CHANGE ORDER FORM
DEP Contract No. SP644

Change Order No.: SP644-010 **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
C3b and C4b	Pursuant to paragraph 34 and Attachment C of DEP Contract No. SP644, this Change Order provides a price adjustment for changed quantities and the fluctuation in liner resin costs for the HDPE liner material under Tasks C3b. (Phase II Slope Closures and Ditches), and C4b. (SCP Cap Area, Process Water Sump and ditches). Changed liner quantities for these tasks were agreed upon based on the February 24 request, quantity tabulation, and liner cost adjustment documentation included herein. The quantity adjustment and liner cost adjustment documentation was reviewed and accepted by the Engineer for Change Order SP644-010 in its review and February 27, 2006, recommending that the quantity and price adjustments herein were reasonable and determined in accordance with contract provisions. The net price adjustment, including the minor correction noted in the February 27 recommendation, for the changes in liner quantities and increased liner resin costs results in a increase from $31,073,792 to $31,334,692 in the lump sum costs under Task C of the contract.	No Change	No Change	No Change	$260,900.00	Yes

Total Increase or Decrease in Project Costs resulting from this Change Order:	$260,900.00
Ceiling Amount of Contract Impacted? (Yes or No)	Yes
Total Impact on Ceiling Amount all Change Orders (SP644-001 to SP644-010) to Date:	$341,076.00
Ceiling Adjustments made by Amendments (-- to --) to Date:	$0.00
Current Ceiling Amount Adjustments Needed:	$341,076.00

Notes: [1]Activity Reference Code shall conform to the activity code system established in Attachment C. [2]Contractor 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. SP644-010, 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 SP644-010) 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):	Richard W. Cantrell	3/20/06
DEP Contract Manager, Bureau of Mine Reclamation:	John L Cooke	3/16/06
Vice President, CDM Constructors Inc.:	[illegible]	3/16/06

List of Attachments/Exhibits Included with this Change Order:

Specify Type/Reference	Title/Description of Document	Number of Pages
DEP Contract No. SP644, Attachment C	DEP Contract No. SP644, Attachment C revised per Change Order SP644-010	7
February 24, 2006 CDM Request	February 24, 2006 CDM request including adjusted quantities and liner resin cost adjustment documentation	22
Ardaman's February 27, 2006 Recommendation	Ardaman's February 27, 2006 review and related correspondences recommending that the proposed change order and quantity adjustments may be approved.	3

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

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. 3. Per Change Order SP644-007, a one-time lump sum amount of $ 16,884 may be added to an O&M monthly invoice to reimburse agreed upon costs for the unexpected cleanup of oil contaminated water and soil materials following leakage of oil from the abandoned ball mill lube oil tank that was located in the vicinity of the process water pumps in the phosphoric acid plant on July 25, 2005.
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.	
	July 25, 2005 Ball Mill Lube Oil Leak and Cleanup	$16,884			Copy of related invoices, and identification of costs for personnel and equipment used to contain and cleanup the July 25, 2005 Ball Mill Lube Oil Tank Leak.	

Task A, Total Lump Sum: **$10,528,341**

	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	$211,500	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.
	Years 3-5, Allowance for variation in drainable pore water volume and rate	$70,500	NA			

Task B, Total Lump Sum: **$9,927,275** [3]

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

	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	1. 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. 2. In accordance with Change Order SP644-005, invoices for Task C1 (NGS-S Lined Slopes) and Tasks C2a, C2b, C2c, and C2d may include a percent complete and corresponding lump sum allocation reflecting borrow source preparation for materials stockpiled for the Gulfstream borrow source as of June 1, 2005. The percent complete for soil cover borrow source preparation activities under Task C1 (NGS-S Lined Slopes) and Tasks C2a, C2b, C2c, and C2d shall be determined based on not more than the agreed upon quantity estimate for the stockpiled soil cover materials, stockpiled as of June 1, 2005, where the estimated quantity has been approved by the Engineer and has an equivalent value not to exceed $5.50 per cy. The Department may release retainage for invoiced amounts for soil cover borrow source preparation only after the stockpiled materials have been screened for potential pollutants in accordance with a sampling plan accepted by the Department.
	RESERVOIR SLOPE COVER (All 4 Ponds)					
C1	Reservoir Slope Cover (All 4 Ponds)	$6,543,346	[4]	10		
	PHASE III - NGS-S COMPARTMENT					
C2a	NGS-S Reservoir (2005)	$4,158,450	[4]	10		
C2b	NGS-S Cap Area (2005)	$946,048	[4]	10		
C2c	OGS Cap Areas (2005)	$912,030	[4]	10		
C2d	NGS-N Relief Ditch (2005)	$694,186	[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)	$2,794,316	[4]	10		
C3b	Phase II Slopes - NGS (2006)	$2,877,764	[4]	10		
	COOLING/SLUDGE PONDS & DITCHES					
C4a	NCP Closure	$3,787,926	[4]	10		
C4b	SCP Closure	$7,207,627	[4]	10		

Task C, Total Lump Sum: **$31,334,692**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

	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].

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 (psi)	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 Orders SP644-004 and SP644-009, the Average Net Spray Water Consumption rates are shown below for areas SE-3, SE-4, SE-7, and SE-10, as described below, when operating at minimum nozzle pressure of 50 psi and inflow rate of 2.91 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. Reflecting changes from SP644-009, previously authorized, but not constructed SE-9 is removed and replaced with SE-10 as described herein. Per Change Order SP644-009, the quantity of spray evaporation nozzles and resulting evaporative consumption rates were changed from 360 to 208 and from 203 to 255 for SE-4 and SE-7 spray evaporation systems, respectively. Construction and operation of additional spray systems listed below shall provide for drift and erosion monitoring and immediate suspension of individual or all segments of such systems as the Department may determine is warranted.

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.

- 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 along the northern and western dikes of SCP-N.
- SE-10, Spray Evaporation System addition in process water return canal.

Month	SE-3 Average Net Spray Consumption for 614 nozzles (MGD)	SE-4 Average Net Spray Consumption for 208 nozzles (MGD)	SE-7 Average Net Spray Consumption for 255 nozzles (MGD)	SE-10 Average Net Spray Consumption for 97 nozzles (MGD)
Jan	0.0777	0.0210	0.0292	0.0111
Feb	0.0821	0.0222	0.0309	0.0117
Mar	0.1215	0.0329	0.0457	0.0174
Apr	0.1698	0.0459	0.0639	0.0243
May	0.1961	0.0530	0.0737	0.0280
Jun	0.1920	0.0519	0.0722	0.0274
Jul	0.1786	0.0482	0.0672	0.0255
Aug	0.1638	0.0443	0.0616	0.0234
Sep	0.1416	0.0382	0.0532	0.0202
Oct	0.1075	0.0291	0.0404	0.0154
Nov	0.0774	0.0210	0.0291	0.0110
Dec	0.0733	0.0198	0.0276	0.0104

Spray Consumption Factors

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

(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).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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		
	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		
C1	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		**TOTAL ITEM C1**
	Other Ancillary (See Notes 16 and 17)	lump	lump	lump	$ 157,022	-			**$ 6,543,346**
	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	$ 30,794	$ 10.26	$ 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	-	-	**Total Task C2a**	
	NGS-S Reservoir - Soil Cover Mobilization (see Note 6)	lump	lump	lump	$ 3,083	-	-		
	Other Ancillary	lump	lump	lump	$ 342,349	-	-	**$ 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 (see Note 12)	cy	5,000	46,700	$ 278,962	$ 5.97	$ 5.97		
	40-Mil HDPE Liner (see Note 7)	sf	500,000	354,250	$ 152,645	$ 0.431	$ 0.40		
	Soil Cover	cy	25,000	37,725	$ 387,232	$ 10.26	$ 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	-	-	**Total Task C2b**	
	NGS-S Cap Area Soil Cover Mobilization (see Note 6)	lump	lump	lump	$ 38,771				
	Other Ancillary	lump	lump	lump	$ 53,851	-	-	**$ 946,048.07**	
	Task C2c. OGS Cap Areas (2005)								
	Gypsum Fill (see Note 13)	cy	10,000	39,500	$ 235,953	$ 5.97	$ 5.97		
	60-Mil HDPE Liner (see Note 8)	sf	450,000	419,487	$ 215,462	$ 0.514	$ 0.47		
	Soil Cover	cy	24,000	34,000	$ 348,996	$ 10.26	$ 11.29		
C2	Seed or Sod	ac	7.5	7.5	$ 17,563	$ 2,341.67	$ 2,341.67		
	Outlet Structures (2)	lump	lump	lump	$ 6,000	-	-	**Total Task C2c**	
	OGS Cap Areas Soil Cover Mobilization (see Note 6)	lump	lump	lump	$ 34,942				
	Other Ancillary	lump	lump	lump	$ 53,114	-	-	**$ 912,030.21**	
	Task C2d. NGS-N Relief Ditch (2005)								
	Gypsum Fill (see Note 14)	cy	5,000	28,100	$ 167,855	$ 5.97			
	60-Mil HDPE Liner (see Note 9)	sf	300,000	292,703	$ 150,342	$ 0.514	$ 0.47		
	Soil Cover	cy	18,000	22,578	$ 231,754	$ 10.26	$ 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	-	-	**Total Task C2d**	
	NGS-N Relief Ditch Soil Cover Mobilization (see Note 6)	lump	lump	lump	$ 23,204				
	Other Ancillary	lump	lump	lump	$ 39,686	-	-	**$ 694,185.63**	
	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	**Total Task C2e**	**TOTAL ITEM C2**
	Other Anciliary	lump	lump	lump	$ 14,300	-	-	**$ 1,413,000.00**	**$ 8,123,714.03**
	ITEM C3. STACK SLOPES AND DITCHES								
	Task C3a. Phase I Slopes - OGS (2005)								
	Gypsum Earthwork (see Note 15)	cy	50,000	111,250	$ 229,239	$ 2.06	$ 2.06		
	80-Mil HDPE Liner (Runoff Ditches) (see Note 10)	sf	575,000	524,457	$ 387,956	$ 0.740	$ 0.69		
	60-Mil HDPE Liner (Transfer Pond) (See Note 11)	sf	130,000	0	$ -	--	$ 0.47		
	60-Mil HDPE Liner (OGS Slope Pond) (See Note 11)	sf	70,925	70,925	$ 36,483	$ 0.514	$ 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		
C3	Amended Gypsum Grassing	ac	23	23	$ 153,264	$ 6,663.64	$ 6,663.64	**Total Task C3a**	
	Other Ancillary	lump	lump	lump	$ 97,241	-	-	**$ 2,794,315.75**	
	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) (see Note 18)	sf	225,000	400,350	$ 321,644	$ 0.803	$ 0.69		
	60-Mil HDPE Liner (Stormwater Pond) (see Note 19)	sf	570,000	409,250	$ 231,043	$ 0.565	$ 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	**Total Task C3b**	**TOTAL ITEM C3**
	Other Ancillary	lump	lump	lump	$ 95,759	-	-	**$ 2,877,763.88**	**$ 5,672,079.63**

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		
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	**Total Task C4a**	
	Other Ancillary	lump	lump	lump	$ 54,041			**$ 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) (see Note 18)	sf	485,000	496,908	$ 391,062	$ 0.787	$ 0.69		
	80-Mil HDPE Liner (Runoff Ditches) (see Note 18)	sf	415,000	415000	$ 302,178	$ 0.728	$ 0.69		
	40-Mil HDPE Liner (see Note 20)	sf	3,200,000	3,200,000	$ 1,321,513	$ 0.413	$ 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	**Total Task C4a**	**TOTAL ITEM C4**
	Other Ancillary	lump	lump	lump	$ 100,959			**$ 7,207,626.56**	**$ 10,995,552**
	ITEM C - CLOSURE CONSTRUCTION TOTAL				**$ 31,334,692**				**$ 31,334,692**

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 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.
6. CDM's original BAFO Prices for soil cover placement Tasks C2a, C2b, C2c, and C2d were reduced to allocate prorated costs from the existing lump sum prices for expedited cover soil mobilization work elements per Change Order SP644-005.
7. CDM's original BAFO quantity for 40-mil liner on the NGS cap area was revised from 373,000 sf and $198,000 to 354,219 sf and $152,645, per Change Order SP644-006, based on updated quantities and fluctuation in liner resin costs.
8. CDM's original BAFO quantity for 60-mil liner on the OGS cap area was revised from 450,000 sf and $ 211,800 to 419,487 sf and $215,462, per Change Order SP644-006, based on updated quantities and fluctuation in liner resin costs.
9. CDM's original BAFO quantity for 60-mil liner for the NGS Relief Ditch area was revised from 300,000 sf and $ 141,200 to 292,703 sf and $150,342, per Change Order SP644-006, based on updated quantities and fluctuation in liner resin costs.
10. CDM's original BAFO quantity for 80-mil liner for the OGS runoff ditches was revised from 575,000 sf and $393,875 to 524,457 sf and $387,956, per Change Order SP644-006, based on updated quantities and fluctuation in liner resin costs.
11. CDM's original BAFO quantity for the 60-mil liner for the OGS Transfer Pond was revised from 130,000 sf and $61,286 to 0 sf and $0, per Change Order SP644-006, based on elimination of this pond from the design. The 60-mil lined OGS Slope pond was added at 70,925 sf and $36,453 based on similar BAFO unit rates and adjusting for fluctuation in liner resin costs per Change Order SP644-006.
12. CDM's original BAFO quantity for Gypsum Fill for the NGS-S Cap area was revised from 5,000 to 46,700 cy per Change Order SP644-007.
13. CDM's original BAFO quantity for Gypsum Fill for the OGS Cap areas was revised from 10,000 to 39,500 cy per Change Order SP644-007.
14. CDM's original BAFO quantity for Gypsum Fill for the NGS-N Relief Ditch was revised from 5,000 to 28,100 cy per Change Order SP644-007.
15. CDM's original BAFO quantity for Phase I Slope areas (OGS West and South Slopes) was revised from 94,318 to 111,250 cy after excluding 15,650 cy earthen material (as neat fill assuming 15% shrinkage) from the OGS south slope toe per Change Order SP644-007.
16. CDM's original BAFO Lump Sum Price for Other Ancillary under Task C1, Reservior Slope Cover, was revised from $68,000 to $104,892 per Change Order SP644-008 based on modifications needed for the existing OGS-S compartment drain as specified by the December 16, 2005 Slope Cover Construction Drawings for the OGS Ponds.
17. CDM's BAFO Lump Sum Price for Other Ancillary under Task C1, Reservoir Slope Cover, was revised from $104,892 to $157,022 per Change Order SP644-009 based on modifications needed for the existing OGS-N compartment drain and inlet stem wall additions for the OGS-S and OGS-N compartments as specified by the December 16, 2005 Slope Cover Construction Drawings for the OGS Ponds.
18. CDM's original BAFO quantity for 80-mil liner for the Phase II Runoff Ditches, SCP Process Water Sump, and SCP ditches were revised from 225,000 sf and $154,125 to 400,350 sf and $ 321,644; from 485,000 sf and $332,225 to 496,908 sf and $391,062; and from 415,000 sf and $284,275 to 415,000 sf and $302,178 per Change Order SP644-010, based on updated quantities and fluctuation in liner resin costs.
19. CDM's original BAFO quantity for 60-mil liner for the Phase II Stormwater Pond was revised from 570,000 sf and $268,714 to 409,250 sf and $231,043 per Change Order SP644-010, based on updated quantities and fluctuation in liner resin costs.
20. CDM's original BAFO quantity for 40-mil liner for the SCP Cap area was revised from 3,200,000 sf and $1,267,200 to 3,200,000 sf and $1,321,513 per Change Order SP644-010, based on updated quantities and fluctuation in liner resin costs.

Coates, John

From: Carter, Dean [CarterDE@cdm.com] **Sent:** Fri 2/24/2006 8:59 AM
To: Coates, John
Cc: Nadim Fuleihan (E-mail); Rob Werner (E-mail); Solters, Stephen; Cruz, Michael
Subject: Revised Liner Quantity and Resin Price Adjustment Change Order
Attachments: 2006 Revised Liner Resin Cost .pdf(23KB) Phase II Liner rev 2 2.24.06.XLS (41KB) Liner and Resin Price Backup Documents .pdf(735KB)

John,
Attached are final version of change order files per our discussion yesterday.
Dean

<<2006 Revised Liner Resin Cost .pdf>> <<Phase II Liner rev 2 2.24.06.XLS>> <<Liner and Resin Price Backup Documents .pdf>>

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

February 24, 2006

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

RE: Revised 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 $260,613.80 to the contract amount. This change order applies to the liner work for the Phase Two Slope Closures and The South Compartment of the South Cooling Pond Closure.

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

PINEY POINT CLOSURE - LINER SUMMARY

SCP South Compartment and Phase II Slopes

Area I.D.	Liner Type	NEAT HDPE LINER QUANTITIES (sf)					BAFO Deviation (%)
		Ardaman	CDM/CEC			CDM BAFO Quantity	
SCP Sump	80 Mil T/T	197,559	197,561			485,000	2.5%
SCP Sump	80 Mil SM	299,349	299,269				
SCP Cap	40 Mil T/T	192,409	192,328			3,200,000	-73.3%
SCP Cap	40 Mil SM	663,072	663,089				
SCP Ditches	80 Mil T/T	151,198	152,080			415,000	-63.6%
Phase II Slope Ditches	80 Mil T/T	400,350	400,830			225,000	77.9%
Phase II Stormwater Pond	60 Mil T/T	409,250	408,750			570,000	-28.2%

1. Neat liner quantities are based on plan areas (without slope area corrections) and do not include liner buried in anchor trenches, overlaps, waste, etc.

							CHANGE IN
C3b	80 Mil T/T	BAFO QTY	REV QTY	VARIATION	% Variation	UNIT PRICE	BAFO COST
	Phase II Slope Ditches	225,000	400,350	175,350		$0.685	$120,114.75
	Total	**225,000**	**400,350**	**175,350**	**77.93%**		**$120,114.75**
C3b	60 Mil T/T						
	Phase II Stormwater Pond	570,000	409,250	-160,750		$0.471	-$75,713.25
	Total	**570,000**	**409,250**	**-160,750**	**-28.20%**		**-$75,713.25**
C4b	80 Mil T/T & Smooth						
	SCP Process Water Sump	485,000	496,908	11,908	2.46%	$0.685	$0.00
	SCP Ditches	415,000	151,198	-263,802		$0.685	$0.00
	Total	**900,000**	**648,106**	**-251,894**	**-27.99%**		**$0.00**
C4b	40 Mil T/T & Smooth						
	SCP Cap	3,200,000	855,481	-2,344,519		$0.396	$0.00
	Total	**3,200,000**	**855,481**	**-2,344,519**	**-73.27%**		**$0.000**

Total Change in Price Due to Quantity Changes **$44,401.500**

Total Change in Price Due to Resin Increase (see following worksheets) **$216,212.30**

Total Change in Contract Price **$260,613.80**

There is no change in BAFO cost for SCP Process Water Sump 80 mil liner due to variiation in Quantity being under 5%
There is no change in BAFO cost proposed for SCP Ditches 80 mil liner and SCP Cap 40 mil liner due to the future closure work associated with the North Compartment of the SCP

Method 1. Change in Liner Sheet Unit Price

	Qty Estimate	GSE (80mil HDPE)		
			$ / sf	
Smooth	299,349	Nov. '04	$0.2780	$83,219.022
DBL Tex	749,107		$0.3000	$224,732.100
	1,048,456			$307,951.122
		Avg cost:	$0.29372	
		Avg cost after adjusting 3%/yr for 14 mos.:	$0.3040	
Smooth	299,349	Feb. '06	$0.3670	$109,861.08
DBL Tex	749,107		$0.4660	$349,083.86
	1,048,456			$458,944.945
		Avg cost:	$0.43773	

Change in unit cost after accounting for 3% per year from November 2004: **$0.1337** per sf

	Qty Estimate	AGRU (80mil HDPE)		
			$ / sf	
Smooth	299,349	Aug. '04	$0.2543	$76,124.45
DBL Tex	749,107		$0.2815	$210,873.62
	1,048,456			$286,998.071
		Avg cost:	$0.27373	
		Avg cost after adjusting 3%/yr for 14 mos.:	$0.2833	
Smooth	299,349	Feb. '06	$0.3812	$114,111.84
DBL Tex	749,107		$0.5220	$391,033.85
	1,048,456			$505,145.693
		Avg cost:	$0.48180	

Change in unit cost after accounting for 3% per year from November 2004: **$0.1985** 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)'*

Method 2. Change in Liner Resin Unit Price

Total Petroleum **$0.25** per pound

Chevron Philips **$0.29** 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%	1.17	3.50%	Increase in 14 Months
Liner Resin November 2004 Price	$0.64 per pound		$0.0224	Price Escalation
Adjusted Liner Resin Increase	$0.2276 per pound			

Change in unit cost after accounting for 3% per year from November 2004: **$0.1006** per sf

Result:

[($.2276 lb) x (.442 for 80mil textured) x (multiplied by the Estimated 1,048,456 sf Neat lined area)] x (multiplied by 1.10 for waste and o-lap) = **$116,021.22**

CDM Markup: **$8,121.49**

Total Calculated Change Order Amount: **$124,142.70**

Method 1. Change in Liner Sheet Unit Price

	Qty Estimate	GSE (60mil HDPE)	$ / sf	
DBL Tex	409,250		$0.2260	$92,490.500
	409,250			$92,490.500
		Avg cost:	$0.22600	
		Avg cost after adjusting 3%/yr for 14 mos.:	$0.2339	
DBL Tex	409,250		$0.3600	$147,330.00
	409,250			$147,330.000
		Avg cost:	$0.36000	

Change in unit cost after accounting for 3% per year from November 2004: **$0.1261** per sf

	Qty Estimate	AGRU (60mil HDPE)	$ / sf	
DBL Tex	409,250		$0.2134	$87,333.95
	409,250			$87,333.950
		Avg cost:	$0.21340	
		Avg cost after adjusting 3%/yr for 14 mos.:	$0.2209	
DBL Tex	409,250		$0.3660	$149,785.50
	409,250			$149,785.500
		Avg cost:	$0.36600	

Change in unit cost after accounting for 3% per year from November 2004: **$0.1451** 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)'*

Method 2. Change in Liner Resin Unit Price

Total Petroleum **$0.25** per pound

Chevron Philips **$0.29** 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%	1.17	3.50%	Increase in 14 Months
Liner Resin November 2004 Price	$0.64 per pound		$0.0224	Price Escalation
Adjusted Liner Resin Increase	$0.2276 per pound			

Change in unit cost after accounting for 3% per year from November 2004: **$0.0790** per sf

Result:

[($.2276 lb) x (.347 for 60 Mil textured) x (multiplied by the Estimated 409,250 sf Neat lined area)] x (multiplied by 1.10 for waste and o-lap) = **$35,553.56**

CDM Markup: **$2,488.75**

Total Calculated Change Order Amount: **$38,042.31**

Method 1. Change in Liner Sheet Unit Price

	Qty Estimate	GSE (40mil HDPE)	$ / sf	
Smooth	663,072	Nov. '04	$0.1350	$89,514.720
DBL Tex	192,409		$0.1590	$30,593.031
	855,481			$120,107.751
		Avg cost:	$0.14040	
		Avg cost after adjusting 3%/yr for 14 mos.:	$0.1453	
Smooth	663,072	Feb. '06	$0.1830	$121,342.18
DBL Tex	192,409		$0.2540	$48,871.89
	855,481			$170,214.062
		Avg cost:	$0.19897	

Change in unit cost after accounting for 3% per year from November 2004: **$0.0537** per sf

	Qty Estimate	AGRU (40mil HDPE)	$ / sf	
Smooth	663,072	Aug. '04	$0.1302	$86,331.97
DBL Tex	192,409		$0.1453	$27,957.03
	855,481			$114,289.002
		Avg cost:	$0.13360	
		Avg cost after adjusting 3%/yr for 14 mos.:	$0.1383	
Smooth	663,072	Feb. '06	$0.1936	$128,370.74
DBL Tex	192,409		$0.2620	$50,411.16
	855,481			$178,781.897
		Avg cost:	$0.20898	

Change in unit cost after accounting for 3% per year from November 2004: **$0.0707** 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)'*

Method 2. Change in Liner Resin Unit Price

Total Petroleum **$0.25** per pound

Chevron Philips **$0.29** 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%	1.17	3.50%	Increase in 14 Months
Liner Resin November 2004 Price	$0.64 per pound		$0.0224	Price Escalation
Adjusted Liner Resin Increase	$0.2276 per pound			

Change in unit cost after accounting for 3% per year from November 2004: **$0.0539** per sf

Result:

[($.0537/sf) x (multiplied by the Estimated 855,481 sf Neat lined area)] x (multiplied by 1.10 for waste and o-lap) = **$50,492.79**

CDM Markup: **$3,534.50**

Total Calculated Change Order Amount: **$54,027.29**

GSE Lining Technology, Inc.
GSE Domestic Sales Department
19103 Gundle Road
Houston, Texas 77073
Phone: 800-435-2008
Fax: 281-230-8650

GSE Project Number: 519150
GSE Customer Number: 119293
GSE Quote Number: 44059 QS
Customer Reference: 519150

SALES QUOTATION

Quote To: Comanco Environmental Construction Corp.
4301 Sterling Commerce Drive
Plant City FL 33566

Project : Piney Point Phase 3
13300 US 1 North
Palmetto FL 34221

Phone: 813 988-8829
Fax: 813 988-8779

Phone:
Fax:

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

Delivery Instructions: :

Line No.	Quote Date	Quote Expiration	Description	Item Number	U/M	Quantity	Unit Price	Extended Price
1	12/29/05	01/29/06	40 mil Avg GSE HD Textured Blk, HD, 2 Side Tex, 22.5'	HDT040A000	SF	1,000,000	.2540	254,000.00
2	12/29/05	01/29/06	60 mil Avg GSE HD Textured Blk, HD, 2 Side Tex, 22.5'	HDT060A000	SF	1,000,000	.3600	360,000.00
3	12/29/05	01/29/06	80 mil Avg GSE HD Textured Blk, HD, 2 Side Tex, 22.5'	HDT080A000	SF	1,000,000	.4660	466,000.00

Special Conditions:

Quote Total US$ 1,080,000.00

Price Escalation and Delivery: **Unless otherwise noted above, 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 take delivery of products within 30 days of issuance of a GSE Order Acknowledgment, or the prices for those products will escalate 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 *Plastic News* under Volume Thermoplastics HDPE & LLDPE Extrusion and Polypropylene Extrusion Fiber-Annual Volumes Greater Than 20 Million Pounds. Quoted prices are based on resin prices at the time of quotation, and are subject to change when *Plastic News* resin prices change. If the above projected period is not met, prices for products will change as published prices in *Plastic News* change. Price changes will be applied proportionally to each product based on that product's standard weight per unit.
b. Prices for non-GSE manufactured materials are subject to price changes based on supplier's increases.

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.

Material Specifications: Unless otherwise agreed in writing by a GSE authorized representative, GSE's standard property values, quality control testing procedures, and documentation apply to the products quoted.

Shipping Policy: GSE Standard Inventory can be shipped in three (3) to five (5) working days after a GSE Order Acknowledgment is issued to Customer. All geocomposites, geonets and geotextiles will be delivered in covered vans and stacked horizontally. Delivery on 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. If GSE elects to substitute comparable material, it will make reasonable efforts to notify Customer in advance of shipment.

Product Quantity Revisions: Any change in products, specifications, or quantities 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 its pricing to reflect the impact of such election.

Roll Sizes: All roll sizes are approximate. Invoicing will be based on actual roll lengths shipped.

Taxes: Taxes are calculated separately at the prevailing jurisdiction's rates currently in effect. Properly signed exemption or direct pay permits must be presented to GSE and accepted by the Tax Authority in order to exempt your order from applicable taxes.

Terms and Conditions: **GSE General Terms and Conditions of Sale including the Supplemental Force Majeure and Fuel Surcharge Clauses, 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, Force Majeure and Fuel Surcharge Clauses.**

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

Comments:

CONFIDENTIAL
For environmental solutions...the world comes to GSE
A Gundle/SLT Environmental, Inc. Company

Accepted by:

Dec 29 2005 1:41PM GSE Lining Technology Inc 281 230 6711 p.1

GSE Lining Technology, Inc.
GSE Domestic Sales Department
19103 Gundle Road
Houston, Texas 77073
Phone: 800-435-2008
Fax: 281-230-8650

GSE Project Number: 519457
GSE Customer Number: 119293
GSE Quote Number: 44664 QS
Customer Reference: 519457

SALES QUOTATION

Quote To: Tommy
Comanco Environmental Construction Corp.
4301 Sterling Commerce Drive
Plant City FL 33566

Project : Piney Point 2006
Palmetto FL

Phone: 813 988-8829
Fax: 813 988-8779

Phone:
Fax:

Payment Terms: Net 30
Shipping Terms F.O.B. Jobsite

Delivery Instructions: :

Line No.	Quote Date	Quote Expiration	Description	Item Number	U/M	Quantity	Unit Price	Extended Price
1	02/15/06	03/17/06	80 mil Avg GSE HD Blk, HD, Smooth, 22.5'	HDE080A000	SF	1,000,000	.3670	367,000.00

Special Conditions:

Quote Total US$ 367,000.00

Price Escalation and Delivery: **Unless otherwise noted above, 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 take delivery of products within 30 days of issuance of a GSE Order Acknowledgment, or the prices for those products will escalate 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 *Plastic News* under Volume Thermoplastics HDPE & LLDPE Extrusion and Polypropylene Extrusion Fiber-Annual Volumes Greater Than 20 Million Pounds. Quoted prices are based on resin prices at the time of quotation, and are subject to change when *Plastic News* resin prices change. If the above protected period is not met, prices for products will change as published prices in *Plastic News* change. Price changes will be applied proportionally to each product based on that product's standard weight per unit.
b. Prices for non-GSE manufactured materials are subject to price changes based on supplier's increases.

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.

Material Specifications: Unless otherwise agreed in writing by a GSE authorized representative, GSE's standard property values, quality control testing procedures, and documentation apply to the products quoted.

Shipping Policy: GSE Standard Inventory can be shipped in three (3) to five (5) working days after a GSE Order Acknowledgment is issued to Customer. All geocomposites, geonets and geotextiles will be delivered in covered vans and stacked horizontally. Delivery on 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. If GSE elects to substitute comparable material, it will make reasonable efforts to notify Customer in advance of shipment.

Product Quantity Revisions: Any change in products, specifications, or quantities 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 its pricing to reflect the impact of such election.

Roll Sizes: All roll sizes are approximate. Invoicing will be based on actual roll lengths shipped.

Taxes: Taxes are calculated separately at the prevailing jurisdiction's rates currently in effect. Properly signed exemption or direct pay permits must be presented to GSE and accepted by the Tax Authority in order to exempt your order from applicable taxes.

Terms and Conditions: **GSE General Terms and Conditions of Sale including the Supplemental Force Majeure and Fuel Surcharge Clauses, 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, Force Majeure and Fuel Surcharge Clauses.**

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

Comments:

CONFIDENTIAL
For environmental solutions...the world comes to GSE
A Gundle/SLT Environmental, Inc. Company

Accepted by:

Feb 17 2006 3:36PM GSE Lining Technology Inc 281 230 6711 p.1

GSE Lining Technology, Inc.
GSE Domestic Sales Department
19103 Gundle Road
Houston, Texas 77073
Phone: 800-435-2008
Fax: 281-230-8650

GSE Project Number: 519457
GSE Customer Number: 119293
GSE Quote Number: 44664 QS
Customer Reference: 519457

SALES QUOTATION

Quote To: Tommy
Comanco Environmental Construction Corp.
4301 Sterling Commerce Drive
Plant City FL 33566

Project : Piney Point 2006
Palmetto FL

Phone: 813 988-8829
Fax: 813 988-8779

Phone:
Fax:

Payment Terms: Net 30
Shipping Terms F.O.B. Jobsite

Delivery Instructions: :

Line No.	Quote Date	Quote Expiration	Description	Item Number	U/M	Quantity	Unit Price	Extended Price
2	02/15/06	03/17/06	40 mil Avg GSE HD Blk, HD, Smooth, 22.5'	HDE040A000	SF	1,000,000	.1830	183,000.00

Special Conditions:

Quote Total US$ 183,000.00

Price Escalation and Delivery: **Unless otherwise noted above, 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 take delivery of products within 30 days of issuance of a GSE Order Acknowledgment, or the prices for those products will escalate 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 *Plastic News* under Volume Thermoplastics HDPE & LLDPE Extrusion and Polypropylene Extrusion Fiber-Annual Volumes Greater Than 20 Million Pounds. Quoted prices are based on resin prices at the time of quotation, and are subject to change when *Plastic News* resin prices change. If the above protected period is not met, prices for products will change as published prices in *Plastic News* change. Price changes will be applied proportionally to each product based on that product's standard weight per unit.

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

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.

Material Specifications: Unless otherwise agreed in writing by a GSE authorized representative, GSE's standard property values, quality control testing procedures, and documentation apply to the products quoted.

Shipping Policy: GSE Standard Inventory can be shipped in three (3) to five (5) working days after a GSE Order Acknowledgment is issued to Customer. All geocomposites, geonets and geotextiles will be delivered in covered vans and stacked horizontally. Delivery on flatbed trailers will incur a 26% freight surcharge.

Substitution of Products: GSE reserves the right to substitute material manufactured at any of its U.S. plants. If GSE elects to substitute comparable material, it will make reasonable efforts to notify Customer in advance of shipment.

Product Quantity Revisions: Any change in products, specifications, or quantities 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 its pricing to reflect the impact of such election.

Roll Sizes: All roll sizes are approximate. Invoicing will be based on actual roll lengths shipped.

Taxes: Taxes are calculated separately at the prevailing jurisdiction's rates currently in effect. Properly signed exemption or direct pay permits must be presented to GSE and accepted by the Tax Authority in order to exempt your order from applicable taxes.

Terms and Conditions: **GSE General Terms and Conditions of Sale including the Supplemental Force Majeure and Fuel Surcharge Clauses, 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, Force Majeure and Fuel Surcharge Clauses.**

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

Comments:

GSE Lining Technology, Inc.
GSE Domestic Sales Department
19103 Gundle Road
Houston, Texas 77073
Phone: 800-435-2008
Fax: 281-230-8650

GSE Project Number: 516150
GSE Customer Number: 119293
GSE Quote Number: 38772 CS
Customer Reference: 516150

SALES QUOTATION

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

Phone: 813 988-8829
Fax: 813 988-8779

Project: Piney Point Stack Closure, PH 3
3095 Highway 640
Mulberry FL 33860

Phone:
Fax:

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

Delivery Instructions: Must deliver by 12/31/04

Line No.	Quote Date	Quote Expiration	Description	Item Number	U/M	Quantity	Unit Price	Extended Price
11	11/22/04	12/22/04	80 mil Avg GSE Weld Edge Text. Blk, HDT, 2 Side Tex, 22.5'	HDT080AW00	SF	1,625,000	.3000	487,500.00
12	11/22/04	12/22/04	80 mil Avg GSE HD Blk, HD, Smooth, 22.5'	HDS080A000	SF	1,430,000	.2780	397,540.00
13	11/22/04	12/22/04	80 mil Avg GSE HD Textured Blk, HD, 1 Side Tex, 22.5'	HST080A000	SF	480,000	.2880	138,240.00

80 mil

Special Conditions:

Quote Total US$ 1,023,280.00

Price Expiration: 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 take delivery of products in the 30 days of issuance of a GSE Order Acknowledgement, or the prices for those products will expire according to the following provisions:
1. Prices for GSE resin based products are subject to escalation based on changes in the price for resin as published in Plastic News on The Web Under Volume The monthly price POLY-ETHYLENE, Linear-Medium, Virgin as Greater Than 30 Million Pounds. Quoted prices are based on resin prices at the time of quotation, and are subject to change when Plastic News makes a specific change. If the above-referenced price is not met, prices for products will change as published in Plastic News. Price changes will be applied proportionally to each product based on that product's theoretical weight per unit.
2. Prices for non-GSE manufactured materials are subject to price changes based on supplier information.

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.

Material Substitutions: Unless otherwise agreed in writing by a GSE authorized representative, GSE's standard warranty applies to quality control testing procedures, and documentation only as it relates to GSE manufactured materials.

Shipping Policy: GSE Scheduled shipments can be shipped in a series (3) to five (5) working days after a GSE Order Acknowledgement is issued to Customer. All shipments are covered and shipped horizontally. Delivery on flatbed trailers will be F.O.B. GSE freight is charge.

Substitution of Products: GSE reserves the right to substitute materials manufactured at any of its U.S. plants if GSE elects to substitute materials, it will make reasonable efforts to notify Customer of the substitution of shipment.

Product Quantity Variations: Any change in production specifications, or quantities by Customer will require a revised Acceptance and Order Acknowledgement. Customer shall be responsible for any additional expenses incurred. GSE shall have the right to adjust its pricing to reflect the changes of such quantities.

Bid Sheet: All bid sheets are approximate, showing only the amount of material to be shipped.

Taxes: Taxes are calculated according to the shipping jurisdiction's rate. Customer is responsible for any applicable taxes. Customer shall provide GSE with any exemption certificate to exempt their order from applicable taxes.

Terms and Conditions of Sale: 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 the General Terms and Conditions of Sale.

EOE: GSE Liner Technologies, Inc. is an Equal Employment Opportunity Employer.

Comments:

CONFIDENTIAL
For environmental protection, the new business of GSE
A Global ESG environmental Company

GSE [illegible]

Accepted by:

Rev:CS - Date 5/14/04

GSE Lining Technology, Inc.
GSE Domestic Sales Department
19103 Gundle Rd.
Houston, Texas 77037
Phone: 800 435-2008
Fax: 281 2308650

Page No: 1
GSE Project Number: 516150
GSE Customer Number: 40796
GSE Quote Number: 36847 QS
Customer Reference: 516150

Joe Benz

SALES QUOTATION

Quote To: COMANCO Environmental Corporation
7911 Professional Place
Tampa FL 33637

Project: Piney Point Stack Closure PH 3
3095 Highway 640
Mulberry FL 33860

Phone: 813 988-8829
Fax: 813 988-8779

Phone:
Fax:

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

Line No.	Quote Date	Quote Expiration	Description	Item Number	UoM	Quantity	Unit Price	Extended Price
1.000	08/30/04	09/30/04	80 mil Avg GSE HD Blk. HD, Smooth, 22.5'	HDE080A000	SF	3,200,000	.2530	809,600.00
2.000	08/30/04	09/30/04	80 mil Avg GSE HD Textured Blk. HD, 2 Side Tex, 22.5'	HDT080A000	SF	3,000,000	.2750	825,000.00
3.000	08/30/04	09/30/04	80 mil Avg GSE HD Textured Blk. HD, 1 Side Tex 22.5'	HST080A000	SF	400,000	.2650	106,000.00
4.000	08/30/04	09/30/04	60 mil Avg GSE HD Textured Blk. HD, 2 Side Tex 22.5'	HDT060A000	SF	1,250,000	.2260	282,500.00
5.000	08/30/04	09/30/04	60 mil Avg GSE HD Blk. HD, Smooth, 22.5'	HDE060A000	SF	1,250,000	.2020	252,500.00

Quote Total US$

Special Conditions:

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 take delivery of products within 30 days of issuance of a GSE Order Acknowledgment, or the prices for those products will escalate 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 Web* under volume Thermoplastics HDPE & LLDPE Extrusion Annual Volumes Greater Than 20 Million Pounds. Quoted prices are based on resin prices at the time of quotation, and are subject to change when *Plastics News* resin prices change. In the above protected period is not met, prices for products will change as published prices in *Plastics News* change. Price changes will be applied proportionally to each product based on that product's standard weight per unit.

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

c. Above pricing is based on all products quoted being purchased. If all products are not purchased, a price adjustment will be required.

Material Warranty: All prices are quoted with GSE's Standard Limited Material Warranty. GSE will "pass through" the original manufacturer's warranty for all products not manufactured by GSE.

Material Specifications: Unless otherwise agreed in writing by a GSE authorized representative, GSE's standard property values, quality control testing procedures, and documentation apply to the products quoted.

Shipping Policy: A lead time of three (3) to five (5) working days is required to ship GSE standard inventory in stock, after a GSE Order Acknowledgment is issued. All geocomposites, geonets and geotextiles will be delivered in covered vans and stacked horizontally. Delivery on flatbed trailers will incur a 35% freight surcharge.

Substitution of Products: GSE reserves the right to substitute material manufactured at any of its U.S. plants. If GSE elects to substitute comparable material, it will make reasonable efforts to notify Customer in advance of shipment.

Product Quantity Revisions: Any change in products, specifications, or quantities will require a revised quotation. If Customer elects to purchase only a portion of the products quoted, GSE shall have the right to adjust its pricing to reflect the impact of such election.

Roll Sizes: A roll sizes quoted, on sales rate. Special roll dimensions will result in a surcharge. Invoicing will be based on actual roll lengths shipped.

Taxes: Prices quoted are exclusive of applicable taxes, which are calculated separately at the prevailing jurisdiction's rates currently in effect. Properly signed exemption or direct pay permits must be presented to GSE, not accepted by the Tax Authority in order to exempt your order from applicable taxes.

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.

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

Comments:

CONFIDENTIAL
For environmental solutions, the world comes to GSE
A Gundle/SLT Environmental, Inc. Company

Accepted by:

GSE Lining Technolo[illegible]c.
GSE Domestic Sales [illegible]artment
19103 Gundle Rd.
Houston, Texas 77037
Phone: 800 435-2008
Fax: 281 2308660

Page No: 2
GSE Project Number: 516150
GSE Customer Number: 40796
GSE Quote Number: 36847 QS
Customer Reference: 516150

SALES QUOTATION

Quote To: COMANCO Environmental Corporation
7911 Professional Place
Tampa FL 33637

Project: Piney Point Stack Closure, PH 3
3095 Highway 640
Mulberry FL 33860

Phone: 813 988 8829
Fax: 813 988-8779

Phone:
Fax:

Payment Terms: Subject to approved credit | Delivery Instructions:

Shipping Terms: F.O.B. Jobsite

Line No.	Quote Date	Quote Expiration	Description	Item Number	UoM	Quantity	Unit Price	Extended Price
5.000	08/30/04	09/30/04	40 mil Avg GSE HD Textured Blk. HD, 2 Side Tex. 22.5'	HDT040A000	SF	3,000,000	.1590	477,000.00
7.000	08/30/04	09/30/04	40 mil Avg GSE HD Blk. HD, Smooth, 22.5'	HDE040A000	SF	3,000,000	.1350	405,000.00

Quote Total US$

Special Conditions:

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 take delivery of products within 30 days of issuance of a GSE Order Acknowledgment, or the prices for those products will escalate 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 Web* under volume Thermoplastics HDPE & LLDPE Extrusion-Annual Volumes Greater Than 20 Million Pounds. Quoted prices are based on resin prices at the time of quotation, and are subject to change when *Plastics News* resin prices change. If the above projected period is not met, prices for products will change as published prices in *Plastics News* change. Price changes will be applied proportionally to each product based on that product's standard weight per unit.

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

c. Above pricing is based on all products quoted being purchased. If all products are not purchased, a price adjustment will be required.

Material Warranty: All prices are quoted with GSE's Standard Limited Material Warranty. GSE will "pass through" the original manufacturer's warranty for all products not manufactured by GSE.

Material Specifications: Unless otherwise agreed in writing by a GSE authorized representative, GSE's standard property values, quality control testing procedures, and documentation apply to the products quoted.

Shipping Policy: A lead time of three (3) to five (5) working days is required to ship GSE standard inventory in stock, after a GSE Order Acknowledgment is issued. All geocomposites, geonets, and geotextiles will be delivered in covered vans and stacked horizontally. Delivery on 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. If GSE elects to substitute comparable material, it will make reasonable efforts to notify Customer in advance of shipment.

Product Quantity Revisions: Any change in products, specifications, or quantities will require a revised quotation. If Customer elects to purchase only a portion of the products quoted, GSE shall have the right to adjust its pricing to reflect the impact of such election.

Roll Sizes: All roll sizes quoted are approximate. Special roll dimensions will result in a surcharge. Invoicing will be based on actual roll lengths shipped.

Taxes: Prices quoted are exclusive of applicable taxes, which are calculated separately at the prevailing jurisdiction's rates currently in effect. Properly signed exemption or direct pay permits must be presented to GSE and accepted by the Tax Authority in order to exempt your order from applicable taxes.

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.

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

Comments:

CONFIDENTIAL
For environmental solutions, look while comes to GSE
A GenerisSLT Environmental, Inc. Company

Accepted by:

GSE [illegible]007

Rev05 Date 5.24.04

QUOTATION
(Revised 1/3/06)

Mr. Tommy Topp
Comanco

Project Number: 05122269
Project Name: Piney Point Phase 3
Location: Palmetto, FL
Application:
Bid Date: December 22, 2005
Terms: Net 45 days

Product	Quantity	Roll Size	F.O.B.	Unit Price	Total Price	Warranty
40 mil HDPE Microspike ®	1,007,400 SF 73 rolls	23' x 600'	Palmetto, FL	.262/sf	$263,938.80	Agru Standard
60 mil HDPE Microspike ®	999,580 SF 106 rolls	23' x 410'	Palmetto, FL	.366/sf	$365,846.28	Agru Standard
80 mil HDPE Microspike ®	1,003,352 SF 133 rolls	23' x 328'	Palmetto, FL	.522/sf	$523,749.74	Agru Standard

Note: *All quotation prices and material availability are subject to change due to "Force Majeure". Manufacturing and delivery schedule will be advised.*

Exceptions/Clarifications and Special Requirements: Per Ardaman Specifications.

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

Tommy Topp
Comanco Environmental Corporation
4301 Sterling Commerce Drive
Plant City, FL 33566

Project Number: 06022099
Project Name: Piney Point Phosphate Plant
Location: Palmetto, FL
Application:
Bid Date: February 20, 2006
Terms: Net 45 days

Product	Quantity	Roll Size	F.O.B.	Unit Price	Total Price	Warranty
80 mil HDPE Smooth	1,008,800 SF 139 rolls	22.5' x 320'	Palmetto, FL	.3812/sf	$381,504.96	Agru Standard
40 mil HDPE Smooth	1,009,125 SF 69 rolls	22.5' x 650'	Palmetto, FL	.1936/sf	$195,366.60	Agru Standard

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

Exceptions/Clarifications and Special Requirements: Ardaman specifications.
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!

August 2004

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

Product	Quantity	Roll Size (ft)	F.O.B.	Unit Price	Total Price	Warranty
80 mil HDPE Smooth	3,219,525 SF 349 rolls	22.5' x 410'	Palmetto, FL	.2543/sf	$818,725.21	Agru Standard
80 mil HDPE Microspike ® Double Sided	3,008,170 SF 319 rolls	23' x 410'	Palmetto, FL	.2815/sf	$846,799.86	Agru Standard
80 mil HDPE Microspike ® Single-Sided	406,440 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 295 rolls	22.5' x 650'	Palmetto, FL	.1302/sf	$590,355.38	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	40lb Spools	Palmetto, FL	$2.00	$22,000.00	Agru Standard

.2543
.2815
.2694

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.

TOTAL PETROCHEMICALS

RECEIVED
SEP 0 9 2005
GSE PURCHASING

cc: SB
KC
EE
GS

September 9, 2005

RE: Price Increase

Please be advised that effective October 1, 2005, Total Petrochemicals USA, Inc. will increase prices $0.05 per pound for all grades of polyethylene resins. This is in addition to the most recently announced price increase of $0.07 per pound effective September 15, 2005, which is being implemented on that date.

Please note that current polyethylene economics and inventory levels place added importance on production planning and the scheduling of shipments. We ask your assistance in providing adequate lead times and forecasts for orders during the next several months. Orders will be accepted at historical monthly levels where possible. When accepted and when possible, orders will be shipped consistent with historical shipping patterns.

Your Total account manager will be in touch with you to answer any questions you may have. We appreciate your continued business and look forward to serving your future needs with high quality polyethylene resins and services.

Sincerely,

Michael J. Goins
Product Manager
Polyethylene

9/15/05 $0.07
10/1/05 0.05
11/1/05 0.08
11/15/05 0.05
$0.25

TOTAL

TOTAL PETROCHEMICALS USA, INC.
P.O. Box 674411, Houston, Texas, 77267-4411
15710 John F Kennedy Blvd., Houston, Texas, 77032
Tel: 281.227.5000

TOTAL PETROCHEMICALS

RECEIVED
SEP 30 2005
GSE PURCHASING

cc: SB
KC
EE
GS

September 30, 2005

RE: Price Increase

Please be advised that effective November 1, 2005, Total Petrochemicals USA, Inc. will increase prices $0.08 per pound for all grades of polyethylene resins. This is in addition to the most recently announced price increase of $0.05 per pound, effective October 1, 2005.

Please note that current polyethylene economics and inventory levels place added importance on production planning and the scheduling of shipments. We ask your assistance in providing adequate lead times for orders during the next several months. When accepted, orders will be shipped in a pattern consistent with historical shipping patterns.

Your Total account manager will be in touch with you to answer any questions you may have. We appreciate your continued business and look forward to serving your future needs with high quality polyethylene resins and services.

Sincerely,

Michael J. Goins
Product Manager
Polyethylene

TOTAL
TOTAL PETROCHEMICALS USA, INC.
P.O. Box 674411, Houston, Texas, 77267-4411
15710 John F Kennedy Blvd., Houston, Texas, 77032
Tel: 281.227.5000

TOTAL PETROCHEMICALS

RECEIVED
OCT 20 2005
GSE PURCHASING

cc: SB
KC
EE
GJ
GH

October 20, 2005

RE: Price Increase

Please be advised that effective November 15, 2005, Total Petrochemicals USA, Inc. will increase prices $0.05 per pound for all grades of polyethylene resins, with an additional $0.03 per pound for all bimodal HMW HDPE grades. This is in addition to the most recently announced price increase of $0.08 per pound, effective November 1, 2005.

Please note that current polyethylene economics and inventory levels place added importance on production planning and the scheduling of shipments. We ask your assistance in providing adequate lead times for orders during the next several months. When accepted, orders will be shipped in a pattern consistent with historical shipping patterns.

Your Total account manager will be in touch with you to answer any questions you may have. We appreciate your continued business and look forward to serving your future needs with high quality polyethylene resins and services.

Sincerely,

Michael J. Goins
Product Manager
Polyethylene

Bob will be back
year
end
2005

TOTAL
TOTAL PETROCHEMICALS USA, INC.
P.O. Box 674411, Houston, Texas, 77267-4411
15710 John F Kennedy Blvd., Houston, Texas, 77032
Tel: 281.227.5000

Chevron Phillips Chemical Company LP

cc: SB
KC
EE
GJ

September 15, 2005

Joseph W. Locke
Sales Manager
Polyethylene

10001 Six Pines Drive
The Woodlands, TX 77380

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

Phone: 832-813-4457
Fax: 832-813-4410

lockejw@cpchem.com

www.cpchem.com

Tracy Bradford
GSE Lining Technology, Inc.
19103 Gundle Road
Houston, TX 77073

Dear Tracy Bradford:

Chevron Phillips Chemical Company LP will implement a five-cent ($0.05) per pound polyethylene price increase on October 15th, 2005. This increase is in addition to all previously announced polyethylene price increases in 2005.

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 or need further information regarding polyethylene market conditions.

Sincerely,

Joseph W. Locke
Sales Manager
Polyethylene
Chevron Phillips Chemical Company LP

11/22/05 0.11
10/15/05 0.05
11/1/05 0.09
11/15/05 0.05
0.29

Chevron Phillips Chemical Company LP

Joseph W. Locke
Sales Manager
Polyethylene

10001 Six Pines Drive
The Woodlands, TX 77380

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

Phone: 832-813-4457
Fax: 832-813-4410

lockejw@cpchem.com

www.cpchem.com

RECEIVED
OCT 0 3 2005
GSE PURCHASING

September 28, 2005

cc: SB
KC
EE
GJ

Tracy Bradford
GSE Lining Technology, Inc.
19103 Gundle Road
Houston, TX 77073

Dear Tracy Bradford:

Chevron Phillips Chemical Company LP will implement an eight-cent ($0.08) per pound polyethylene price increase on November 1st, 2005 without delay. This increase is in addition to previously announced polyethylene price increases in 2005.

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 or need further information regarding polyethylene market conditions.

Sincerely,

Joseph W. Locke
Sales Manager
Polyethylene
Chevron Phillips Chemical Company LP

Chevron Phillips Chemical Company LP

RECEIVED
OCT 19 2005
GSE PURCHASING

cc: SB
KC
EE
GJ
GH

Joseph W. Locke
Sales Manager
Polyethylene

10001 Six Pines Drive
The Woodlands, TX 77380

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

Phone: 832-813-4457
Fax. 832-813-4410

lockejw@cpchem.com

www.cpchem.com

October 19, 2005

Dear Customer:

Chevron Phillips Chemical Company LP will implement a five-cent ($0.05) per pound polyethylene price increase on November 15th, 2005 without delay. This increase is in addition to previously announced polyethylene price increases in 2005.

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 or need further information regarding polyethylene market conditions.

Sincerely,

JW Locke

Joseph W. Locke
Sales Manager
Polyethylene
Chevron Phillips Chemical Company LP

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: 832-813-4487
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,

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

Coates, John

From: Fuleihan, N (Priority) [NFuleihan@ardaman.com] **Sent:** Mon 2/27/2006 11:45 AM
To: Coates, John
Cc: Werner, Rob; Dean Carter (E-mail); Cruz, Michael; Solters, Stephen; Coram, Phil
Subject: RE: Revised Liner Quantity and Resin Price Adjustment Change Order
Attachments: 2006 Revised Liner Resin Cost .pdf(31KB) Phase II Liner rev 2 2.24.06.XLS (79KB) Liner and Resin Price Backup Documents .pdf(1006KB)

John:

In their revised submittal, CDM have adequately addressed the comments raised in my February 14, 2006 e-mail and they have revised the change order price request accordingly. There is only one small error in the latest submittal in the change in liner resin price for the 40-mil liner, wherein CDM is using $0.0537/sf instead of the calculated $0.0539412/sf. This small error is not in CDM's favor. It underestimates the change order price by $286.16. Hence, the requested change order amount of $260.613.80 should actually be $260,899.96.

Based on the above, I recommend approval of CDM's revised change order as submitted, or after making the $286.16 adjustment.

Nadim F. Fuleihan

-----Original Message-----
From: Coates, John [mailto:John.Coates@dep.state.fl.us]
Sent: Friday, February 24, 2006 9:47 AM
To: Fuleihan, N (Priority)
Cc: Werner, Rob; Dean Carter (E-mail); Cruz, Michael; Solters, Stephen; Coram, Phil

Subject: FW: Revised Liner Quantity and Resin Price Adjustment Change Order

Nadim,

Please see the revised change order submitted by CDM following discussions on previous questions and documentation needed to support this request. This change order request includes adjusted liner quantities and an adjustment increased liner resin prices as outlined on Attachment C of contract SP644.

Please review this revised change order request and provide the Department with your recommendation on whether the submitted calculations and documentation are consistent with the provisions in our contract.

Thanks so much.

John

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

Office: (850) 488-8217, ext. 17
Fax: (850) 412-0714

-----Original Message-----
From: Carter, Dean [mailto:CarterDE@cdm.com]
Sent: Friday, February 24, 2006 8:59 AM
To: Coates, John
Cc: Nadim Fuleihan (E-mail); Rob Werner (E-mail); Solters, Stephen; Cruz, Michael
Subject: Revised Liner Quantity and Resin Price Adjustment Change Order

John,
Attached are final version of change order files per our discussion yesterday.
Dean

<<2006 Revised Liner Resin Cost .pdf>> <<Phase II Liner rev 2 2.24.06.XLS>> <<Liner and Resin Price Backup Documents .pdf>>