

AGREEMENT FORM

THIS AGREEMENT is between St. Charles Parish, Louisiana, (hereinafter called OWNER)
and PETROTECH, INC.

_____ (hereinafter called CONTRACTOR).
entered into this 18th day of June 1997.
OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set
forth, agree as follows:

1. WORK.

1.1. CONTRACTOR shall complete Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of telemetry system equipment at drainage pump stations.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

1996 Telemetry System Additions.

2. ENGINEER.

2.1. CH2M HILL is hereinafter called ENGINEER and is to act as OWNER's representative, assume duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIMES AND LIQUIDATED DAMAGES.

3.1. Contract Times:

3.1.1. CONTRACTOR will achieve Substantial Completion within 120 days from the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.13 of the General Conditions within 150 days from the date when the Contract Times commence to run.

3.2. Liquidated Damages:

3.2.1. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. OWNER and CONTRACTOR also recognize the delays,

expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER ONE HUNDRED FIFTY dollars (\$150.00) for each day that expires after the time specified in paragraph Contract Times above, for Substantial Completion until the Work is substantially complete.

3.2.2. After Substantial Completion, if CONTRACTOR neglects, refuses, or fails to complete the remaining Work within the Contract Times or any proper OWNER-granted extension thereof, CONTRACTOR shall pay OWNER ONE HUNDRED FIFTY Dollars (\$150.00) for each day that expires after the time specified in paragraph Contract Times above for completion and readiness for final payment.

3.2.3. OWNER shall recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by OWNER.

4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work and in accordance with the conformed Proposal, which is included as an Exhibit to this Agreement, the amount of:

Three Hundred Seventy Seven Thousand Eight Hundred Forty Six Dollars
(Words)

and no Cents \$ 377,846.00
(Words) (Figures)

The above lump sum amount reflects OWNER's adoption of the following alternates: Alternates 1 through 7

5. RETAINAGE.

5.1. Prior to Substantial Completion, OWNER shall retain from progress payments 10 percent of the value of Work completed. Following Substantial Completion, OWNER shall retain from progress payments an amount, not to exceed 5 percent of the value of the Work complete, sufficient to ensure completion of the Work and to pay all Liens, claims, or other obligations of the CONTRACTOR currently outstanding.

6. INTEREST.

6.1. Monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1/2 percent per month.

7. CONTRACTOR'S REPRESENTATIONS.

7.1. In order to induce OWNER to enter into this Agreement, CONTRACTOR's representations are as set forth as follows:

7.1.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.

7.1.2. CONTRACTOR has studied carefully reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents.

7.1.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, studies, and reports (in addition to or to supplement those referred to above) which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.

7.1.4. CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by paragraph 4.3 of the General Conditions.

7.1.5. CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examinations, investigations, explorations, tests, studies, and reports with Contract Documents.

7.1.6. CONTRACTOR has given ENGINEER written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract

Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

8. CONTRACT DOCUMENTS.

8.1. The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning Work are defined in paragraph 1.10 of the General Conditions.

8.2. Except for the Notice to Proceed, Drawings, and Addenda, these Contract Documents are also listed in the Table of Contents and are bound in one volume, identified as Proposal Requirements and Contract Documents for the Construction of 1996 Telemetry System Additions.

8.3. Drawings consist of a cover sheet and sheets numbered 2 to 12 inclusive, with each sheet bearing the following general title: "St. Charles Parish - 1996 Telemetry System Additions."

8.4. Addenda numbers 1 to 2, inclusive.

8.5. Exhibits to this Agreement include:

8.5.1. Conformed Proposal Form signed by CONTRACTOR.

8.5.2. Executed Performance and Payment Bonds.

8.5.3. Documents submitted by CONTRACTOR prior to execution of Agreement.

8.5.4. Owner's Ordinance No. 97-4-6

8.5.5. Contractor's Certificates of Insurance

9. MISCELLANEOUS.

9.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed 6 copies of this Agreement. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER St. Charles Parish
Chris A. Tregre
 By Chris A. Tregre
 Date June 18, 1997

CONTRACTOR PETROTECH, INC.
Douglas W. Moore
 By Douglas W. Moore, President
 Date May 8, 1997

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: Gean Bechel
 Council Secretary

Trey E. Smith

Address for giving notices

P.O. Box 302
Hahnville, LA 70057

(If OWNER is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Agreement.)

Address for giving notices

P.O. Box 503
Belle Chase, LA 70037

License No. 13827

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION