

DEP CONTRACT NO. SP644
AMENDMENT NO. 2

THIS CONTRACT as entered into on the 23rd day of February, 2005, and amended on the 3rd day of March, 2009, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and CDM CONSTRUCTORS, INC. (hereinafter referred to as the "Contractor") is hereby amended.

WHEREAS, the Contractor has been unable to complete the work in accordance with the original schedule; and,

WHEREAS, a no-cost contract extension to allow for completion of the work is in the best interest of the State; and,

WHEREAS, the parties hereto understand and agree that they are currently engaged in the dispute resolution process described in Paragraph 20 of the Contract to address disputes including, but not limited to, those related to removal of a spray evaporation system and cleaning of the NGS-N lined reservoir, completion of process water management tasks and the volume of ponded process water subject to liquidated damages, completion of closure construction tasks, the start date for the assessment of closure construction liquidated damages, restoration of certain site infrastructure to an operable and maintained condition; and the parties further agree that such disputed matters as identified under Paragraph 20 of the Contract are not affected by this amendment.

NOW, THEREFORE, the Contract is hereby amended as follows:

Paragraph 5 is hereby revised to change the completion date of the Contract from February 22, 2010 to August 22, 2010 (an extension of six (6) months). However, based on the Contractor's updated closure construction schedule, it is understood and agreed that the work outlined in the Contract is to be completed by June 30, 2010. The remainder of the extension period will be used for contract closeout.

The parties hereto understand and agree that this Contract extension does not release the Contractor from the liquidated damages outlined in paragraph 8 of the Contract or any dispute resolution agreements under paragraph 20 affecting the liquidated damages language. This amendment notwithstanding, for purposes of the assessment of liquidated damages, the end date of the contract period shall remain the original completion date established in the Contract prior to execution of Amendment No. 2 (to wit: February 22, 2010).

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

CDM CONSTRUCTORS, INC.

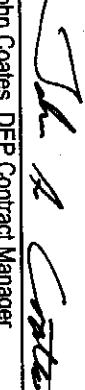
By: 

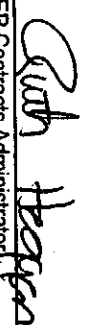
Date: 02/19/2010

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: 
Richard M. Cantrell
Director, Division of Water Resource
Management or designee

Date: Feb. 22, 2010


John Coates, DEP Contract Manager


Ruth Hepler
DEP Contracts Administrator

Approved as to form and legality:


DEP Attorney