

CHANGE ORDER FORM
DEP Contract No. SP644
Page 1 of 2

Change Order No.: SP644-003 **Contractor Name:** CDM Constructors, Inc. (CDM)

Contractor Contract Manager: Dean Carter **Phone No:** (407) 660-6423

Description of Change(s) (Attach additional documents if referenced in description below.):

Activity Reference Code ¹	Change(s) authorized by this Change Order	Deliverable(s) and Due Date(s)	DEP Deliverable Review in Work Days	Payment Method	Dollar Value of Change (+ or -) ²	Change in Payment Basis
C2a	Pursuant to paragraph 34 and Attachment C of DEP Contract No. SP644, this Change Order provides a price adjustment for the fluctuation in liner resin costs for the 80-mil HDPE liner material for the NGS-S reservoir under Task C2a. The documentation submitted with CDM's June 9, 2005, letter and the Engineer's June 14, 2005, review correspondence supports a minimum price increase of \$0.0465 per square foot after considering an escalation corresponding to 3% per year from the November 2004 Base Liner Resin Unit Cost. The price adjustment results in an increase of \$168,208 in the NGS-S liner lump sum amount from \$2,054,000 to \$2,222,208.	See changes to Deliverables on Attachment C as attached herein.	No Change	No Change	\$168,208.00	Yes

Total Increase or Decrease in Project Costs resulting from this Change Order: \$168,208.00

Ceiling Amount of Contract Impacted? (Yes or No) Yes

Total Impact on Ceiling Amount all Change Orders (SP644-001 to SP644-003) to Date: (\$560,647.00)

Ceiling Adjustments made by Amendments (____ to ____) to Date: \$0.00

Current Ceiling Amount Adjustments Needed: (\$560,647.00)

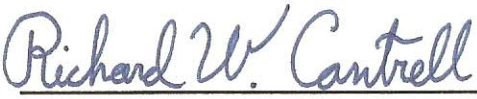
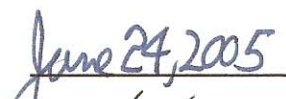
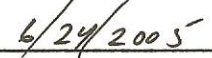
Notes: ¹Activity Reference Code shall conform to the activity code system established in Attachment C. ²Contractor understands that all funding for DEP Contract SP644 is established by authorized funding increment amounts. This Change Order does not increase or decrease the authorized funding increment amount of the Contract. All changes in authorized funding increment amounts shall be processed by letter or contract amendment as addressed in paragraph 7 of the Contract.

CHANGE ORDER FORM
DEP Contract No. SP644
Change Order No. SP644-003, Page 2 of 2

Change(s) in Contract Completion Date Needed as a Result of this Change Order:

Current Contract Completion Date (without renewals):	February 22, 2010
Completion Date of Contract (without renewals) impacted by this Change Order? (Yes or No)	No
Increase or Decrease, in Calendar Days, Needed as a Result of this Change Order:	0
Total Increase/Decrease, in Calendar Days, Needed as a Result of all Change Orders (SP644-001 to SP644-003) to Date:	0
Completion Date Changes (in Calendar Days) Authorized by Amendments (____ to ____) to Date:	0
Current Completion Date Changes, in Calendar Days, Needed by Amendment:	0

This Change Order is a modification to the Contract between the Contractor and the Department (DEP), and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the Department and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract sum the Contractor hereby releases Department from all claims, demands or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between the Department and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Change Order unless expressly provided herein.

Approval Required	Signature	Date
Director or Deputy Director, Division of Water Resource Management (Contract Authority, DEP):		
DEP Contract Manager, Bureau of Mine Reclamation:		
Vice President, CDM Constructors Inc.:		

List of Attachments/Exhibits Included with this Change Order:

Specify Type/Reference	Title/Description of Document	Number of Pages
CDM's June 9, 2005 letter	CDM's June 9, 2005 letter for requested change order.	12
Engineer's June 14, 2005 review correspondence	Ardaman & Associates, Inc. June 14, 2005 review of supporting documentation and cost comparison calculations.	2
DEP Contract No. SP644, Attachment C	Attachment C, Payment and Deliverable Schedule revised per Change Order SP644-003	6
DEP Contract No. SP644, Attachment C, Table 1	Attachment C, Table 1 Closure Task Breakdown revised per Change Order SP644-003	1

cc: Gwenn Godfrey, Procurement Section (MS93)
DEP Contracts Disbursements Section (MS78) - 2 Copies



2301 Maitland Center Parkway, Suite 300
Maitland, Florida 32751
tel: 407 660-2552
fax: 407 875-1161

June 9, 2005
Mr. John Coates
Contract Manager
Florida Department of Environmental Protection
Bureau of Mine Reclamation
2051 East Dirac Drive
Tallahassee, FL 32310

**RE: NGS South Compartment Liner Resin Cost Adjustment Change Order
FDEP Contract Number SP644**

Dear Mr. Coates,

CDM Constructors Inc. hereby submits the following change order amount to the contract due to an increase in the liner resin cost. The change order has been calculated in accordance with the provisions of Attachment C "Payment and Deliverable Schedule". The total amount of the change order is an increase of \$168,208.40 to the contract amount. This change order applies to the liner work in the NGS South compartment only. The other liner work scheduled for 2005 will be adjusted as the final neat quantities are agreed upon.

Attached is a spreadsheet with the calculations showing how the change order amount was calculated along with the required supporting documentation from the liner manufacturers and resin suppliers.

Please advise if this change is acceptable to the Department. Feel free to call me at 407-660-6423 if you have any questions.

Sincerely,
CDM Constructors Inc.

Dean Carter
Senior Project Manager

Cc: Phil Coram
Richard Slovarp

Method 1. Change in Liner Sheet Unit Price

Qty Estimate	GSE (80mil HDPE)		
		\$ / sf	
Smooth	1,430,000 Nov. '04	\$0.278	\$397,540.000
SS Tex	480,000	\$0.288	\$138,240.000
DBL Tex	1,625,000	\$0.300	\$487,500.000
	=====		=====
	3,535,000		\$1,023,280.000

Avg cost: **\$0.28947**
 Avg cost after adjusting
 3%/yr for 3 mos.: **\$0.292**

Smooth	1,430,000 Feb. '05	\$0.347	\$496,210.00
SS Tex	480,000	\$0.363	\$174,240.00
DBL Tex	1,625,000	\$0.380	\$617,500.00
	=====		=====
	3,535,000		\$1,287,950.000

Avg cost: **\$0.36434**

Change in unit cost after accounting for
 3% per year from November 2004: **\$0.0727** per sf

Qty Estimate	AGRU (80mil HDPE)		
		\$ / sf	
Smooth	1,430,000 Aug. '04	\$0.254	\$363,649.00
SS Tex	480,000	\$0.269	\$129,312.00
DBL Tex	1,625,000	\$0.282	\$457,437.50
	=====		=====
	3,535,000		\$950,398.500

Avg cost: **\$0.26885**
 Avg cost after adjusting
 3%/yr for 3 mos.: **\$0.271**

Smooth	1,430,000 Jan. '05	\$0.347	\$496,639.00
SS Tex	480,000	\$0.385	\$184,800.00
DBL Tex	1,625,000	\$0.385	\$625,625.00
	=====		=====
	3,535,000		\$1,307,064.000

Avg cost: **\$0.36975**

Change in unit cost after accounting for 3% per
 year from November 2004: **\$0.0989** per sf

Bold numbers represent the "documented change in liner sheet unit price from at least two liner manufacturers (expressed in dollars per square feet)"

Result:
 [(\$0.0727 / sf) x (multiplied by the Estimated 3,073,500 sf Neat lined area)] x (multiplied by 1.10 for waste and o-lap) = **\$245,788.66**

Method 2. Change in Liner Resin Unit Price

Chevron Phillips **\$0.11** per pound GSE **\$0.11** per pound

Bold numbers represent the "documented change in liner resin unit price from at least two liner manufacturers (expressed in dollars per pound)"

Adjustment for 3% Escalation per year 3% 0.25 0.75% Increase in 3 Months
 Liner Resin November 2004 Price \$0.64 per pound \$0.0048 Price Escalation

Adjusted Liner Resin Increase \$0.1052 per pound

Change in unit cost after accounting for
 3% per year from November 2004: **\$0.0465** per sf

Result:
 [(\$0.1052 lb) x (.442 for 80mil textured) x (multiplied by the Estimated 3,073,500 sf Neat lined area)] x (multiplied by 1.10 for waste and o-lap) = **\$157,204.11**

Summary. Lower of Method 1 or 2 Adjustment to Pricing

Lowest Change in cost after accounting
 for 3% per year from November 2004: **\$157,204.11**
 CDM Markup: **\$11,004.29**
 =====
 Total Calculated Change Order Amount: **\$168,208.40**



QUOTATION

Tommy Topp
Comanco Environmental
Fax: 863-428-7405

Project Number: 05011475
Project Name: Piney Point NGS North Pond
Location: Palmetto, FL
Application:
Bid Date: January 14, 2005
Terms: Net 60 days
Taxes: Excluded

Product	Quantity	Roll Size (ft)	F.O.B.	Unit Price	Total Price	Warranty
80 mil HDPE Smooth	1,432,800 SF 199 rolls	22.5' x 320'	Palmetto, FL	.3473/sf	\$497,611.44	Agru Standard
80 mil HDPE Microspike® Single-Sided	482,816 SF 64 rolls	23' x 328'	Palmetto, FL	.385/sf	\$185,884.16	Agru Standard
80 mil HDPE Microspike®	1,629,504 SF 216 rolls	23' x 328'	Palmetto, FL	.385/sf	\$627,359.04	Agru Standard

Note: Prices are valid for 30 days from date of quotation.

Exceptions/Clarifications and Special Requirements: Ardaman Spec's

Comments:

- ◆ Unless otherwise specified, Agru America standard material specification values and testing will apply for this quotation and the Customer agrees that Agru America standard values will be acceptable according to this quote.
- ◆ Agru America Standard Warranty shall apply.
- ◆ Agru America General Terms and Conditions will apply.
- ◆ If the material quantity changes from the above square footage, a revised quotation must be issued.
- ◆ Agru America reserves the right to pass along any verifiable resin increases from the resin supplier up to time of material shipment.
- ◆ Shipping dates are estimates only and Agru America will not be held liable for any delays due to shipping.
- ◆ Any costs associated with third party testing will be the responsibility of the customer.

Customer Acknowledgment

P. O. No.: _____

Signature: _____

Date: _____

Title: _____

Please return to:

Rick Cannon

Fax: 843-527-2738

Your material supplier – not your competition!



QUOTATION

Joe Benz
Comanco

FAX #: 863-428-7405

Project Number: 040827101
Project Name: Piney Point Stack Closure
Location:
Application:
Bid Date: August 27, 2004
Terms:
Taxes: Excluded

AUGUST 2004

Product	Quantity	Roll Size (ft)	F.O.B.	Unit Price	Total Price	Warranty
80 mil HDPE Smooth	3,319,525 SF 349 rolls	22.5' x 410'	Palmetto, FL	.2543/sf	\$818,725.21	Agru Standard
80 mil HDPE Microspike® Double-Sided	3,038,170 SF 319 rolls	23' x 410'	Palmetto, FL	.2815/sf	\$846,799.86	Agru Standard
80 mil HDPE Microspike® Single-Sided	405,490 SF 43 rolls	23' x 410'	Palmetto, FL	.2694/sf	\$109,239.00	Agru Standard
60 mil HDPE Smooth	1,256,850 SF 133 rolls	22.5' x 420'	Palmetto, FL	.1922/sf	\$241,566.57	Agru Standard
60 mil HDPE Microspike®	1,255,800 SF 130 rolls	23' x 420'	Palmetto, FL	.2134/sf	\$267,987.72	Agru Standard
40 mil HDPE Smooth	2,598,125 SF 205 rolls	22.5' x 650'	Palmetto, FL	.1302/sf	\$390,355.88	Agru Standard
40 mil HDPE Microspike®	3,001,500 SF 261 rolls	23' x 500'	Palmetto, FL	.1453/sf	\$436,117.95	Agru Standard
5mm HDPE Weld Rod	11,000/lb	22/lb Spools	Palmetto, FL	\$2.00	\$22,000.00	Agru Standard

Note: Prices are for shipments by end of September, 2004.

Exceptions/Clarifications and Special Requirements: Specifications are under review.

Comments:

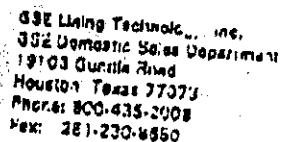
- Unless otherwise specified, Agru America standard material specification values and testing will apply for this quotation and the Customer agrees that Agru America standard values will be acceptable according to this quote.
- Agru America Standard Warranty shall apply.
- Agru America General Terms and Conditions will apply.
- If the material quantity changes from the above square footage, a revised quotation must be issued.
- Agru America reserves the right to pass along any verifiable resin increases from the resin supplier up to time of material shipment.

2543

2815

2694

3,110,700



Page: 1 of 1
GSE Project Number: 516150
GSE Customer Number: 119293
GSE Quote Number: 38772
Customer Reference: 516150

SALES QUOTATION

Quote To: Comenco Environmental Corp.
7911 Professional Place
Tampa FL 33637

Project: Piney Point Stack Closure, PH 3
3095 Highway 640
Mulberry FL 33800

Phone: 813 988-8829

File: 913 988-8779

Phone:

Fax:

Payment Terms: Subject to approved credit
Shipping Terms: F.O.B. Jobsite

Delivery Instructions: :Must deliver by 12/31/04

Line No.	Order Date	Order Description	Item No.	Unit	Quantity	Unit Price	Extended Price
11	11/22/04	80 ml Avg GSE Welo Edge Text. Bk, HLT, 2 Side Tex, 22.5'	H0T080AW00	SF	1,525.000	3000	457,500.00
12	11/22/04	80 ml Avg GSE HD Bk, HD, Smooth, 22.5'	H0E080A900	SF	1,430.000	2780	397,540.00
13	11/22/04	80 ml Avg GSE HD Textured Bk, HLT, 1 Side Tex, 22.5'	H0T080A000	SF	440.000	2880	126,720.00

Special Conditions:

Quote Total US\$ 1,023,280.00

Quote Total US\$ 1,023,280.00

10-12-77 10:00 AM

[illegible]

USA reserves the right to accept into custody, detain and deport any alien who is inadmissible under the Immigration and Nationality Act, and to deny entry to any alien who is inadmissible under the Immigration and Nationality Act.

Any change in business arrangements, if there is to be any, should be made before the 15th of the month.

[illegible]

100-443888-100

SEE General Terms and Conditions of Sale, attached hereto and incorporated by reference.

NOTE: CSF Lease Company, Inc. is a U.S. based firm providing lease financing services.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 7/17/01 BY 60322

Comments:

CONFIDENTIAL

GSC 1.0.0.0

CONFIDENTIAL

Accepted by:

REC'D - June 5, 1962



GSE Lining Technology, Inc.
GSE Domestic Sales Department
15103 Gundle Road
Houston, Texas 77073
Phone: 800-435-2003
Fax: 281-230-8550

Page: 1 of 1

GSE Project Number: 516150
GSE Customer Number: 119293
GSE Quote Number: 38847 QS
Customer Reference: 516150

SALES QUOTATION

Quote To: **Tommy**
Comanco Environmental Corp.
7911 Professional Plaza
Tampa FL 33637

Project: Piney Point Stack Closure, PH 3
3095 Highway 840
Mulberry FL 33860

REVISED
11/3/05

Phone: 813 988 8829

Fax: 813 988-8779

Phone:

Fax:

Payment Terms: Subject to approved credit
Shipping Terms: F.O.B. Jobsite

Delivery Instructions: Must deliver by 3/31/05

Line No.	Order Date	Delivery Date	Description	Part Number	Unit	Quantity	Unit Price	Extended Price
9	01/13/05	03/31/05	90 mil Avg GSE Weld Edge Text. 3k. HDT, 2 Side Tex, 22.5'	HDT060AW00	SF	1,825,000	3800	67,550.00
9	01/13/05	03/31/05	30 mil Avg GSE HD 9k. HD, Smooth, 22.5'	HDE080A000	SF	1,450,000	3470	498,210.00
10	01/13/05	03/31/05	80 mil Avg GSE HD Textured 8k. HD, 1 Side Tex, 22.5'	HST080A000	SF	480,000	3530	174,240.00

Special Conditions:

Quote Total US\$ 1,287,950.00

Price Escalation: The prices for products are firm for 30 days from the date of this Quotation. A purchase order from the Customer must be received within the 30 day period and Customer must agree to the delivery of products within 30 days of issuance of a GSE Order Acknowledgment, or the prices for these products will increase according to the following provisions:

a. Prices for GSE resin-based products are subject to escalation based on changes in the price for resin as published in *Plastics News* on the 15th of every month. Under Voluntary Thermoplastic HDPE & LDPE extrusion-based products greater than 30 Million Pounds. Current prices are based on resin prices at the time of quotation, and are subject to change when *Plastics News* publishes price changes. If the above provision is not met, prices for products will change to published prices in *Plastics News*. Price changes will be applied proportionally to each product based on that product's source's weight per unit.

b. Prices for non-GSE manufactured materials are subject to price changes based on supplier's increase.

Material Warranty: All products are sold with GSE's Standard Limited Material Warranty. GSE will "pass through" the original manufacturer's warranty for all products not manufactured by GSE. Unless otherwise agreed in writing by a GSE authorized representative, GSE's standard product values, quality control testing procedures, and documentation apply to the products.

Shipping Policy: GSE Standard Inventory can be shipped to drive (31 to 60) working days after a GSE Order Acknowledgment is issued to Customer. All geographically proximate and seasonal orders will be shipped in covered vans and stacked horizontally. Delivery or flatbed trailers will incur a 25% freight surcharge.

Substitution of Products: GSE reserves the right to substitute material manufactured at any of its U.S. plants. GSE needs to substitute comparable material, and it will make reasonable efforts to notify Customer of any substitution.

Product Quantity Revisions: Any change in product, specification, or quantity by Customer will require a revised quotation and Order Acknowledgment. If Customer elects to purchase only a portion of the products acknowledged, GSE shall have the right to adjust the pricing to reflect the impact of such action.

Lead Time: All lead times are approximate. Traveling will be based on actual rate length shipped.

Taxes: Taxes are calculated separately at the shipping jurisdiction's sales tax rate in effect. Property, sales exemption or direct payments must be presented to GSE and accepted by the accounts of GSE General Terms and Conditions of Sale.

Terms and Conditions: GSE General Terms and Conditions of Sale, attached hereto, shall apply to all transactions. Acceptance of your purchase order is expressly made conditional on your acceptance of GSE General Terms and Conditions of Sale.

EEO: GSE Lining Technology, Inc. is an Equal Employment Opportunity Employer.

Comments:

CONFIDENTIAL

For environmental solutions, let us come to GSE
A Gundle Environmental, Inc. Company

Accepted by:

Rev01 Date 8/24/04



John R. Kulasa
Pricing Manager
Polyethylene Americas

10001 Six Pines Drive
The Woodlands, TX 77380

P. O. Box 4910
The Woodlands, TX 77387-4910

Phone: 832-813-4467
Fax: 832-813-4410

kulasjr@cpchem.com

www.cpchem.com

February 22, 2005

Tracy Bradford
GSE Lining Technology, Inc.
19103 Gundle Road
Houston, TX 77073
Fax: (281) 230-6736

Dear Tracy Bradford:

This letter verifies that GSE's price for Marlex® resin from Chevron Phillips Chemical Company LP has increased by at least eleven-cents (\$0.11) per pound between November 1, 2004 and February 22, 2005.

This letter does not obligate the parties in any manner, nor modify any existing arrangements, if any.

We appreciate your business and thank you for your continued support of Marlex®, Marflex™, and mPact® resins. Please contact your Chevron Phillips polyethylene sales representative if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John R. Kulasa", followed by a horizontal line.

John R. Kulasa
Pricing Manager
Polyethylene Americas
Chevron Phillips Chemical Company



GSE Lining Technology, Inc.



19103 Gundie Road
Houston, Texas 77073
800-435-2008
281-443-8564
Fax: 281-875-6010

December 1, 2004

Dear Valued Customer:

World wide oil and gas prices have reached historic highs and show no signs of moderating in the near future. As a result, there now seems to be no end to the cost increases for thermoplastic resins in the United States. To review the Plastics News Resin Price Index changes that took place in 2004:

- HDPE has had 6 changes, going from \$.57 in January to \$.74 in November, a **30% increase**.
- LLDPE has had 6 changes, going from \$.61 in January to \$.78 in November, a **28% increase**.
- Polypropylene has had 9 changes, going from \$.48 in January to \$.69 in November, a **44% increase**.

In November alone, the Plastics News Price Index increased \$.06 for HDPE, LLDPE and Polypropylene. This is an unprecedented increase for this time of the year. Since 1996 there have been only five Index changes in November, four of which went down and one went up, but none greater than \$.02.

For your information and for you to continue the education of your customers, a further increase of \$.06 has been announced for December 2004 and there is a possibility of another increase in March 2005. Should you have a need for copies of the resin suppliers price increase announcements, please contact your Regional Sales Manager.

On top of all these resin increases are the increases in freight costs that have occurred this year in the form of rate increases and fuel surcharges along with reduced availability of trucks. We fully expect this trend to continue and perhaps accelerate in 2005.

Based on these events, you will see substantially higher prices for all geosynthetics materials in 2005. There are no alternatives other than to pass these costs through to the end customer/owner. You should pay very close attention to quotation validity dates and inform your customers of these imminent price increases as well as the strict adherence to price validity periods.

The following changes have been made to your Price Book in this update:

- As a result of the recent cost increases in HDPE, LLDPE and PP, pricing has been increased on **Geomembranes, Geonets, Geocomposites and Geotextiles**.
- The Rolls per Truck and Sq Ft per Truckload for **HST, LUS and LUT** products with Minimum thickness have been revised.
- The **GSE HD Textured – Weld Edge** products have been added to the Price List.

For environmental lining solutions . . . the world comes to GSE.®

A Gundie/SIT Environmental, Inc. Company

www.gseworld.com



- The **Bentofix** NWL35 has been added to the Price List. All **Bentofix** prices have been increased due to added costs of raw materials and the freight cost increase to move the material from its source to our manufacturing facility.
- The **Liner Store Price List** has been updated.
- The **Domestic General Terms and Conditions of Sale** has been revised to correct a typo on the interest rate shown in Item 3 – Payment.

We cannot emphasize enough the importance of recognizing the need to increase prices for those projects scheduled to be manufactured in 2005. As always, we will make every effort to remain competitive in the marketplace and as conditions change relating to the cost of resins and fiber, we will make further adjustments.

If there are any questions, please feel free to contact your Regional Sales Manager, David Leggett or me.

Sincerely,

A handwritten signature in cursive script, reading "Gary R. Joachim".

Gary R. Joachim
Vice President, Sales & Marketing



November 2, 2004

Larry Holmes
COMANCO
7911 Professional Place
Tampa, FL 33637

Larry:

There have been further cost increases in HDPE and LLDPE resins and Polypropylene Fiber and GSE needs to adjust pricing of those products comprised of these materials. A copy of the article in Plastic News is attached for your reference. For your information and continued education of your customers, further increases have been announced to the industry for 2005. As a result of the recent cost increases in HDPE, LLDPE and PP, pricing on Geomembranes, Geonets, Geocomposites and Geotextiles have been increased. Since our last update in June, the HDPE and LLDPE resin index has gone up 15% and the PP index has increased 9%.

Heading into 2005 another 16.2% increase is projected across the board, effective December 1, 2004.

As in the past, we will honor outstanding quotes through their validity dates and will work with you to explain these events to your customers. Together we must educate our common end customers and protect ourselves against being caught in supplying products at prices that don't reflect the cost increases described above. GSE encourages you to likewise enforce bid validity dates and introduce the use of escalation provisions in your bids to help minimize the effects of these immediate cost increases.

As one of our valued customers, we have a vested interest in your success and will make every effort to continue to provide you with competitively priced products. We will keep you informed of price changes as they occur and help communicate these events to your customers.

Thank you for your continued support and understanding. If there are any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "David Leggett". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

David Leggett
Vice President,
North America Dealer Sales

GSE Lining Technology, Inc.
19103 Gundle Road, Houston, TX 77073-3598
800/435-2008 (Toll) - 281/443-8564 (Business) - 281/875-6010 (Fax)



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Resin pricing

Volume Thermoplastics

HDPE

Extrusion Sheet

Annual volumes greater than 20 million pounds.

All prices are estimated U.S. market prices, in cents per pound, for prime resin, unfilled, natural color, FOB supplier, unless otherwise indicated.

"Change Date" represents issue dates when *Plastics News* published a change in our weekly price chart, as well as the week when the file was updated most recently. Our published prices indicate when we became aware of and confirmed with North American buyers and suppliers that prices actually changed in the market.

Change Date	Low	High	Avg
12-Aug-96	46.0	48.0	47.0
17-Feb-97	44.0	46.0	45.0
14-Apr-97	47.0	49.0	48.0
11-Aug-97	45.0	47.0	46.0
08-Sep-97	43.0	45.0	44.0
27-Oct-97	41.0	43.0	42.0
09-Feb-98	40.0	42.0	41.0
16-Mar-98	39.0	41.0	40.0
13-Apr-98	38.0	40.0	39.0
11-May-98	37.0	39.0	38.0
08-Jun-98	36.0	38.0	37.0
13-Jul-98	35.0	37.0	36.0
17-Aug-98	34.0	36.0	35.0
21-Sep-98	33.0	35.0	34.0
19-Oct-98	32.0	34.0	33.0
30-Nov-98	31.0	33.0	32.0
21-Dec-98	30.0	32.0	31.0
01-Feb-99	29.0	31.0	30.0
01-Mar-99	30.0	32.0	31.0
12-Apr-99	31.0	33.0	32.0
07-Jun-99	34.0	36.0	35.0

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13-Sep-99	37.0	39.0	38.0
01-Nov-99	39.0	41.0	40.0
10-Jan-00	37.0	39.0	38.0
14-Feb-00	36.0	38.0	37.0
20-Mar-00	39.0	41.0	40.0
17-Apr-00	42.0	44.0	43.0
04-Sep-00	41.0	43.0	42.0
16-Oct-00	40.0	42.0	41.0
20-Nov-00	39.0	41.0	40.0
29-Jan-01	38.0	40.0	39.0
12-Feb-01	43.0	45.0	44.0
19-Mar-01	46.0	48.0	47.0
11-Jun-01	43.0	45.0	44.0
02-Jul-01	40.0	42.0	41.0
13-Aug-01	37.0	39.0	38.0
12-Nov-01	35.0	37.0	36.0
14-Jan-02	32.0	34.0	33.0
11-Mar-02	35.0	37.0	36.0
15-Apr-02	37.0	39.0	38.0
17-Jun-02	40.0	42.0	41.0
12-Aug-02	42.0	44.0	43.0
04-Nov-02	41.0	43.0	42.0
20-Jan-03	46.0	48.0	47.0
10-Mar-03	58.0	60.0	59.0
07-Apr-03	52.0	54.0	53.0
16-Jun-03	50.0	52.0	51.0
04-Aug-03	48.0	50.0	49.0
29-Sep-03	53.0	55.0	54.0
26-Jan-04	56.0	58.0	57.0
17-May-04	58.0	60.0	59.0
16-Aug-04	62.0	64.0	63.0
27-Sep-04	67.0	69.0	68.0
01-Nov-04	67.0	69.0	68.0

Coates, John

From: Fuleihan, N (Priority) [NFuleihan@ardaman.com]
Sent: Tuesday, June 14, 2005 9:06 PM
To: Coates, John
Cc: Coram, Phil; Dean Carter (E-mail); Werner, Rob; John Cameron (E-mail)
Subject: RE: Revised Liner Resin Change Order Attached

John:

I have reviewed the documentation provided by CDM in support of a price adjustment attributed to changes in liner resin or liner sheet unit prices. Documentation provided in support of the increase in liner sheet unit price by two manufacturers, GSE and AGRU, is adequate, and the corresponding calculations (after discounting 3% for inflation) are correct. Based on the submitted information, the HDPE liner sheet unit price has reportedly increased by \$0.0727 per sf (GSE) to as much as \$0.0989 per sf (AGRU).

Documentation provided in support of the increase in resin unit prices (as opposed to HDPE liner sheet unit prices) is based on information provided by Chevron Phillips, a resin supplier, and GSE, a liner manufacturer. Since Chevron Phillips supplies GSE with the resin, I am not sure that these represent quotes from two different liner manufacturers. Nevertheless, since the increase in unit price of the HDPE sheet quoted by AGRU is greater than that quoted by GSE (see above), it would be reasonable to assume that the resin price increase quoted by Chevron Phillips/GSE would control and, hence, CDM has provided sufficient documentation in my judgment. The resin price has reportedly increased by \$0.11 per pound (relative to the BAFO liner resin price of \$0.64 per pound). CDM's calculations are correct and indicate an increase in resin price of \$0.1052 per pound (after discounting 3% for inflation), with a corresponding change in HDPE sheet unit cost of \$0.0465 per sf.

Attachment C of DEP Contract SP644 requires use of the lowest backfigured liner sheet unit price increase (i.e., \$ 0.0465 per sf) which CDM correctly calculated would result in a cost increase of \$157,204.11. With CDM's 7% mark-up, the calculated change order amount is \$168,208.40. Based on CDM's submittal and Ardaman's review, it is my professional opinion that CDM's change order request is reasonable as it is in general compliance with the criteria outlined in Attachment C of the Contract.

Nadim F. Fuleihan

-----Original Message-----

From: Coates, John [mailto:John.Coates@dep.state.fl.us]
Sent: Thursday, June 09, 2005 5:41 PM
To: Fuleihan, N (Priority)
Cc: Coram, Phil; Dean Carter (E-mail); Werner, Rob; John Cameron (E-mail)
Subject: FW: Revised Liner Resin Change Order Attached

6/15/05

Nadim,

The documentation and requirements for a price adjustment due to changes in liner resin prices are outlined in Attachment C of DEP Contract SP644. Would you provide the engineer's recommendation on the adequacy of the documentation and the cost calculations which were attached as part of CDM's request below for a change order based on increased liner resin prices.

Please let me know if any additional information is needed.

Sincerely,

John

John A. Coates, P.E.
Program Administrator, Phosphate and Technical Services
Bureau of Mine Reclamation

(850) 488-8217, ext. 17

-----Original Message-----

From: Carter, Dean [mailto:CarterDE@cdm.com]

Sent: Thursday, June 09, 2005 3:04 PM

To: Coates, John

Subject: Revised Liner Resin Change Order Attached

John,

Attached is PDF of cover letter and backup documents for the liner resin increase.

Dean

<<NGS South Compartment Liner Resin Cost Adjustment Change Order.pdf>> <<Resin Justification May 31 05.xls>> <<AGRU January 05.pdf>>
<<AGRU August 04.pdf>> <<GSE Quote.pdf>>

**ATTACHMENT C
PAYMENT AND DELIVERABLE SCHEDULE**

DESCRIPTION		Fixed-Price	Lump Sum Unit Rate	APPROVAL PERIOD ⁽⁵⁾	DELIVERABLES	PAYMENT BASIS ⁽⁸⁾
A. OPERATION AND MAINTENANCE						
OPERATION AND MAINTENANCE, Years 1-2		\$6,552,794	NA		Operation and Maintenance activities are to be reported in the "Piney Point Operation and Maintenance Status Report" (Monthly Status Report) to be submitted with the monthly Operation and Maintenance Invoices. The format for the Monthly Status Report shall provide sufficient detail and summary information for the Department Contract Manager to determine the extent to which contract requirements are being met. The specific format will be mutually agreed upon by the Contractor and the Department.	Monthly invoice line items shall be provided as follows: 1. During the first contract month only for Operation & Maintenance (O&M), an invoice line item shall include the price for "O&M Activities and Mobilization" based on the agreed upon lump sum allocation of \$ 375,000. 2. During the second month, and on a monthly basis thereafter, the lump sum O&M amounts shall be invoiced as "Site Operation & Maintenance Activities" based on the agreed upon O&M Monthly Lump Sum Allocation Values shown below for this Scope of Services. The invoice line item should reference the corresponding year and month for services. O&M Monthly Lump Sum Allocation Values, not to exceed: - Contract Year 1, Months 2-12 shall be \$ 268,600 / month - Contract Year 2, Months 1-12 shall be \$ 268,600 / month - Contract Year 3, Months 1-12 shall be \$ 149,950 / month - Contract Year 4, Months 1-12 shall be \$ 100,000 / month - Contract Year 5, Months 1-12 shall be \$ 79,939 / month Retainage: None, unless otherwise specified in Change Order after contract execution.
OPERATION AND MAINTENANCE, Years 3-5		\$3,958,663	NA			
A1	Site Operation and Maintenance (Including Process Water and Runoff Management, Inspections, Site Security, Mowing, Repairs, and Post-Closure Care & Maintenance)				Activity to be included on the Monthly Status Report.	
A2	Utilities (Power, excluding power used in process water consumption, Water, Domestic Wastewater, Refuse Collection, etc.)				Include KWH consumption in the Monthly Status Report.	
A3	Safety Training and Safety Compliance				1. Incident Reports to be included in the Monthly Status Report and verbal notifications provided to DEP Contract Manager as needed. 2. A copy of an Employee Training Log shall be provided monthly showing the required training for employees performing services under this contract, and either the planned or actual dates of corresponding employee training.	
A4	Groundwater Monitoring Plan Implementation				Reporting according to Discharge Monitoring Reports (DMRs) per Administrative Agreement, National Pollutant Discharge Elimination System (NPDES) permit, or other Department issued orders as may be effective, issued, or amended during contract period for the subject site/facilities.	
A5	Surface Water Monitoring Plan Implementation				Reporting according to DMRs per Administrative Agreement, NPDES permit, or other Department issued orders as may be effective, issued, or amended during contract period for the subject site/facilities.	
A6	Project Coordination, Direction & Reporting				Include activity summary information in the Monthly Status Report including Monthly Site Meeting minutes between DEP contract manager, Receiver, Engineer, and Contractor's team.	
A7	Liability Insurance Coverage (Including Pollution Liability)				Copy of effective Insurance Policy showing policy type, coverage limits, and policy term.	

Task A, Total Lump Sum: \$10,511,457

DESCRIPTION		Fixed-Price	Lump Sum Unit Rate	APPROVAL PERIOD ⁽⁵⁾	DELIVERABLES	PAYMENT BASIS ⁽⁸⁾
B. PROCESS WATER CONSUMPTION						
B1	Years 1-2, Up to 712.5 Mgal Consumption Years 3-5, Greater than 712.5 Mgal Consumption up to 950 Mgal Consumption Water consumption shall continue under contract terms for process water consumption; however, volumes greater than 950 Mgal are not billable beyond the lump sum amount, except as specified for Tasks B2 and B3. At the end of Years 1-2 from the effective start date for this task, any remaining lump sum balance of the Years 1-2 fixed-price, if any, will be paid upon satisfactory completion of Years 1-2 process water consumption tasks as outlined in this contract. At the end of Years 3-5 from the effective start date for this task, any remaining lump sum balance of the Years 3-5 fixed-price, if any, will be paid upon satisfactory completion of Years 3-5 process water consumption tasks as outlined in this contract.	\$ 7,624,007 \$ 2,021,268 \$ 0.00	\$ 10.70 / 1,000 gal. \$ 8.51 / 1,000 gal. \$ 0.00 / 1,000 gal.		Weekly Water Report spreadsheet including, but not limited to: - daily rainfall, pond water levels, and water volumes for each consumption method (i.e., Double-lime, RO, Spray Evaporation, or Spray Irrigation), - daily measured ammonia nitrogen and estimated total nitrogen concentrations at Outfall 003, - calculated daily total discharge load in lbs. for total nitrogen and ammonia nitrogen at Outfall 003, and - the total discharge volume at Outfall 003, the 15-day rolling average and 30-day rolling average ammonia nitrogen and total nitrogen load (in lbs.) at Outfall 003. The Weekly Water Report shall reflect the weekly period from Tuesday - Monday of a given week and be submitted to the Department within 48 hours of the end of the weekly period. The content and format for the Weekly Water Report shall be as agreed upon by the Department Contract Manager.	Monthly Invoice line items shall be provided as follows: 1. Each monthly invoice shall specify the total water consumption for each day in the period based on: - measured water consumption volumes (by final disposal / discharge method) for double lime, RO permeate, and/or spray irrigation discharges in accordance with Note ⁽¹⁾, and - spray evaporation consumption based on the reported Operation Factor for the period, and the agreed upon monthly adjusted baseline evaporative loss design rates in Note ⁽²⁾ corresponding to each Department approved spray evaporation system. Retainage: None, unless otherwise specified in Change Order after contract execution.
	Spray Evaporation Consumption Adjustment	See B1	See B1			2. An additional invoice line item shall be added to reflect any invoiced amount or credit to be applied for an anticipated semi-annual "Spray Evaporation Consumption Adjustment" that will be determined based on semi-annual water balance modeling results provided by the Engineer. The water balance modeling results, or an alternative method proposed by the Engineer where mutually agreed upon, will be used to determine the spray evaporation consumption taking into consideration the measured or estimated water inputs/outputs and changes in water inventory.
B2	Year 1, Additional 10.6 Mgal / inch rainfall above 55 inches Year 2, Additional 7.1 Mgal / inch rainfall above 55 inches Year 3, Additional 4.1 Mgal / inch rainfall above 55 inches	NA	\$ 12.40 / 1,000 gal. \$ 13.02 / 1,000 gal. \$ 14.66 / 1,000 gal.			3. Pursuant to the Contract terms, an additional invoice line item shall be added at the end of Years 1, 2, and 3 to reflect any additional "Contract Allowance for Rainfall greater than 55 inches/year."
B3	Year 1, Debited 10.6 Mgal / inch rainfall less than 50 inches Year 2, Debited 7.1 Mgal / inch rainfall less than 50 inches Year 3, Debited 4.1 Mgal / inch rainfall less than 50 inches	NA	\$ 5.63 / 1,000 gal. \$ 5.63 / 1,000 gal. \$ 1.66 / 1,000 gal.			4. Pursuant to the Contract terms, an additional invoice line item shall be added at the end of Years 1, 2, and 3 to reflect any "Contract Deduction for Rainfall less than 50 inches/year."
B4	Years 1-2, Allowance for variation in drainable pore water volume and rate Years 3-5, Allowance for variation in drainable pore water volume and rate	\$211,500 \$70,500	NA NA			5. A monthly invoice line item shall include a uniformly allocated "Pore Water Allowance" cost based on the lump sum amount for the indicated period. Accordingly, Years 1-2 shall be invoiced for a total not to exceed \$211,500, or \$8,812.50 / month and Years 3-5 shall be invoiced for a total not to exceed \$70,500, or \$1,985.34 / month.

Task B, Total Lump Sum: **\$9,927,275** ⁽⁹⁾

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DESCRIPTION		Fixed-Price	Lump Sum Unit Rate	APPROVAL PERIOD ⁽⁵⁾	DELIVERABLES	PAYMENT BASIS ⁽⁸⁾
C. CLOSURE CONSTRUCTION ACTIVITIES					Monthly submittals with Closure Construction Invoice: - Weekly construction meeting minutes, prepared by Engineer - Copies of agenda/minutes from ad hoc construction coordination and update meetings - Percent completion of each phase of each activity and work element - Conditional acceptance by Engineer of each phase/work element for invoicing of closure construction activities. See Note ⁽⁴⁾. End of Construction Phase: - Engineer's certification of completion of construction for each activity - As Built drawings for each activity	Invoice based on Percent Complete, approved by Third Party Engineer, of the lump sum amount for each construction phase and each work segment. Retainage: 25% of each submitted invoice amount, except as specified below for seeding activities, to be released following Engineer's conditional acceptance of a given phase/work segment. Upon completion, submittals shall include a copy of the Engineer's Completion of Construction Certification and As-built Drawings provided by the Contractor. Retainage - seeding subtasks/activities: 40%, with the retainage to be released six months after seeding activity resulting in successful establishment of grassed cover following approval of Engineer.
	RESERVOIR SLOPE COVER (All 4 Ponds)					
C1	Reservoir Slope Cover (All 4 Ponds)	\$6,454,324	⁽⁴⁾	10		
	PHASE III - NGS-S COMPARTMENT					
C2a	NGS-S Reservoir (2005)	\$4,158,450	⁽⁴⁾	10		
C2b	NGS-S Cap Area (2005)	\$742,309	⁽⁴⁾	10		
C2c	OGS Cap Areas (2005)	\$732,150	⁽⁴⁾	10		
C2d	NGS-N Relief Ditch (2005)	\$547,056	⁽⁴⁾	10		
C2e	Re-Closure of NGS-N Relief Ditch if Used for Disposal of Plant Scale (at FDEP's Option)	\$1,413,000	⁽⁴⁾	10		
	STACK SLOPES AND DITCHES					
C3a	Phase I Slopes - OGS (2005)	\$2,790,147	⁽⁴⁾	10		
C3b	Phase II Slopes - NGS (2006)	\$2,747,917	⁽⁴⁾	10		
	COOLING/SLUDGE PONDS & DITCHES					
C4a	NCP Closure	\$3,787,926	⁽⁴⁾	10		
C4b	SCP Closure	\$7,076,574	⁽⁴⁾	10		

Task C, Total Lump Sum: \$30,449,853

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DESCRIPTION		Fixed-Price	Lump Sum Unit Rate	APPROVAL PERIOD ⁽⁵⁾	DELIVERABLES	PAYMENT BASIS ⁽⁸⁾
	MISCELLANEOUS BILLABLE ITEMS					
E2	Transport Plant Scale to Stack (25,000 cy)	\$250,000	\$ 10.00 / cy	10	Documentation showing percent complete approval from Engineer for scale placement.	Invoice line items to be included on Construction Invoice based on percent task completion as approved by Engineer.
F5	Miscellaneous Lump Sum Costs other than Fluctuation and Plant Scale Costs	\$956,000	NA		Record keeping as required by state law.	Invoice as a separate lump sum line item as "Miscellaneous Lump Sum Costs other than Fluctuation and Plant Scale Costs." This separate invoice item shall be included on the monthly Operation and Maintenance invoices based the contract fixed-price amount, uniformly allocated over the expected 5 year term of the contract.
	Fluctuation in Electric Power Costs - Operation and Maintenance			10	Documentation showing the applicable power usage (in KWH), and the change in unit power cost from Florida Power and Light (FPL) for most favored commercial customers in the Tampa Bay area after considering an escalation corresponding to 3% per year from the FPL base rate charged for such customers in December 2004.	An additional invoice line item shall be added to reflect an invoiced amount (invoice debit or credit) to be applied for the annual "Fluctuation in Electric Power Costs" that shall be determined as outlined in Note ⁽⁶⁾ for electric power costs applicable to Operation and Maintenance activities and electric power costs associated with Process Water Consumption. The line item and amount (invoice credit or debit) shall be invoiced in the monthly invoice for the end of Contract Years 2, 3, 4, and 5.
	Fluctuation in Liner Resin Costs			10	Documentation showing the neat liner quantities for 40-mil, 60-mil, and 80-mil liner determined by the Engineer for planned construction activities in Contract Years 1, 2, and 3, and Liner Resin unit price quotes and unit conversions as outlined in Note ⁽⁷⁾ . The documentation shall show the change in actual liner resin unit cost for Contract Years 1, 2, and 3 after considering an escalation corresponding to 3% per year from the November 2004 Base Liner Resin Unit Cost established as outlined in Note ⁽⁷⁾ .	Documentation showing the neat liner quantities for 40-mil, 60-mil, and 80-mil liner determined by the Engineer from detailed construction drawings for planned construction activities in Contract Years 1, 2, and 3, and supporting documentation for determination of the "lowest adjusted price" (expressed in dollars per square feet) as outlined in Note ⁽⁷⁾ .

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Notes:

- (1) For days where the calculated 30-day rolling average ammonia nitrogen discharge is greater than 20 lbs./day and less than or equal to 50 lbs./day, the "billable consumption volume" for discharges to Bishop Harbor will be adjusted to reflect 90% of the actual corresponding volume (i.e., equivalent to 0.9 times the lump sum unit price for <= 50 lbs./day ammonia nitrogen). For days where the calculated 30-day rolling average ammonia nitrogen discharge is greater than 50 lbs./day, the "billable consumption volume" for discharges to Bishop Harbor shall be shown as zero. For days where the calculated 30-day rolling average ammonia nitrogen discharge is less or equal to 20 lbs./day, the "billable consumption volume" for discharges to Bishop Harbor shall be the water treatment volume.
- (2) Monthly Adjusted Baseline Evaporative Loss Design Rates are provided below, for each Department approved system, based on 24-hour/day, 7-days/week operation with an Operating Factor of 0.80.

2.1 SE-1, Existing Spray Evaporation System in NGS-N reservoir where the average Net Spray Consumption rate (in MGD) for the values from January through December is 0.200 MGD, when operating with 1169 nozzles at a minimum nozzle pressure and rate of 50 psi and 2.91 gpm/nozzle, respectively. When operating at sprayfield pressures between 25 and 50 psi, the Net Spray Consumption (MGD) at the given operating pressure may be determined by interpolating or extrapolating the Spray Consumption Factor from those shown in the corresponding table, multiplied by the listed monthly Net Spray Consumption (MGD) for the values at 50 psi to yield the reduced Net Spray Consumption (in MGD) for periods during that month when operating at pressures between 25 and 50 psi.

Month	Average Pond Evaporation (in)	Average Net Spray Consumption (MGD)
Jan	2.48	0.116
Feb	2.62	0.135
Mar	3.88	0.181
Apr	5.42	0.261
May	6.26	0.292
Jun	6.13	0.295

Month	Average Pond Evaporation (in)	Average Net Spray Consumption (MGD)
Jul	5.70	0.267
Aug	5.23	0.244
Sep	4.52	0.218
Oct	3.43	0.160
Nov	2.47	0.119
Dec	2.34	0.109

Spray Consumption Factors		
Pressure	Net Spray Consumption (MGD)	Spray Consumption Factor (factor)
30	0.08	0.400
40	0.131	0.655
50	0.2	1.000

2.2 Pursuant to Change Order SP644-001, the Average Net Spray Water Consumption rates are shown below for areas SE-3, SE-4, and SE-7, as described below, when operating at minimum nozzle pressure of 40 psi and inflow rate of 2.6 gpm/nozzle, respectively. Subject to Department approval, where the indicated number of operating spray system nozzles are changed from those indicated, the net spray consumption rate (in MGD) shall be adjusted accordingly, per nozzle increased or decreased, in the system as constructed.

- SE-3, Spray Evaporation System in South Cooling Pond (SCP) Internal Dams and Ditch Area between Dams.
- SE-4, Spray Evaporation System in North Cooling Pond (NCP).
- SE-7, Spray Evaporation System in North Sludge Beach of SCP-N.

Month	SE-3 Average Net Spray Consumption for 900 nozzles (MGD)	SE-4 Average Net Spray Consumption for 190 nozzles (MGD)	SE-7 Average Net Spray Consumption for 186 nozzles (MGD)
Jan	0.075	0.020	0.014
Feb	0.088	0.024	0.017
Mar	0.117	0.032	0.022
Apr	0.169	0.046	0.032
May	0.189	0.052	0.036
Jun	0.191	0.052	0.036
Jul	0.172	0.047	0.033
Aug	0.158	0.043	0.030
Sep	0.141	0.038	0.027
Oct	0.104	0.028	0.020
Nov	0.077	0.032	0.015
Dec	0.071	0.019	0.013

⁽³⁾ Total Lump Sum for Process Water Consumption subject to adjustment for items B2 and B3 as governed by contract terms.

⁽⁴⁾ Closure Construction Activities subject to schedule subdivision and future updates by Engineer, including subdivision into mutually agreed upon releasable work segments for progress monitoring and payment purposes. Please see Attachment C, Table 1, Closure Task Breakdown, Piney Point ITN 2005002C for current subdivision of Closure Construction Activities.

⁽⁵⁾ The Approval Period shall be five (5) working days to inspect and approve the invoiced services for payment, unless another period of working days is specified herein.

⁽⁶⁾ The adjustment to pricing, if any, for fluctuations in electric power costs will be made based upon the posted unit price (in \$ per KWH) as charged by Florida Power and Light to its most favored commercial customers in the Tampa Bay area, compared to the adjusted unit price charged by Florida Power and Light to the same customers in December 2004 but after considering an escalation corresponding to 3% inflation per year. The change in unit power cost, relative to the escalated base unit price, in December 2005, December 2006, December 2007 and December 2008 will be used for making the adjustment (either debit or credit) for electric power costs during contract years 2, 3, 4 and 5, assuming a theoretical power usage of 11.3 Million KWH (Year 2), 3.8 Million KWH (Year 3), 2.6 Million KWH (Year 4) and 2.0 Million KWH (Year 5), respectively, during each of the corresponding four contract years.

⁽⁷⁾ The adjustments to pricing, if any, for fluctuations in Liner Resin prices will be made based upon the neat liner quantities determined by the Engineer from detailed design drawings (without any adjustment for liner overlaps, liner buried in anchor trenches, increased liner area due to sloping surfaces, liner for repair patches, waste, etc.) for planned liner installation activities during each calendar year. The adjustment (either debit or credit) will be based upon the lower of either:

1) The lowest documented change in liner sheet unit price from at least two liner manufacturers (expressed in dollars per square feet) for orders placed in November 2004 escalated by 3% inflation per year, compared to orders placed in February 2005 and in December 2005 and December 2006, respectively, for planned construction activities in each of the first three contract years; or

2) The lowest documented change in Liner Resin unit price from at least two liner manufacturers or resin suppliers for orders placed in November 2004 compared to orders placed in February 2005 and in December 2005 and December 2006, respectively, for planned construction activities in each of the first three contract years. The change in actual liner resin unit price (expressed in dollars per pound of resin), after accounting for 3% escalation per year from the November 2004 BAFO unit price of \$0.64/lb. shall be multiplied by 0.237 lb/ft², 0.347 lb/ft² and 0.442 lb/ft² for 40-mil, 60-mil and 80-mil liner, respectively.

The lowest adjusted price as determined above (expressed in dollars per square feet) shall be multiplied by the neat liner quantity from detailed design drawings (expressed in square feet) times a factor of 1.10 adopted herein to accommodate additional liner buried in anchor trenches, liner overlaps, waste, etc.

⁽⁸⁾ Lump Sum Unit rates or monthly allocations of the fixed cost amounts are rounded to the nearest cent or dollar as shown. In all cases, the final monthly invoice for a given period shall reflect the necessary amount so that the indicated fixed-price is not exceeded. There shall be no adjustment to the lump sum pricing presented in Attachment C for any fluctuations in Contractor's costs, including lime costs, fuel costs or any other utility or commodity cost during the term of the contract, except as specifically provided for herein, including Notes ⁽⁶⁾ and ⁽⁷⁾.

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ATTACHMENT C
TABLE 1
CLOSURE TASK BREAKDOWN
PINEY POINT - ITN 2005002C

Item	Closure Construction Element		Engineer's Estimate	CDM BAFO Estimate	CDM BAFO PRICE	Computed Unit Rate	CDM BAFO Unit Rate	
C1	ITEM C1. RESERVOIR SLOPE COVER (All 4 Ponds)							
	Soil Cover (NGS-N, OGS-S & OGS-N Lined Slopes)	cy	270,000	270,000	\$ 3,350,000	\$ 12.41	\$ 12.41	
	Soil Cover (NGS-S Lined Slopes - From C2)	cy	130,000	140,000	\$ 1,580,924	\$ 11.29	\$ 11.29	
	80-Mil HDPE Liner (Crest Roads)	sf	175,000	175000	\$ 120,000	\$ 0.69	\$ 0.69	
	Drain Composite (All 4 Ponds)	sy	85,000	85,000	\$ 816,000	\$ 9.60	\$ 9.60	
	Sodding NGS-N, OGS-S & OGS-N Slope Cover	ac	40	40	\$ 351,700	\$ 8,792.50	\$ 8,792.50	
	Sodding NGS-S Slope Cover (From C2)	ac	18	18	\$ 158,300	\$ 8,794.44	\$ 8,794.44	
	Seed or Sod (Soil Crest Cover)	ac	4	4	\$ 9,400	\$ 2,350.00	\$ 2,350.00	
	Other Ancillary	lump	lump	lump	\$ 68,000	-		
								TOTAL ITEM C1 \$ 6,454,324
C2	ITEM C2. PHASE III - NGS-S COMPARTMENT							
	Task C2a. NGS-S Reservoir (2005)							
	Sludge Excavation (see Note 4)	cy	5,000	0	\$ -	\$ -	\$ 8.80	
	Gypsum Fill (see Note 4)	cy	380,000	206,500	\$ 1,547,675	\$ 7.49	\$ 5.97	
	80-Mil HDPE Liner (see Note 5)	sf	3,000,000	3,000,000	\$ 2,222,208	\$ 0.741	\$ 0.68	
	Soil Cover	cy	3,000	3,000	\$ 33,877	\$ 11.29	\$ 11.29	
	Seed or Sod (West Dike Crest Road)	ac	1	1	\$ 2,342	\$ 2,341.67	\$ 2,341.67	
	Outlet Structure	lump	lump	lump	\$ 10,000	-	-	
	Other Ancillary	lump	lump	lump	\$ 342,349	-	-	Total Task C2a \$ 4,158,450.12
	(Note: Soil cover and associated drain composite and sodding were moved from Item C2 to Item C1							
	Task C2b. NGS-S Cap Area (2005)							
	Gypsum Fill	cy	5,000	5,000	\$ 29,867	\$ 5.97	\$ 5.97	
	40-Mil HDPE Liner	sf	500,000	500,000	\$ 198,000	\$ 0.396	\$ 0.40	
	Soil Cover	cy	25,000	37,725	\$ 426,003	\$ 11.29	\$ 11.29	
	Seed or Sod	ac	10.5	10.5	\$ 24,588	\$ 2,341.67	\$ 2,341.67	
	Outlet Structure	lump	lump	lump	\$ 10,000	-	-	
	Other Ancillary	lump	lump	lump	\$ 53,851	-	-	Total Task C2b \$ 742,308.50
	Task C2c. OGS Cap Areas (2005)							
	Gypsum Fill	cy	10,000	10,000	\$ 59,735	\$ 5.97	\$ 5.97	
	60-Mil HDPE Liner	sf	450,000	450,000	\$ 211,800	\$ 0.471	\$ 0.47	
	Soil Cover	cy	24,000	34,000	\$ 383,939	\$ 11.29	\$ 11.29	
	Seed or Sod	ac	7.5	7.5	\$ 17,563	\$ 2,341.67	\$ 2,341.67	
	Outlet Structures (2)	lump	lump	lump	\$ 6,000	-	-	
	Other Ancillary	lump	lump	lump	\$ 53,114	-	-	Total Task C2c \$ 732,150.11
	Task C2d. NGS-N Relief Ditch (2005)							
	Gypsum Fill	cy	5,000	5,000	\$ 29,867	\$ 5.97		
	60-Mil HDPE Liner	sf	300,000	300,000	\$ 141,200	\$ 0.471	\$ 0.47	
	Soil Cover	cy	18,000	22,578	\$ 254,958	\$ 11.29	\$ 11.29	
	Seed or Sod (Soil Cover)	ac	5	5	\$ 11,708	\$ 2,341.67	\$ 2,341.67	
	Amended Gypsum Grassing (From C3)	ac	10	10	\$ 66,636	\$ 6,663.64	\$ 6,663.64	
	Outlet Structure	lump	lump	lump	\$ 3,000	-	-	
	Other Ancillary	lump	lump	lump	\$ 39,686	-	-	Total Task C2d \$ 547,056.38
	Task C2e. Re-Closure of NGS-N Relief Ditch if Used for Disposal of Plant Scale (at FDEP's Option)							
	60-Mil HDPE Liner	sf	500,000	500,000	\$ 235,000	\$ 0.47	\$ 0.47	
	Soil Cover	cy	50,000	50,000	\$ 531,000	\$ 10.62	\$ 10.62	
	Sodding	ac	12	12	\$ 105,000	\$ 8,750.00	\$ 8,750.00	
	Outlet Structure Modification	lump	lump	lump	\$ 3,800		-	
	Gypsum Fill (Encapsulate Scale)	cy	75,000	75,000	\$ 273,000	\$ 3.64	\$ 3.64	
	Gypsum Borrow Area Work						-	
	Remove & Restore Soil Cover	cy	25,000	25,000	\$ 93,500	\$ 3.74	\$ 3.74	
	Remove & Replace 40-Mil Liner	sf	350,000	350,000	\$ 139,000	\$ 0.40	\$ 0.40	
	Restore Grass (Seed or Sod)	ac	8	8	\$ 18,400	\$ 2,300.00	\$ 2,300.00	
	Other Ancillary	lump	lump	lump	\$ 14,300	-	-	Total Task C2e \$ 1,413,000.00
								TOTAL ITEM C2 \$ 7,592,965.11
C3	ITEM C3. STACK SLOPES AND DITCHES							
	Task C3a. Phase I Slopes - OGS (2005)							
	Gypsum Earthwork	cy	50,000	94,318	\$ 194,349	\$ 2.06	\$ 2.06	
	80-Mil HDPE Liner (Runoff Ditches)	sf	575,000	575,000	\$ 393,875	\$ 0.685	\$ 0.69	
	60-Mil HDPE Liner (Transfer Pond)	sf	130,000	130,000	\$ 61,286	\$ 0.471	\$ 0.47	
	Drains	lf	5,500	5,610	\$ 647,240	\$ 115.37	\$ 115.37	
	Soil Cover	cy	80,000	88,778	\$ 1,121,598	\$ 12.63	\$ 12.63	
	Soil Grassing							
	Seeding (Stormwater Ponds)	ac	3	3	\$ 7,031	\$ 2,343.75	\$ 2,343.75	
	Sodding (Runoff Ditches)	ac	13	13	\$ 114,263	\$ 8,789.47	\$ 8,789.47	
	Amended Gypsum Grassing	ac	23	23	\$ 153,264	\$ 6,663.64	\$ 6,663.64	
	Other Ancillary	lump	lump	lump	\$ 97,241	-	-	Total Task C3a \$ 2,790,147.05
	Task C3b. Phase II Slopes - NGS (2006)							
	Gypsum Earthwork	cy	50,000	94,319	\$ 194,351	\$ 2.06	\$ 2.06	
	80-Mil HDPE Liner (Runoff Ditches)	sf	225,000	225,000	\$ 154,125	\$ 0.685	\$ 0.69	
	60-Mil HDPE Liner (Stormwater Pond)	sf	570,000	570,000	\$ 268,714	\$ 0.471	\$ 0.47	
	Drains	lf	7,000	7,140	\$ 823,760	\$ 115.37	\$ 115.37	
	Soil Cover	cy	70,000	77,681	\$ 981,402	\$ 12.63	\$ 12.63	
	Soil Grassing							
	Seeding (Stormwater Pond)	ac	13	13	\$ 30,469	\$ 2,343.75	\$ 2,343.75	
	Sodding (Runoff Ditches)	ac	6	6	\$ 52,737	\$ 8,789.47	\$ 8,789.47	
	Amended Gypsum Grassing	ac	22	22	\$ 146,600	\$ 6,663.64	\$ 6,663.64	
	Other Ancillary	lump	lump	lump	\$ 95,759	-	-	Total Task C3b \$ 2,747,916.59
								TOTAL ITEM C3 \$ 5,538,063.64
C4	ITEM C4. COOLING/SLUDGE PONDS & DITCHES							
	Task C4a. NCP Closure							
	Earthwork (Soil)	cy	200,000	198,050	\$ 1,351,225	\$ 6.82	\$ 6.82	
	80-Mil HDPE Liner (Runoff Ditches)	sf	100,000	100,000	\$ 68,500	\$ 0.685	\$ 0.69	
	40-Mil HDPE Liner	sf	1,300,000	1,300,000	\$ 514,800	\$ 0.396	\$ 0.40	
	Drains	lf	2,500	2,560	\$ 293,880	\$ 114.80	\$ 114.80	
	Soil Cover	cy	110,000	103,184	\$ 1,400,008	\$ 13.57	\$ 13.57	
	Soil Grassing							
	Seeding (Cap Areas)	ac	30	30	\$ 70,292	\$ 2,343.08	\$ 2,343.08	
	Sodding (Runoff Ditches)	ac	4	4	\$ 35,180	\$ 8,795.00	\$ 8,795.00	
	Other Ancillary	lump	lump	lump	\$ 54,041			Total Task C4a \$ 3,787,925.60
	Task C4b. SCP Closure							
	Earthwork (Soil)		50,000	49508	\$ 337,775	\$ 6.82	\$ 6.82	
	80-Mil HDPE Liner (Process Water Sump)	sf	485,000	485,000	\$ 332,225	\$ 0.685	\$ 0.69	
	80-Mil HDPE Liner (Runoff Ditches)	sf	415,000	415000	\$ 284,275	\$ 0.685	\$ 0.69	
	40-Mil HDPE Liner	sf	3,200,000	3,200,000	\$ 1,267,200	\$ 0.396	\$ 0.40	
	Drains	lf	6,500	6665	\$ 765,120	\$ 114.80	\$ 114.80	
	Soil Cover	cy	290,000	266360	\$ 3,613,992	\$ 13.57	\$ 13.57	
	Soil Grassing							
	Seeding (Cap Areas and Plant Areas)	ac	100	100	\$ 234,308	\$ 2,343.08	\$ 2,343.08	
	Sodding (Runoff Ditches)	ac	16	16	\$ 140,720	\$ 8,795.00	\$ 8,795.00	
	Other Ancillary	lump	lump	lump	\$ 100,959			Total Task C4a \$ 7,076,574.40
ITEM C - CLOSURE CONSTRUCTION TOTAL								\$ 30,449,853
NOTES: 1. The "Engineer's Estimate" column reflects those quantities provided by the Engineer for the Department under the ITN and BAFO. 2. In some cases, the values for the CDM BAFO Estimate and the CDM BAFO Price indicate task breakdowns that were computed proportionately to the Department's breakdown values for elements where CDM's BAFO quantity is less than or greater than the Engineer's estimated quantity. 3. CDM's BAFO values for Other Ancillary items were tenatively prorated to individual tasks on the basis of total task price. 4. CDM's original BAFO Estimate and Price for Sludge Excavation was revised from 5,000 cy and \$44,000 to 0 cy and \$0 per Change Order SP644-002. CDM's original BAFO Estimate and Price for Gypsum Fill was revised from 373,740 cy and \$2,232,530 to 206,500 cy and \$1,547,675 per Change Order SP644-002. 5. CDM's original BAFO Price for 80-mil HDPE liner was revised from \$2,054,000 to \$2,222,208 per Change Order SP644-003 for the fluctuation in liner resin costs.								