR and will not infringe or violate any U.S. or foreign patent, copyright, trade secret, or other intellectual property right of any third party, and CONTRACTOR shall indemnify and hold CLIENT, its parent, subsidiaries and Affiliates harmless, dispose of, settle or defend said indemnities from and against, and shall pay all claims, damages, losses, liability, cost or expenses, including attorney's fees, arising from any claim of infringement or actual infringement of any U.S. or foreign patents, copyrights, trade secrets, or other third party proprietary rights provided that CONTRACTOR receives written notice of the claim.

ARTICLE 9 - CONTRACTOR'S REPRESENTATIONS

- (a) CONTRACTOR warrants and represents that it is not currently bound by any other Agreements, restrictions or obligations, nor will CONTRACTOR assume any such obligations or restrictions which do or would in any way interfere or be inconsistent with the Work to be furnished by CONTRACTOR to CLIENT under this Agreement.
- (b) CONTRACTOR warrants and represents that it is capable of entering into this Agreement with CLIENT in every and all respects.
- (c) CONTRACTOR represents and warrants it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of CONTRACTOR has been properly authorized and empowered to enter into this Agreement. CONTRACTOR further acknowledges that it read and understands this Agreement and agrees to be bound by it.
- (d) CONTRACTOR and all subcontractors shall warrant and ensure full compliance with the terms of the Occupational Safety and Health Administration and all local jurisdiction's safety, health and environmental regulations during the full term of this Agreement.
- (e) CONTRACTOR represents and warrants it has all applicable licenses, permits and credentials to undertake the Work and further represents and warrants it will use the highest standard of care in performing the Work.

ARTICLE 10 - REPLACEMENT

At any time in CLIENT's or CONSULTANT's sole discretion, CLIENT may reject for cause any of CONTRACTOR's personnel assigned under this Agreement and request replacement(s). When a replacement is requested, CONTRACTOR shall promptly provide an equally qualified substitute. CONSULTANT may interview the proposed CONTRACTOR substitute. If CONTRACTOR cannot promptly provide a suitable replacement, CLIENT may reduce or modify the scope of this Agreement and delete the Work which was to have been performed by the rejected personnel and perform said Work outside the scope of the Agreement in any manner which CLIENT may deem appropriate.

ARTICLE 11 - OTHER SERVICES

Each party reserves the right to contract with other firms or individuals during the term of this Agreement for Work similar to that being performed under this Agreement.

ARTICLE 12 - CONFIDENTIAL INFORMATION

- (a) In order that CONTRACTOR may perform this Agreement, CLIENT may disclose confidential and proprietary information pertaining to CLIENT's past, present and future activities. It is further recognized that CONTRACTOR will develop material and information which CLIENT will wish to hold and to be held by CONTRACTOR as confidential and proprietary information of CLIENT. All such oral, written, printed or computer-

generated information shall be "Confidential Information." CONTRACTOR agrees to use such Confidential Information only in performance of this Agreement and to protect such information in the same manner and subject to the same protections as CONTRACTOR treats and protects its own respective confidential or proprietary information. CONTRACTOR shall prevent disclosure any such Confidential Information or any part thereof to others for any purpose without prior written consent of CLIENT, except to the extent required by law or court order or when such Confidential Information becomes public record through no fault of CONTRACTOR. CONTRACTOR further agrees to limit dissemination of such Confidential Information to those personnel who are directly involved in the performance of this Agreement, who have a need to know and to use such Confidential Information for purposes of such performance and who have been advised of any Agreement to the obligations and restrictions on persons receiving such information as set forth in this Agreement.

- (b) Upon completion of a Work Order other termination hereunder, CONTRACTOR shall return such Confidential Information and any copies thereof to CLIENT at the completion of all Services under this Agreement or at such earlier date as CLIENT may designate; provided, however, CONTRACTOR may retain an archival copy of final Services reports along with all direct supporting documentation for its records subject to the confidentiality obligations in Paragraph (a), above.
- (c) Notwithstanding the return, deletion, erasure, or destruction of Confidential Information or the termination of this Agreement, the rights and obligations with respect to the disclosure and use of such Confidential Information shall survive, unless disclosure is permitted under Paragraph (a), above. To the extent reasonably possible CONTRACTOR agrees to give CLIENT prompt notice if CONTRACTOR becomes aware of a potential or actual unauthorized disclosure of Confidential Information.
- (d) CONTRACTOR acknowledges that unauthorized disclosure of the Confidential Information under this Agreement may cause irreparable injury to CLIENT. Accordingly, CONTRACTOR acknowledges and agrees that the remedy at law for any breach of the covenants contained in this Agreement may be inadequate, and in recognition thereof, agrees that CLIENT shall, in addition thereto, be entitled to injunctive relief without bond including reasonable attorneys' fees and other court costs and expensed, upon the finding by a court of competent jurisdiction of a breach of any of the provisions of this Agreement, which relief shall be in addition to an not in derogation of any other remedies which may be available to CLIENT as result of such breach.

ARTICLE 13 - COMPLIANCE WITH IMMIGRATION AND EQUAL OPPORTUNITY LAWS

- (a) CONTRACTOR warrants, represents, covenants and agrees that it will not assign to perform Work under this Agreement any individual who is an unauthorized alien under the Immigration Reform and Control Act of 1986 or its implementing regulations.
- (b) In the event any CONTRACTOR's personnel working under this Agreement or other individual (s) providing Work to CLIENT on behalf of CONTRACTOR under this Agreement, are discovered to be unauthorized aliens, CONTRACTOR will immediately remove such individuals from performing Work hereunder and replace such individuals with who are not unauthorized aliens.
- (c) CONTRACTOR shall, in good faith, afford equal opportunity as required by federal, state or local law to all employees and applicants for employment without regard to race, color, religion, sex, handicapped conditions, or national origin. CONTRACTOR will afford equal opportunity as required by federal, state or local law to any lower tier CONTRACTORs and vendors which are "disadvantaged business enterprises" or

"women-owned enterprises," as defined by federal rules or regulations in effect on the date of this contract.

- (d) CONTRACTOR shall indemnify and hold harmless CLIENT, its parent, subsidiaries and Affiliates from and against any and all liabilities, damages, losses, claims or expenses (including attorneys' fees) arising out of any breach by CONTRACTOR of this Article 13.

ARTICLE 14 - INSURANCE

During the term of this Agreement the following insurance and listed minimum limits shall be maintained by CONTRACTOR:

(a) Commercial General Liability ("CGL") Insurance:

Bodily Injury	\$1,000,000 each occurrence
	\$1,000,000 aggregate where applicable
Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate where applicable

Coverage shall apply to CONTRACTOR's liability for injury to or death of persons or damage to or loss of property including, but not limited to, work associated with this Agreement, such liability as may arise from the use of independent contractors, subcontractors and contractual liability assumed under this Contract. Such insurance shall include completed operations-product liability coverage. Such insurance shall provide broad from property damage including completed operations.

CLIENT shall be named as ADDITIONAL INSURED on Commercial Liability and Excess Umbrella Liability policies.

(b) Workers' Compensation and Employers' Liability Insurance:

Workers' Compensation	Statutory Limits
Employers' Liability	
Bodily Injury by Accident	\$500,000 each person
Property Damage	\$500,000 each accident

(c) Excess (Umbrella) Liability:

CONTRACTOR shall maintain insurance in excess of the limits as stated in this Paragraph 14 in the following amounts:

Bodily Injury	\$2,000,000 each person or occurrence
Property Damage	\$2,000,000 aggregate

(d) Errors and Omissions:

Value of the Work (up to \$1,000,000)	\$1,000,000 per claim
	\$2,000,000 general aggregate
Value of the Work (\$1,000,000 and above)	\$2,000,000 per claim
	\$5,000,000 general aggregate

Insurance will cover the effects of errors and omissions in the performance of professional duties associated with work performed under this Agreement. The minimum scope of coverage for E&O Liability: (i) Coverage shall be for any material professional error, act or omission arising out of the scope of services shown in the Agreement; (ii) Coverage shall include bodily injury and property damage with associated financial losses for any material professional error, act, or omission arising out of the Scope of Services shown in the Agreement.

(e) Subcontractors:

If any work provided for or to be performed under this Agreement is subcontracted, CONTRACTOR shall require any subcontractors to provide and maintain, at all times during the term of this Agreement, insurance equivalent to that which is required of the CONTRACTOR. On a case-by-case basis, CLIENT may approve, at CONTRACTOR's request, lesser minimum limits of insurance for subcontractors when their portion of the work is of such a nature that certain types of insurance coverage are unnecessary or cost-prohibitive. In addition, CLIENT reserves the right to set higher or lesser minimum limits of insurance during the term of this Agreement when the scope of work, type of work or potential exposures warrant such an action, whether such work is performed by CONTRACTOR, one of its subsidiaries or affiliates, or one of its subcontractors. Subcontractors shall waive all rights of recovery against CLIENT for any injuries to persons or damage to property in the execution of Work performed under this Agreement exclusive of such liability resulting from CLIENT's sole negligence or intentional misconduct.

(f) Waiver of Rights of Subrogation/Primary Insurance:

CONTRACTOR, its insurers, its subcontractors and its subcontractor's insurers shall waive all rights of recovery, subrogation or otherwise, against CLIENT for any injuries to persons or damage to property unless such liability resulted solely from CLIENT's negligence or intentional misconduct. CLIENT and CONSULTANT shall be named an additional insureds on Commercial Liability and Excess Umbrella Liability policies and other policies where available. All policies shall state that insurance is primary insurance.

(g) Examination of Insurance:

CONTRACTOR shall provide to CLIENT a copy of CONTRACTOR's original insurance policy upon CLIENT's request. CONTRACTOR shall provide an initial certificate of insurance written no less than five (5) days after this contract is signed. Thereafter, should the CONTRACTOR at any time neglect or refuse to provide insurance certificate required herein, or should such insurance be canceled, CLIENT shall have the right, but not the obligation, to purchase such insurance and the cost hereof shall either be deducted from monies due to CONTRACTOR or shall be paid immediately CONTRACTOR to CLIENT, at CLIENT's sole election. CONTRACTOR agrees that no alteration, modification or termination of any required coverage shall be effective without at least thirty (30) days advance written notice to the CLIENT Representative.

(h) Claims Made Policies:

If any of the above insurance policies are on a "claims made" basis, it (or they) shall be maintained for a period of not less than two (2) years from the later to occur of completion or termination of the Work with the retroactive date to be held constant with the inception date of this Agreement.

(i) Submittal of Proposal:

A submittal of a proposal in response to a specific request for proposal under this Agreement shall certify that CONTRACTOR has at least the minimum amount of each and every type of insurance required under this Agreement to perform said work.

(j) Means of Meeting Minimum Limits:

A combination of primary and excess/umbrella liability policies will be acceptable as a means to meet the limits required under this Agreement. CONTRACTOR's failure to fully comply with the required minimum limits of coverage shown above DOES NOT limit or diminish CONTRACTOR's liability under this Agreement. In addition, CONTRACTOR's insurance shall be considered primary and not excess or contribution with any other applicable insurance. CLIENT's failure to review CONTRACTOR's insurance policies

and/or certificates or failure to note that submitted policies and/or certificates do not meet the minimum requirements in this Agreement does not act as either a waiver of CONTRACTOR's liability under this Agreement or a waiver of the insurance requirements under this Agreement absent a separate, written Agreement to that effect.

ARTICLE 15 - INDEMNIFICATION

- (a) CONTRACTOR, at its own expense, shall indemnify and hold CLIENT, its directors, officers, employees, agents, subsidiaries, Affiliates, customers, designees, and assignees harmless from any loss, damage, liability or expense, on account of damage to property and injuries, including death, to all persons, arising from any occurrence caused by any violation of law, willful misconduct, negligent or intentional act or omission of CONTRACTOR, its personnel or subcontractors in performing the Work under this Agreement. CONTRACTOR, at its expense, shall defend any suit or dispose of any claim or other proceedings brought against the indemnified parties on account of such damage or injury, and shall pay all expenses, including reasonable attorney's fees and satisfy all judgments which may be incurred by or rendered against said indemnities. CONTRACTOR's obligation to indemnify shall not be limited in any way by insurance coverages.
- (b) The services described herein are provided only to CLIENT. It is understood that CLIENT shall be free to adopt or reject, in whole or in part, any information and/or recommendations given by the CONTRACTOR as a result of services performed pursuant to this Agreement. Therefore, no undertaking, information or recommendation given by CONTRACTOR pursuant to this Agreement shall be construed to create a basis for reliance by any employee of CLIENT or by any third person on the safety of any device, machine, method, or process used or employed within CLIENT's premises. In the event CONTRACTOR shall be found to have performed its services without conforming to the highest professional standard of care of conduct for its industry, and such negligent performance proximately caused property damage or personal injury or death, CONTRACTOR shall indemnify CLIENT for said claim.

ARTICLE 16 - TERMINATION

- (a) By written notice to CONTRACTOR, CLIENT may immediately terminate this Agreement, in whole or in part, at any time prior to completion for the following reasons:
- (i) CLIENT's convenience;
 - (ii) CLIENT is dissatisfied with the performance of CONTRACTOR for any reason, or
 - (iii) CONTRACTOR applies for or consents to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidation of itself or of all or a substantial part of its property; makes a general assignment for the benefit of creditors; commences a voluntary case under the Federal Bankruptcy Code (as now or hereinafter in effect); or fails to contest in a timely or appropriate manner or acquiesces in writing to any petition filed against it in an involuntary case under such Bankruptcy Code or any application for the appointment of a receiver, custodian, trustee or liquidation, reorganization or dissolution.
- (b) In the event of termination under this Article 16, and in accordance with the Article 4 ("Price and Payment"), CLIENT shall be liable for payment only for Work performed prior to the effective date of the termination notice plus any reasonable costs incurred by CONTRACTOR in complying with the Article 18 ("Work in Progress"). In no event shall CLIENT be liable for anticipated profit on Work not performed.

- (c) CONTRACTOR shall continue performance of any portion of the Agreement not terminated. CLIENT shall have no obligation to CONTRACTOR with respect to any terminated portions of this Agreement except as provided in this Agreement.
- (d) CONTRACTOR may terminate this Agreement upon giving CLIENT thirty (30) days prior written notice.

ARTICLE 17 - ARBITRATION

- (a) Any dispute or disagreement arising between the Parties in connection with this Agreement, which is not settled to the mutual satisfaction of the Parties within thirty (30) days (or such longer period as may be mutually agreed upon in writing) from the date that either party informs the other in writing that such dispute or disagreement exists, shall be settled by arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association then in effect on the date that such notice is given.
- (b) The decision of the arbitrator(s) shall be final and binding upon the Parties and judgment may be obtained thereon by either party in a court of competent jurisdiction. Each party shall bear the cost of preparing and presenting its case. The cost of the arbitration, including the fees and expenses of the arbitrator(s), will be shared equally by the Parties unless the award otherwise provides.

ARTICLE 18 - WORK IN PROGRESS

- (a) In the event all or part of this Agreement is terminated for any reason whatsoever, CONTRACTOR shall, at CLIENT's option and request, document in detail the status of the Work that has been terminated and either deliver to CLIENT or dispose of such materials in accordance with CLIENT instructions all Work, Software and Documentation in progress in its or any third party's possession within five working days. CLIENT shall have all rights to this Work in accordance with the Article 7 ("CLIENT Property").
- (b) CONTRACTOR agrees that after termination to cooperate reasonably with CLIENT in its or another's efforts on CLIENT's behalf to complete the Work specified in Exhibit A and to provide for an orderly transition of the Work.

ARTICLE 19 - RECORDS

For Work performed by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall maintain such records as will adequately substantiate charges and hours worked hereunder and shall produce such records for CLIENT's inspection at CONTRACTOR's business office where such records are kept, upon CLIENT's request, for a period of three (3) years following the later to occur of: the completion of the Work or termination hereunder or such longer period as may be required by law. CLIENT shall give timely notice of its intent to inspect such records and preserve the confidentiality of such records in accordance with such terms as CONTRACTOR may reasonably request.

ARTICLE 20 - EXCUSABLE DELAY

- (a) The following events or circumstances constitute excusable delays for purposes herein:
- (i) Acts of God;
 - (ii) Wars, revolution, civil commotion, acts of public enemies, blockage or embargo;
 - (iii) Acts of the Government in its sovereign capacity; or
 - (iv) Any other circumstances beyond the reasonable control and without the fault or negligence of the party affected.

- (b) CONTRACTOR shall give prompt written notice to CLIENT in the event of a delay in performing the Work, but in no event to exceed more than 48 hours after either learning of such event or after the date when such party should have known of event. CONTRACTOR shall be excused from such performance on a day-to-day-basis to the extent such excusable delay prevents, restricts, or materially interferes with performance of the Work; provided, however, the CONTRACTOR shall use its best efforts to avoid or remove such causes of non-performance.
- (c) Any delay that will or does exceed 10 working days duration shall, at CLIENT's option, except for charges due for Work delivered and accepted under this Agreement, be cause for termination at no cost to CLIENT.

ARTICLE 21 - CONSEQUENTIAL DAMAGES

Notwithstanding any provisions herein to the contrary, CONTRACTOR shall be liable for any special, incidental, indirect or consequential damages.

ARTICLE 22 - CHANGES

- (a) CLIENT may, by written notice, make any changes within the general scope of Work, including additions, deletions, or modifications to the Work ordered; or in the specification; or in the time and place of performance. If any such change affects the amount due or the time of performance hereunder, an appropriate adjustment shall be negotiated to pay for Work performed and accepted by CLIENT and this Agreement shall be modified in writing accordingly. No amount for anticipated profit on Work not performed will be allowed. Any claim for adjustment hereunder must be asserted in writing within thirty (30) days from the date when the change is ordered. Nothing in this 22 shall excuse CONTRACTOR from promptly proceeding with this Agreement as changed. Changes to this Agreement can only be made by a duly authorized representative of the CLIENT.
- (b) If an adjustment is made pursuant to Paragraph (a) of this Article 22, CONTRACTOR shall prepare and furnish to CLIENT the evidence necessary to establish the amount of any increase or decrease in the cost of or time required for, the performance of this Agreement caused by the change order. Subject to Paragraph (a) of this Article 22, the amount of any such cost increase or decrease shall be determined in accordance with the CONTRACTOR's regularly established accounting practices and shall, if requested by CLIENT, be verified by an independent Certified Public Accounting firm.
- (c) The Parties shall attempt to reach Agreement as to any equitable adjustment that is due pursuant to Paragraph (a) of this Article 22. Without relieving CONTRACTOR of its obligation to proceed promptly with this Agreement as changed, in the event the Parties are unable to reach Agreement as to an equitable adjustment, the matter shall be determined in accordance with the Article 17 ("Arbitration").
- (d) CLIENT's personnel may from time to time render technical assistance or give technical advice to, or effect an exchange of information with CONTRACTOR concerning the Work to be furnished under this Agreement. However, CONTRACTOR shall not deviate from the requirements of this Agreement by reason of such assistance or exchange of information, unless the deviation is incorporated into and authorized by a change order issued in accordance with Paragraph (a) of this Article 22. The CONTRACTOR shall not, by reason of such assistance, advice or exchange of information delete or in any way modify any of CLIENT's rights or any of CONTRACTOR's obligations, express or implied, which are a part of this Agreement.

ARTICLE 23 - SECURITY

CONTRACTOR agrees to comply at all times with all site safety and security rules, regulations or protocols in effect at CLIENT's premises. CONTRACTOR further agrees to provide for reasonable security to the project site so as not to compromise health and safety of any persons or the progression of the Work. Costs for such security measures shall be included in CONTRACTOR's proposal or bid for the Work unless otherwise agreed with CLIENT in writing.

ARTICLE 24 - WAIVER

The failure of either party to insist on the strict performance of any terms, covenants and conditions of this Agreement at any time, or in any one or more instances, or its failure to take advantage of any of its rights hereunder, or any course of conduct of dealing shall not be construed as a waiver or relinquishment of any such rights or conditions at any future time and shall in no way effect the continuance in full force and effect of all the provisions of this Agreement.

ARTICLE 25 - ASSIGNMENT

CONTRACTOR shall not assign or delegate this Agreement or any of its rights, duties or obligations thereunder to any other person or entity without the prior express written consent of CLIENT.

ARTICLE 26 - ENTIRE UNDERSTANDING

This Agreement shall become binding when signed by both Parties. This Agreement constitutes the entire understanding of the parties hereto, and supersedes all prior or contemporaneous written and oral Agreements, with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing signed by both Parties. No person not a party hereto shall have any interest herein or be deemed a third party beneficiary hereof.

ARTICLE 27 - INDEPENDENT CONTRACTOR

- (a) CONTRACTOR represents and warrants that CONTRACTOR qualifies as an independent CONTRACTOR under the provisions of the Internal Revenue Code's common law rules enacted as part of Section 1707 of the 1986 Tax Reform Act or such other provisions applicable to independent contractors as may be in effect at the time of the Work, and as such CONTRACTOR is filing all required forms and necessary payments appropriate to the CONTRACTOR's tax status. In the event the CONTRACTOR's independent status is denied or changed and the CONTRACTOR or its personnel is declared to have "common law" status with respect to work performed for CLIENT, CONTRACTOR agrees to hold CLIENT harmless from all costs, including legal fees, which CLIENT, may incur as a result of such change in status.
- (b) Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between CONTRACTOR and CLIENT. Neither party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other. Except as specifically set forth herein, neither party shall have power to control the activities and operations of the other and their status is, and at all times will continue to be, that of independent contractors. Neither party shall have any power or authority to bind or commit the other.

ARTICLE 28 - PUBLIC RELEASE OF INFORMATION

No news releases, articles, brochures, advertisements, speeches or other information releases ("Public Release") or the terms of this Agreement or the Work shall be made without prior written approval of CLIENT. CONTRACTOR agrees to give CLIENT reasonable advance time to review any Public Release submitted to CLIENT for approval.

ARTICLE 29 - HEADINGS

Heading used in this Agreement are for reference only and shall not be deemed a part of this Agreement.

ARTICLE 30 - ORDER OF PRECEDENCE

In the event of any ambiguity and/or inconsistency between the terms and conditions of this Agreement, Statement of Work, or other documents incorporated by reference, the Terms and Conditions herein take precedence; provided, however, nothing in this Agreement, exhibits or amendments hereto, Statement of Work, or Price and Payment Schedule shall be construed to take precedence over more stringent laws or regulations.

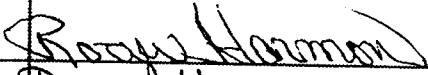
ARTICLE 31 - APPLICABLE LAW

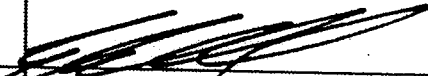
This Agreement shall be interpreted, construed and governed by the laws of the State of Texas, without regard to conflict of law provisions.

ARTICLE 32 - NOTICES

All notices, requests, demands, or communications required or permitted hereunder with the exception of day-to-day administrative communication shall be in writing, delivered personally or by facsimile or certified, registered or express mail at the respective addresses set forth herein (or at such other addresses as shall be given in writing by either party to the other). All notices, requests, demands or communications shall be deemed effective upon actual receipt of same. Copies of all such notices, requests, demands or communications required or permitted hereunder to CLIENT from CONTRACTOR shall also be simultaneously transmitted to CONSULTANT.

AGREED AND ACCEPTED ON THE AGREEMENT EFFECTIVE DATE FIRST NOTED ABOVE:

CLIENT	Johnson County 9-12-05
Signature	
Printed Name	Roger Harmon
Title	Township Judge

CONTRACTOR	Priority Services
Signature	
Printed Name	GARY CALDWELL
Title	PRES

LIST OF EXHIBITS:

EXHIBIT A -- STATEMENT OF WORK (including Work location and Work description)

EXHIBIT B -- PRICE AND PAYMENT SCHEDULE

EXHIBIT A – STATEMENT OF WORK

Work Location: Johnson County Court House located at 2 Main Street in Cleburne, Texas 76031

Work Description: Asbestos-Containing Material (ACM) and Lead-Based Paint (LBP) Abatement per EcoSystems Environmental, Inc. (ESEI) Project Specifications and Design, dated July 20, 2005; ESEI Project No. 05011208.

EXHIBIT B – PRICE AND PAYMENT SCHEDULE

For work described in Exhibit A – Statement of Work, CONTRACTOR shall be paid [a lump sum] payment of **\$83,995** (\$81,045 for Proposal Item No. 1 and \$2,950 for Proposal Item No. 2).

Additional work will be based on unit pricing submitted on CONTRACTOR's Proposal Form (attached).

PROPOSAL

Johnson County, Texas

August 2, 2005
(Date of Proposal)

PROPOSAL OF Aero A/C & Plumbing, Inc dba Priority Services
(Name of Proposing Entity)

A Corporation organized and existing under the laws of the State of TEXAS

or
A Partnership consisting of _____

or
the business name of _____, an individual.

TO: JOHNSON COUNTY
Attn: Ms. Sandy Bradley, Purchasing Agent
1102 East Kilpatrick, Suite B
Cleburne, TX 76031

PROPOSAL FOR:

- The abatement of Asbestos Containing Material (ACM): Floor tile, floor tile mastic, boiler insulation, boiler flue insulation, steam pipe and fitting insulation, AC vibration dampers, ceiling board material, ceiling texture, and transite siding at the Johnson County Courthouse (a historic structure) located at 2 Main Street, City of Cleburne, Texas
- The removal of loose & flaking paint, sanding of transition edges, and application of primer on the metal circular stair case located in the basement and first floor County Clerk Recording Offices at the Johnson County Courthouse (a historic structure) located at 2 Main Street, City of Cleburne, Texas.

PROPOSAL DESCRIPTION:

Use the PROPOSAL ITEMS table below to itemize your Proposal. The project has been segmented in order to establish unit rate prices for the work in the event that the County adds to or deletes work from the project.

NOTE: Offerer must also submit unit prices. These unit prices shall be used to calculate any additions or deletions to this contract. The Contractor shall understand that these prices shall be used for addition or deletion of work from the contract.

PROPOSAL ITEM No. 1: - Removal of all ACM as identified in the Contract Documents.	\$81045.00
Proposal Item No. 1 in writing:	
<u>Eighty-one thousand and forty-five</u>	
_____ Dollars and _____ cents	

PROPOSAL ITEM No. 2: - Removal of loose and flaking LBP, sanding of transition edges, and application of primer on metal circular stairwell in the County Clerk Recording Offices (basement and first floor)	\$ <u>2,950.00</u>
Proposal Item No. 2 in writing:	
Two thousand nine hundred dollars and _____ cents	

UNIT PRICES:

The unit price for each of the several work items in the Proposal shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Proposal represents the total Proposal. Any Proposal not conforming to this requirement may be rejected as informal; Offerer must submit unit prices. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities and will be used to make the final determination on the successful Offerer.

#1. Abatement Of ACM Floor Tile And Mastic per Square Foot \$ 2.50 Per FT²

UNIT PRICE #1 in writing:

Two dollars and 50/100 cents Dollars @ FT²

#2. Abatement Of ACM Floor Tile and Mastic Beneath Carpeting per \$ 3.00 Per FT²
Square Foot

UNIT PRICE #2 in writing:

Three dollars Dollars @ FT²

#3. Abatement Of Asbestos Pipe Insulation per Linear Foot \$ 10.00 Per L.F.

UNIT PRICE #3 in writing:

Ten dollars Dollars @ L.F.

#4. Abatement of ACM Ceiling Texture per Square Foot \$ 4.50 Per FT²

UNIT PRICE #4 in writing:

Four dollars and 50/100 Dollars @ FT²

#5. Abatement of Roof Flashing per Square Foot \$ 3.00 Per FT²

UNIT PRICE #5 in writing:

Three dollars Dollars @ FT²

#6. Remobilization of Abatement Crew to Project per Trip \$ 500.00 Per Trip

UNIT PRICE #6 in writing:

Five hundred dollars _____ Dollars/Trip

#7. Hourly Rate for Abatement Supervisor \$ 42.00 Per Hour

UNIT PRICE #8 in writing:

Forty-two dollars _____ Dollars/ Hour

The undersigned Offerer, pursuant to the foregoing invitation for Proposals, has carefully examined the Instructions to Offerers, this Proposal, the Supplemental Conditions, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Specifications, the Plans, and also the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all the work as provided in the Contract Documents; and binds himself upon formal acceptance of his Proposal to execute a contract and bonds, according to the prescribed forms, for the following prices to-wit:

Priority Services

The undersigned, if awarded a contract, agrees to substantially complete all work covered by these Contract Documents within the number of consecutive calendar days shown in the Proposal form, from and including the day established for the start of work by written work order to be issued by Johnson County or Environmental Consultant.

In the event that the Base Proposal project is not completed in accordance with the preceding schedule, Johnson County will assess liquidated damages in the amount of \$ 650 per calendar day as indicated in the General Conditions plus Environmental Consultant fees, air monitoring and laboratory fees, and any other Environmental Consultant fees accrued during the liquidation phase.

Within eleven (11) business days after formal acceptance of this Proposal by a Notice of Award of contract, the undersigned will execute the Contract Agreement on the eleventh working day, as per the NESHAP 10-day notification, and will furnish approved surety bonds and such other bonds as required by the Contract Documents for the faithful performance of the Contract. In the event the Contract Agreement and bonds are not executed within the time above set forth, the attached Proposal security is to become the property of Johnson County as liquidated damages for the delay and additional work caused thereby.

Furthermore, Offerer agrees to reimburse any Texas Department of Safety Health Services penalties and any legal and/or court costs to Johnson County and/or the Environmental Consultant if the Contract Agreement is not executed within the time above set forth or completed as specified herein.

Receipt is acknowledged of the following addenda:

Addendum No. 1 7/29/05 HW

Addendum No. 2 8/1/05 HW

Addendum No. 3 8/1/05 HW

Respectfully Submitted:

By: Heath Watson
Signature

Heath Watson Estimator
Printed Name and Title

2569 Gravel Dr.
Street Address or P.O. Box #

Ft. Worth, TX 76118
City, State, Zip Code

Attested By:

[Signature]
Signature of Attestor

GARY CALDWELL PRES
Printed Name and Title

(SEAL) Required if Offerer is a Corporation.