

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

Change Order No.: SP644-014

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
C2 and C3	Pursuant to Paragraph 34.D, and Attachment C of DEP Contract No. SP644, this Change Order provides a cost adjustment for agreed upon soil cover quantities for Phase I and II Slopes (Tasks C3a and C3b.), NGS-S and OGS Cap Areas (Tasks C2b. and C2c.), and the NGS Relief Ditch (Task C2d.). In addition, this Change Order provides a like cost adjustment for the quantities of Phase II gypsum fill/earthwork (Task C3b.) including addition of imported fill needed for construction of the Phase II storm water ditch and pond system. The neat quantity and cost of imported soil fill, as agreed upon by the Department and CDM on 11/15/06, was calculated based on the difference between the agreed upon Ardaman soil fill quantity and the calculated amount of locally available soil cut (49,745 - 24,432 = 25,313 cy) where the local neat soil volume was determined from the Ardaman cut volume (i.e., 30,540 cy /1.25 or 24,432 cy) and a CDM neat/in-place soil purchase cost of (\$7.95 cy loose * 1.35 = \$10.73 / cy neat).	No Change	No Change	No Change	(\$256,415.00)	Yes
C3a. and C3b.	Pursuant to paragraph 34.D. and Attachment C of DEP Contract No. SP644, this Change Order provides a lump sum cost for additional panel drains per the Engineer's specification for the OGS Slope Pond, OGS-N Cap Area, and the Phase I and II ditches. The CDM October 20, 2006 scope and cost proposal was reviewed and recommended for approval based on the 10/25/06 correspondence from the Engineer and CDM.	As noted	No Change	No Change	\$37,938.00	Yes

Total Increase or Decrease in Project Costs resulting from this Change Order: (\$218,477.00)

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

Total Impact on Ceiling Amount all Change Orders (SP644-001 to SP644-014) to Date: \$222,095.00

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

Current Ceiling Amount Adjustments Needed: \$222,095.00

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.

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DEP Contract No. SP644
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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 SP644-014) 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
DEP Contract No. SP644, Attachment C	DEP Contract No. SP644, Attachment C revised per Change Order SP644-014	8
October 16, 2006 Cover Soil correspondence	October 16, 2006 Cover Soil correspondence including September 6, 2006 quantity tabulation	3
June 14, 2006 Phase II earthwork quantity correspondence	June 14, 2006 Phase II earthwork quantity correspondence including March 2, 2006 quantity tabulation	4
October 25, 2006 Panel Drain Approval Correspondence	October 25, 2006 Panel Drain Approval Correspondence with CDM and Engineer	2
CDM October 20, 2006 scope and cost proposal for panel drains	October 20, 2006 scope and cost proposal as reviewed by the Engineer	12

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 ⁽⁶⁾
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 ⁽⁶⁾
B. PROCESS WATER CONSUMPTION						
B1	Years 1-2, Up to 712.5 MGal Consumption ⁽¹⁰⁾	\$ 6,971,211	\$ 10.70 / 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.
	Years 3-5, Greater than 712.5 MGal Consumption up to 950 MGal Consumption	\$ 2,021,268	\$ 8.51 / 1,000 gal.			
	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.	\$ 0.00	\$ 0.00 / 1,000 gal.			
	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	NA	\$ 12.40 / 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."
	Year 2, Additional 7.1 MGal / inch rainfall above 55 inches		\$ 13.02 / 1,000 gal.			
	Year 3, Additional 4.1 MGal / inch rainfall above 55 inches		\$ 14.66 / 1,000 gal.			
B3	Year 1, Debited 10.6 MGal / inch rainfall less than 50 inches	NA	\$ 5.63 / 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."
	Year 2, Debited 7.1 MGal / inch rainfall less than 50 inches		\$ 5.63 / 1,000 gal.			
	Year 3, Debited 4.1 MGal / inch rainfall less than 50 inches		\$ 1.66 / 1,000 gal.			
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: \$9,274,479 ⁽³⁾

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DESCRIPTION		Fixed-Price	Lump Sum Unit Rate	APPROVAL PERIOD ⁽⁵⁾	DELIVERABLES	PAYMENT BASIS ⁽⁸⁾
C. CLOSURE CONSTRUCTION ACTIVITIES						1. Invoice based on Percent Complete, approved by Third Party Engineer, of the lump sum amount for each construction phase and each work segment.
	RESERVOIR SLOPE COVER (All 4 Ponds)					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.
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		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.
C2b	NGS-S Cap Area (2005)	\$849,216	⁽⁴⁾	10	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⁾.	
C2c	OGS Cap Areas (2005)	\$907,513	⁽⁴⁾	10		
C2d	NGS-N Relief Ditch (2005)	\$749,766	⁽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				End of Construction Phase: - Engineer's certification of completion of construction for each activity - As Built drawings for each activity	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.
C3a	Phase I Slopes - OGS (2005)	\$2,344,233	⁽⁴⁾	10		
C3b	Phase II Slopes - NGS (2006)	\$3,155,138	⁽⁴⁾	10		
	COOLING/SLUDGE PONDS & DITCHES					
C4a	NCP Closure	\$3,787,926	⁽⁴⁾	10		
C4b	SCP Closure	\$7,654,041	⁽⁴⁾	10		
						3. Invoices may include a lump sum allocation for stored materials under Task C3a (Phase I Slopes) where provided in accordance with Note ⁽⁹⁾ below.
C5	Gypsum Fill Management	\$305,877	⁽⁴⁾	10		

Task C, Total Lump Sum: \$31,868,507

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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⁾ .

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⁾.
- ⁽⁹⁾ In accordance with Change Order SP644-011, invoices for Task C3a (Phase I Slopes) may include a percent complete and corresponding lump sum allocation reflecting stored silica gravel to be used during the installation of drains associated with this Task, where the stored material quantity and value has been approved by the Engineer. Supporting documentation shall be provided with the invoice for the Engineer's review to determine that the stored materials conform to that specified for the task.
- ⁽¹⁰⁾ In accordance with Change Order SP644-012, the Year 1-2 lump sum amount for water consumption was adjusted from \$7,624,007 to 6,971,211 based on Year 1 adjustments for rainfall deficit, 30-day rolling average ammonia-nitrogen treatment compensation, and OGS-N fresh water input adjustments.
- ⁽¹¹⁾ In accordance with Change Order SP644-013, invoices for Task C3b (Phase II Slopes) and C4b. (SCP) may include a percent complete and corresponding lump sum allocation reflecting stored silica gravel and HDPE piping, manholes, and related structures to be used during construction associated with these Tasks, where the stored material quantity and value has been approved by the Engineer. Supporting documentation shall be provided with the invoice for the Engineer's review to determine that the stored materials conform to that specified for the task.

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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	175,000	\$ 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 (See Notes 16 and 17)	lump	lump	lump	\$ 157,022	-	-			
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	\$ 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 (See Note 26)	cy	25,000	29,150	\$ 290,400	\$ 9.96	\$ 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	-	-	\$ 849,216.48		
	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 (see note 26)	cy	24,000	33,600	\$ 344,479	\$ 10.25	\$ 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	-	-	Total Task C2c		
	OGS Cap Areas Soil Cover Mobilization (see Note 6)	lump	lump	lump	\$ 34,942	-	-			
	Other Ancillary	lump	lump	lump	\$ 53,114	-	-	\$ 907,513.29		
	Task C2d. NGS-N Relief Ditch (2005)									
	Gypsum Fill (see Note 14)	cy	5,000	28,100	\$ 167,855	\$ 5.97	\$ 5.97			
	60-Mil HDPE Liner (see Note 9)	sf	300,000	292,703	\$ 150,342	\$ 0.514	\$ 0.47			
	Soil Cover (see Note 27)	cy	18,000	27,500	\$ 287,335	\$ 10.45	\$ 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	-	-	\$ 749,766.40		
	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		
	C3	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 (see Note 24)	cy	80,000	43,000	\$ 543,251	\$ 12.63	\$ 12.63		
Soil Cover (OGS Slope Pond) (See Note 24)		cy	80,000	7,565	\$ 95,574	\$ 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			
Additional Panel Drains - OGS (see Note 30)										
OGS Slope Pond and OGS-N Cap Area		lump	lump	lump	\$ 21,941	-	-	Total Task C3a		
Phase I (OGS) Ditches		lump	lump	lump	\$ 10,749	-	-			
Other Ancillary		lump	lump	lump	\$ 97,241	-	-	\$ 2,344,232.58		

**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		
	Task C3b. Phase II Slopes - NGS (2006)								
	Gypsum/Earthwork (see note 28)	cy	50,000	72,995	\$ 150,411	\$ 2.06	\$ 2.06		
	Soil Import/Earthwork (see note 29)	cy	na	25,313	\$ 271,608	\$ 10.73	na		
	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 (see Note 25)	cy	70,000	81,200	\$ 1,025,860	\$ 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		
	Additional Panel Drains - Phase II (NGS) Ditches (see Note 30)	lump	lump	lump	\$ 5,248				
	Other Ancillary	lump	lump	lump	\$ 95,759	-	-		
							Total Task C3b	TOTAL ITEM C3	
							\$ 3,155,138.37	\$ 5,499,370.95	
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.1 SCP-S Phase I Closure (see note 21)								
	Earthwork (Soil) (see Note 22)	cy	25,000	43700	\$ 298,034	\$ 6.82	\$ 6.82		
	80-Mil HDPE Liner (Process Water Sump) (see Notes 18)	sf	485,000	496,908	\$ 391,062	\$ 0.787	\$ 0.69		
	Construct SCP Relief Ditch	cy	--	11,000	\$ 38,304	\$ 3.48	--		
	Construct Partition Dike	cy	--	25,000	\$ 170,500	\$ 6.82	--		
	Grade/Dewater for Sump	lump	--	lump	\$ 37,000		--		
	Seepage Relief Drain	lf	--	470	\$ 58,656	\$ 124.80	\$ 114.80		
	Soil Grassing								
	Seeding (Limited Cap Areas for Process Water Sump)	ac	--	1	\$ 2,343	\$ 2,343.00	\$ 2,343.08		
	Other Ancillary	lump	lump	lump	\$ 117,242				
								Total Task C4b.1	
								\$ 1,113,141.00	
	Task C4b.2 SCP-S Phase II and SCP-N Closure								
	Earthwork (Soil)	cy	25,000	24754	\$ 168,888	\$ 6.82	\$ 6.82		
	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	6,030	6195	\$ 711,166	\$ 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	99	99	\$ 231,965	\$ 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	\$ 50,479					
							Total Task C4b.2	TOTAL ITEM C4	
							\$ 6,540,900.30	\$ 11,441,967	
ITEM C5. GYPSUM FILL MANAGEMENT									
Task C5a. Phase I Slopes - Excess Placement (See Note 23)									
OGS West Slope Fattening and Slope Pond	cy	--	17,680	\$ 69,129	\$ 3.91	\$ 3.91			
OGS-S Cap West Dike Relocation	cy	--	3,920	\$ 23,402	\$ 5.97	\$ 5.97			
Northeast Corner NGS-N Ramp Fattening	cy	--	2,900	\$ 17,313	\$ 5.97	\$ 5.97			
OGS S., NGS-N Rel. Ditch S. and OGS S. at NGS-N W. Slopes	cy	--	8,405	\$ 17,314	\$ 2.06	\$ 2.06			
							Total Task C5a.		
							\$ 127,158.00		
Task C5b. Phase I Excess Gyp/Soil Stockpiles (See Note 23)									
Gypsum Stockpiles (1-10) & OGS Ditch Deficiency (see Note xx)	cy	--	11,500	\$ 43,930	\$ 3.82	\$ 3.82			
Gypsum from OGS S. berm to Phase II NGS Slopes	cy	--	3,700	\$ 25,789	\$ 6.97	\$ 6.97			
Gypsum/Soil mix stockpile - SCP Process Water Sump Partition	cy	--	25,000	\$ 109,000	\$ 4.36	\$ 4.36			
							Total Task C5b.	TOTAL ITEM C5	
							\$ 178,719.00	\$ 305,877	
ITEM C - CLOSURE CONSTRUCTION TOTAL							\$ 31,868,507		\$ 31,868,507
See Notes on Following Page.									

**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
NOTES: - The "Engineer's Estimate" column reflects those quantities provided by the Engineer for the Department under the ITN and BAFO. - 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. - CDM's BAFO values for Other Ancillary items were prorated to individual tasks on the basis of total task price. - 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. - 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. - 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. - 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. - 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. - 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. - 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. - 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. - 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. - 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. - 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. - 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. - CDM's original BAFO Lump Sum Price for Other Ancillary under Task C1, Reservoir 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. - 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. - 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. - 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. - 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. - The Task Breakdown for Task C4b. was modified into Tasks C4b.1 and C4b.2 per the June 9, 2006 Dispute Resolution Agreement - Process Water Sump Cost Breakout. Task elements under Task C4b.1 and Task C4b.2 have been modified as specified under this June 9, 2006 agreement. - CDM's original BAFO earthwork quantity for the SCP was revised from 49,508 to 24,754 cy for SCP-S Phase II and SCP-N activity with the balance (i.e., 24,754 cy) being allocated and increased to 43,700 cy for the process water sump under SCP-S Phase I tasks per the June 9, 2006 Dispute Resolution Agreement - Process Water Sump Cost Breakout. - Task 5, Gypsum Fill Management, added in accordance with Change Order SP644-013, in order to provide for increased quantities of gypsum fill that needed to be either placed and compacted in addition to design quantities (Task C5a.), or material that needed to be stockpiled or placed (Task C5b.) for future works in relation to the Phase I gypsum/earthwork activities under the contract. - CDM's original BAFO quantity for Phase I (OGS) soil cover changed from 88,878 cy and \$1,121,598 to 43,000 cy and \$543,251 for the OGS ditches and 7,565 cy and \$95,574 for the OGS Slope Pond per Change Order SP644-014. - CDM's original BAFO quantity for Phase II (NGS) soil cover changed from 77,681 cy and \$981,402 to 81,200 cy and \$1,025,860 per Change Order SP644-014. - CDM's original BAFO quantities for NGS-S Cap Area soil cover changed from 37,725 cy and \$387,232 to 29,150 cy and \$290,400; and CDM's original BAFO quantity for OGS Cap Areas changed from 34,000 cy and \$348,996 to 33,600 cy and \$344,479, based on the original BAFO lump sum with a unit rate of \$11.29 / cy, per Change Order SP644-014. - CDM's original BAFO quantity for NGS-N Relief Ditch soil cover changed from 22,578 cy and \$231,754 to 27,500 cy and \$287,335, based on the original BAFO lump sum with a unit rate of \$11.29 / cy, per Change Order SP644-014. - CDM's original BAFO quantity for Phase II Slopes gypsum fill/earthwork was revised from 94,319 cy and \$194,351 to 72,995 cy and \$150,411 per Change Order SP644-014. - CDM's original BAFO quantity and the Engineer's estimate for Phase II Slopes gypsum fill/earthwork did not include a quantity for imported soil fill that was needed in addition to local soil fill to complete construction of the Phase II ditch and stormwater pond system. The calculated imported soil fill/earthwork quantity (neat) of 25,313 cy and cost of \$271,608 were added per Change Order SP644-014. - Task C3 was modified to include additional panel drains (as noted above), based on the Engineer's revised drawings, for a total cost of \$37,938 per Change Order SP644-014.						

Coates, John

From: Carter, Dean [CarterDE@cdm.com]
Sent: Monday, October 16, 2006 5:28 PM
To: Coates, John; Solters, Stephen; Cruz, Michael
Cc: NFULEIHAN@ardaman.com; RWerner@ardaman.com; Coffman, Carolyn; Tim Morrow
Subject: RE: (CDM/Compass Soil Cover Quantities)

Attachments: Soil Cover Quantities - Rev 4.XLS



Soil Cover
Quantities - Rev 4

John,

CDM and Compass are in agreement with the Ardaman quantities for soil cover for Items C2 and C3 of Table 1 and for Item C4 for the OGS South compartment reservoir slope. Compass is checking their calculations for the OGS North compartment reservoir slopes in an effort to reconcile the difference in their calculation versus the Ardaman calculation. I have attached REV 4 of the cover soil spreadsheet for the record.
Dean

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

From: Coates, John [mailto:John.Coates@dep.state.fl.us]
Sent: Thursday, September 07, 2006 7:29 AM
To: Carter, Dean; Solters, Stephen; Cruz, Michael
Cc: NFULEIHAN@ardaman.com; RWerner@ardaman.com; Coffman, Carolyn
Subject: FW: (CDM/Compass Soil Cover Quantities)

Dean,

Attached please find relevant information and an updated tabulation of cover soil quantities following review of the available information by Ardaman. In particular, I would like to review the cover soil quantities for cover soil tasks under Items C2 and C3 of Table 1, Attachment C (Payment and Deliverable Schedule) with yourself and Ardaman so that we may finalize a change order to address changed cover soil volumes based on the final design drawings that are now available.

Time permitting, I would like to review these following today's status meeting at Piney Point.

Thanks

John

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

From: Werner, Rob [mailto:RWerner@ardaman.com]
Sent: Wed 9/6/2006 4:24 PM
To: Coates, John
Cc: Fuleihan, N (Priority)
Subject: FW: (CDM/Compass Soil Cover Quantities)

John,

Please discard my prior email which had the wrong spreadsheet attached. (In my previous attempt, I inadvertently attached Rev. 4 of a former closure cost summary spreadsheet). The newly attached soil cover quantity summary is as advertised below.

Rob Werner

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

From: Werner, Rob

Sent: Wednesday, September 06, 2006 12:55 PM

To: 'Coates, John'

Cc: Fuleihan, N (Priority)

Subject: RE: (CDM/Compass Soil Cover Quantities

John,

The attached spreadsheet contains an updated version (Rev. 4) of our summary of the Engineer's cover soil volume estimates along with quantities estimated by CDM/Comapss. This table supersedes the tabulation attached to my email dated 3/22/06 (copy attached), and includes an updated soil cover quantity of 81,200 cy for the Phase II NGS Ditches and Stormwater Pond. (Our previously reported estimate of 74,000 inadvertently omitted the volume of soil needed to cover the exterior perimeter crest roads of the NGS-N and NGS-S.) Also attached is a pdf copy of calculations provided by Compass for the NGS ditches and stormwater pond. As described in the attached 3/22/06 email, these calculations again indicate that the Compass estimate includes an 8% "contingency" above the neat, in-place design volume. As noted in the attached spreadsheet, this "contingency" has been discounted in the tabulation.

Rob Werner

9/6/2006
Rev. 4

PINEY POINT SOIL COVER QUANTITY SUMMARY

ITEM	NEAT IN-PLACE QUANTITIES		
	Ardaman	CDM/Compass	CDM BAFO Quantity
Item C2. NGS-S Compartment			
OGS-N Cap	13,200	14,390	237,303
OGS-S Cap	20,400	21,730	
NGS-S Cap	29,150	30,123	
NGS-N Relief Ditch	27,500	27,149	
NGS-S Reservoir	165,750	166,790	
Item C3. Stack Slopes and Ditches			
OGS Slope Pond	7,565	7,837	166,459
OGS Ditches	43,000	43,363	
NGS Ditches & Stormwater Pond	81,200	80,687	
Item C4. Cooling/Sludge Ponds			
SCP-S Cap & Ditches	Pending	Pending	396,554
SCP-N Closure	Pending	Pending	
NCP Closure	Pending	Pending	
Item C1. NGS-N, OGS-S & OGS-N			
OGS-S Pond Soil Cover	71,250	77,292	270,000
OGS-N Pond Soil Cover	81,200	97,711	
NGS-N Pond Soil Cover	88,500	Pending	

Note: CDM/Compass quantities for the NGS-N Relief Ditch, OGS Slope Pond and NGS Ditches & Stormwater Pond and do not include the 8% "contingency" reported in the calculations reported by CDM for Ardaman's review. (It is suspected that the CDM/Compass quantities for the OGS-S and OGS-N Pond may also include a similar "contingency" which has not been discounted.)

Note: Ardaman's estimated quantity for the NGS-S Pond Soil Cover is based on preliminary calculations considering that the future detailed NGS-N cover design will incorporate the same features as included in the final designs for the OGS-S and OGS-N slope cover.

Coates, John

From: Carter, Dean [CarterDE@cdm.com]
Sent: Wednesday, June 14, 2006 8:56 AM
To: Coates, John
Subject: RE: Emailing: Phase II Slope - Cut-Fill Quantities (1-23-06)

John,
This email is to confirm that CDM/Moretrench are in agreement with the Ardaman fill quantities for the Phase Two slopes. These quantities were verbally agreed to in the March 30, 2006 construction meeting. If any questions feel free to contact me.
Dean

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

From: Coates, John [mailto:John.Coates@dep.state.fl.us]
Sent: Tuesday, June 13, 2006 3:20 PM
To: Carter, Dean
Subject: FW: Emailing: Phase II Slope - Cut-Fill Quantities (1-23-06)

Dean,

In looking for CDM's reply, this is the most recent correspondence I could find. Thanks for looking for the email and forwarding me a copy.
If I've missed it, my apologies. I went ahead and reattached the spreadsheet file from Rob's 3-2-2006 email.

Thanks

John

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

From: Fuleihan, N (Priority) [mailto:NFuleihan@ardaman.com]
Sent: Thursday, March 02, 2006 2:00 PM
To: Coates, John
Cc: Cruz, Michael; Solters, Stephen; Carter, Dean; Cameron, John; Werner, Rob
Subject: RE: Emailing: Phase II Slope - Cut-Fill Quantities (1-23-06)

John:

As pointed by Rob on more than one occasion at the on-site meetings, we are quite confident that the quantities reported by Ardaman are correct because they have been rechecked. The lower quantities reported by Moretrench likely result from erroneously assumed boundary conditions.
For these reasons, the Ardaman quantities may be used by the Department as pay quantities as long as CDM/Moretrench are in agreement.

Nadim F. Fuleihan

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

From: Werner, Rob
Sent: Thursday, March 02, 2006 7:23 AM
To: 'John Coates'
Cc: 'Cruz, Michael'; 'Solters, Stephen'; 'Carter, Dean'; Cameron, John; Fuleihan, N (Priority)
Subject: RE: Emailing: Phase II Slope - Cut-Fill Quantities (1-23-06)

John,

Over the past few weeks, we've exchanged electronic design grading plan terrain models with Moretrench and have made several checks in an effort to reconcile previously reported discrepancies between the Ardaman and Moretrench gypsum and soil fill quantity estimates for the NGS Phase II Slope Closure work. Through the course of those efforts, we have identified and made minor adjustments to quantities where our model was found to contain minor inconsistencies, but in general the neat design fill volumes remain essentially the same as previously reported. The attached spreadsheet contains our final cut and fill volume estimates.

As discussed during the 2/16/06 construction meeting, the main unresolved discrepancy at this time is that Ardaman's neat design gypsum fill quantity is substantially larger than the quantity computed by Moretrench (i.e., 23,250 versus 12,387). At that meeting, all parties generally agreed that reconciliation of this quantity does not justify any potential delays in proceeding with the work, and hence the larger (Ardaman) gypsum fill quantity could be adopted.

Rob Werner

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

From: Werner, Rob

Sent: Tuesday, January 31, 2006 7:38 PM

To: 'John Coates'

Cc: Cruz, Michael; Solters, Stephen; 'Carter, Dean'; Cameron, John; Fuleihan, N (Priority)

Subject: RE: Emailing: Phase II Slope - Cut-Fill Quantities (1-23-06)

John,

We've entered the Engineer's cut and fill quantities to the spreadsheet (and indicated the nominal boundaries between the north. East and south slope parcels that were used in our calculations. As shown, our calculations indicate neat, design in-place compacted fill volumes and neat design cut volumes that differ significantly from those provided by CDM/Moretrench.

These discrepancies were pointed out during last week's construction meeting.

In the interest of resolving these differences, I've included the attached pdf files that contain boundaries and cut/fill calculation results for each 400-foot segment of the project alignment that CDM/Moretrench's can use to checking their estimates.

Rob Werner

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

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

Sent: Monday, January 23, 2006 2:21 PM

To: Werner, Rob

Cc: Cruz, Michael; Solters, Stephen

Subject: FW: Emailing: Phase II Slope - Cut-Fill Quantities (1-23-06)

Rob,

Attached is Moretrench's Phase II Slopes Quantity takeoff.

Dean

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

From: Steve Voytko [mailto:svoytko@mtacfl.com]

Sent: Monday, January 23, 2006 2:17 PM

To: Carter, Dean

Cc: Ralph Remmert; Mike Panny

Subject: FW: Emailing: Phase II Slope - Cut-Fill Quantities (1-23-06)

Dean,

Attached is the cut and fill for Phase 2 slopes Steve V -----Original Message-----

From: Nick Haddon

Sent: Monday, January 23, 2006 2:12 PM

To: Steve Voytko
Subject: Emailing: Phase II Slope - Cut-Fill Quantities (1-23-06)

Steve,

Attached is the take-off for the Phase II Slopes Based on the 11-30-05 drawings and the directions from Rob Werner on how to calculate the gypsum cut/fill versus the soil cut/fill. Note that there is an excess of gypsum on the order of 20K BCY's.

Nick

<<Phase II Slope - Cut-Fill Quantities (1-23-06).XLS>>

1/23/2006
Rev. 3/2/06

PINEY POINT EARTHWORK SUMMARY **PHASE II SLOPES**

Area I.D.	Neat Design Cut and Fill Volumes (cy)			
	Ardaman		CDM/MTA	
	12/22/05 Drawings		11/30/05 Drawings	
	Cut	Fill	Cut	Fill
Phase II Slopes				
Gypsum *				
South Slope of NGS-S Compartment (Ardaman used Sta. 156+00 to End)	8,550	4,000	7,438	366
East Slope of NGS-S Compartment (Ardaman used Sta. 128+00 to 156+00)	12,250	11,750	18,741	8,455
North Slope of NGS-N (Ardaman used Start to Sta. 128+00)	9,250	7,500	8,243	3,566
Gypsum Total	30,050	23,250	34,422	12,387
Soil **				
South Slope of NGS-S Compartment (Ardaman used Sta. 156+00 to End)	235	13,525	22,139	20,357
East Slope of NGS-S Compartment (Ardaman used Sta. 128+00 to 156+00)	4,660	15,670	3,240	20,452
North Slope of NGS-N (Ardaman used Start to Sta. 128+00)	25,645	20,550	146	8,385
Soil Total	30,540	49,745	25,525	49,194

Ardaman Notes

Gypsum cut quantity based on modified liner anchor trench excavation design previously proposed by CDM and approved by Ardaman

Computational boundary between soil and gyposum fill materials nominally assigned to centerline of the proposed stormwater ditch, however, gypsum and soil fill quantity estimates were subsequently revised to increase gypsum fill by 2,500 cy (and reduce soil fill by a corresponding amount) to account for tormwater ditch grading fill outboard of the design ceterline that can be comprised of gypsum fill. Per instructions from Ardaman, a boundary was set along the centerline of the ditch. All cut/fill outside of the centerline is considered soil. All cut/fill inside of the center line is considered gypsum.

Moretrench Notes:

Per instructions from Ardaman, a boundary was set along the centerline of the ditch. All cut/fill outside of the centerline is considered soil. All cut/fill inside of the center line is considered gypsum.

Coates, John

From: Carter, Dean [CarterDE@cdm.com]
Sent: Wednesday, October 25, 2006 9:02 AM
To: Coates, John
Cc: Solters, Stephen; Cruz, Michael; RWerner@ardaman.com; NFULEIHAN@ardaman.com; Coram, Phil; Slovarp, Richard; Edgar, Michael
Subject: RE: Revised Proposal for additional panel drains

John,
The change order proposal includes minor modifications to Inlet Structure #7.
Dean

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

From: Coates, John [mailto:John.Coates@dep.state.fl.us]
Sent: Wednesday, October 25, 2006 8:55 AM
To: Carter, Dean
Cc: Solters, Stephen; Cruz, Michael; RWerner@ardaman.com; NFULEIHAN@ardaman.com; Coram, Phil; Slovarp, Richard; Edgar, Michael
Subject: FW: Revised Proposal for additional panel drains

Dean,

Please confirm whether the modification to inlet structure No. 7 in the OGS Slope Pond, as discussed by Rob below, is included in the proposed scope and cost. If so, we will proceed with a change order based on the recommendation outlined herein.

Thanks

John

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

From: Werner, Rob [mailto:RWerner@ardaman.com]
Sent: Wed 10/25/2006 8:37 AM
To: Coates, John
Cc: Fuleihan, N (Priority)
Subject: FW: Revised Proposal for additional panel drains

John,

The proposed total price quoted in the subject revised change order request is generally in line with our expectations and is deemed to be reasonable. It is noted that the originally proposed unit price for panel drain materials and installation, which represents an escalation on the order of 60 percent over the price proposed by Moretrench/CDM last year (as discussed in the attached email), remains unchanged in the revised change order request pricing tabulation. Nonetheless, we recommend that the Department approve the proposed total lump sum amount of \$37,938 provided that CDM acknowledge that the scope of work includes the minor modification to Inlet Structure No. 7 in the OGS Slope Pond (i.e., drilling of a lower-level bleeder orifice in the side of the 36" HDPE inlet structure to enhance surface dewatering; see attached figure) as agreed at the 10/5/06 construction meeting.

Rob Werner

From: Carter, Dean [mailto:CarterDE@cdm.com]
Sent: Monday, October 23, 2006 3:41 PM
To: Coates, John; Coram, Phil
Cc: Solters, Stephen; Cruz, Michael; Slovarp, Richard; Edgar, Michael; Werner, Rob; Fuleihan, N (Priority)
Subject: Revised Proposal for additional panel drains

John,
Attached is a revised proposal for the additional panel drains in the OGS Slope Pond, OGS North Cap, Phase One ditch and Phase Two ditch. The proposal has been revised based on the Department's and Ardaman's review comments on the original proposal.

Dean

<<Additional Panel Drains Change Order Revision 1 .pdf>>



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

October 20, 2006

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

**RE: Additional Panel Drains Change Order Revision 1
FDEP Contract Number SP644**

Dear Mr. Coates,

CDM Constructors Inc. hereby submits the following change order amount to the contract associated with the extending the existing OGS Slope Panel Drains and adding panel drains to specific Phase I and Phase II Stormwater Ditches as shown on the attached drawings. The changes are due to drainage problems within the OGS Slope Pond addition panel drains requested by the Engineer. The total amount of the proposed change order is an increase of \$37,938 to the contract amount. The attached spreadsheets provide a breakdown of the costs associated with this change. The proposed changes are generally as described as follows:

OGS Slope Pond:

Excavate the existing panel drains, install an additional 100 feet of panel to each end of the existing panel drains, backfill and compaction of the extension areas and reseed and fertilization.

OGS North Cap Pond:

Excavate the existing panel drains, install an additional 200 feet of panel to the northeast end of the existing panel drain, backfill and compaction of the extension areas and reseed and fertilization.

Phase I Stormwater Ditches

A total of 200 feet of panel drain will be connected to Inlet Structure No. 9 and 400 feet of panel drain will be connected to Inlet Structure No. 1. The work will be done in coordination with the placement of cover soil in each area.



Phase II Stormwater Ditches

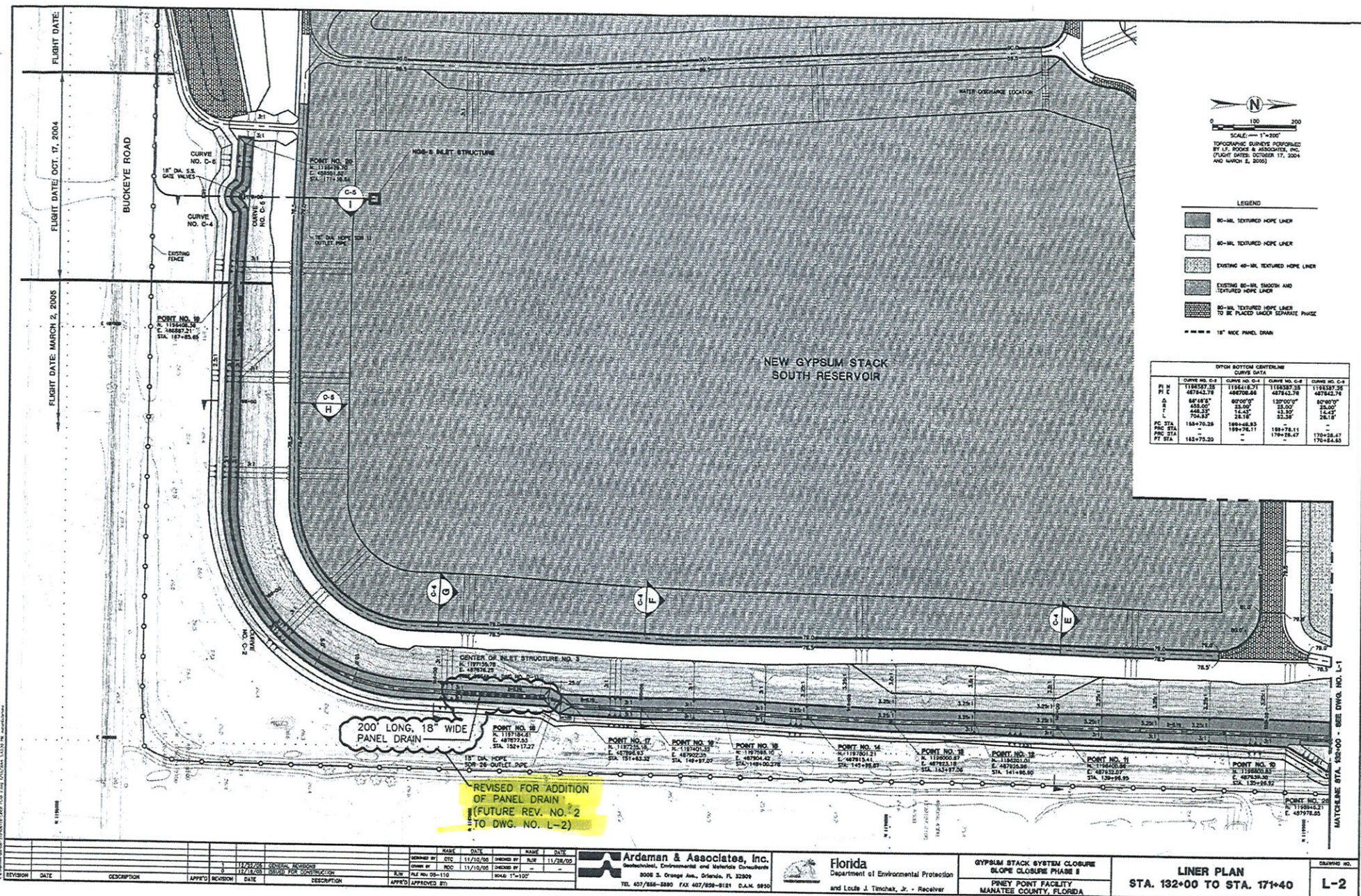
A total of 200 feet of panel drain will be connected to Inlet Structure No. 3. The work will be done in coordination with the placement of cover soil in each area. Please advise if this change is acceptable to the Department. Feel free to call me at 407-660-6423 if you have any questions.

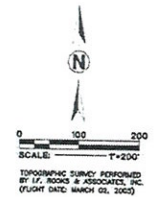
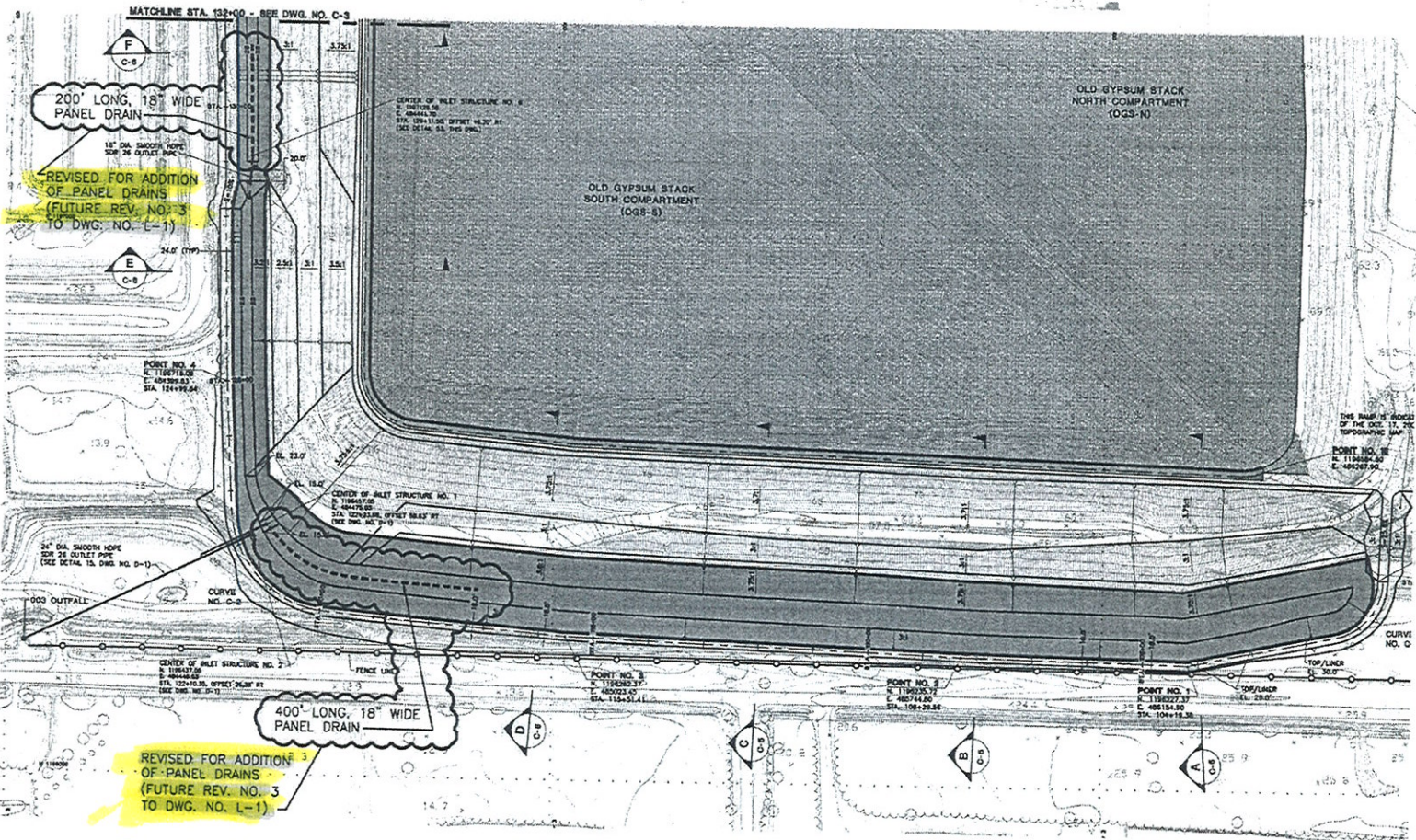
Sincerely,
CDM Constructors Inc.

A handwritten signature in blue ink, appearing to read 'Dean Carter', with a long horizontal flourish extending to the right.

Dean Carter
Senior Project Manager

Cc: Phil Coram
Michael Edgar
Steve Solters
Mike Cruz
Richard Slovarp





FOR ROAD CENTERLINE CURVE DATA

	CURVE NO. C-1	CURVE NO. C-2
PI	1113352.23	1118217.10
PT	1118200.11	1124177.08
Δ	77°41'28"	82°42'28"
R	126.00'	164.77'
L	97.76'	142.58'
PC STA	100+00.00	118+47.89
PT STA	101+47.89	122+48.54

- LEGEND
- 80-MIL TEXTURED HOPE LAKE
 - EXISTING 80-MIL SMOOTH AND TEXTURED HOPE LAKE
 - 18" WIDE PANEL DRAIN

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Ardaman & Associates, Inc.
 Geotechnical, Environmental and Infrastructure Consultants
 8008 S. Orange Ave., Orlando, FL 32809
 TEL 407/855-3550 FAX 407/855-8121 C.A.N. 0550

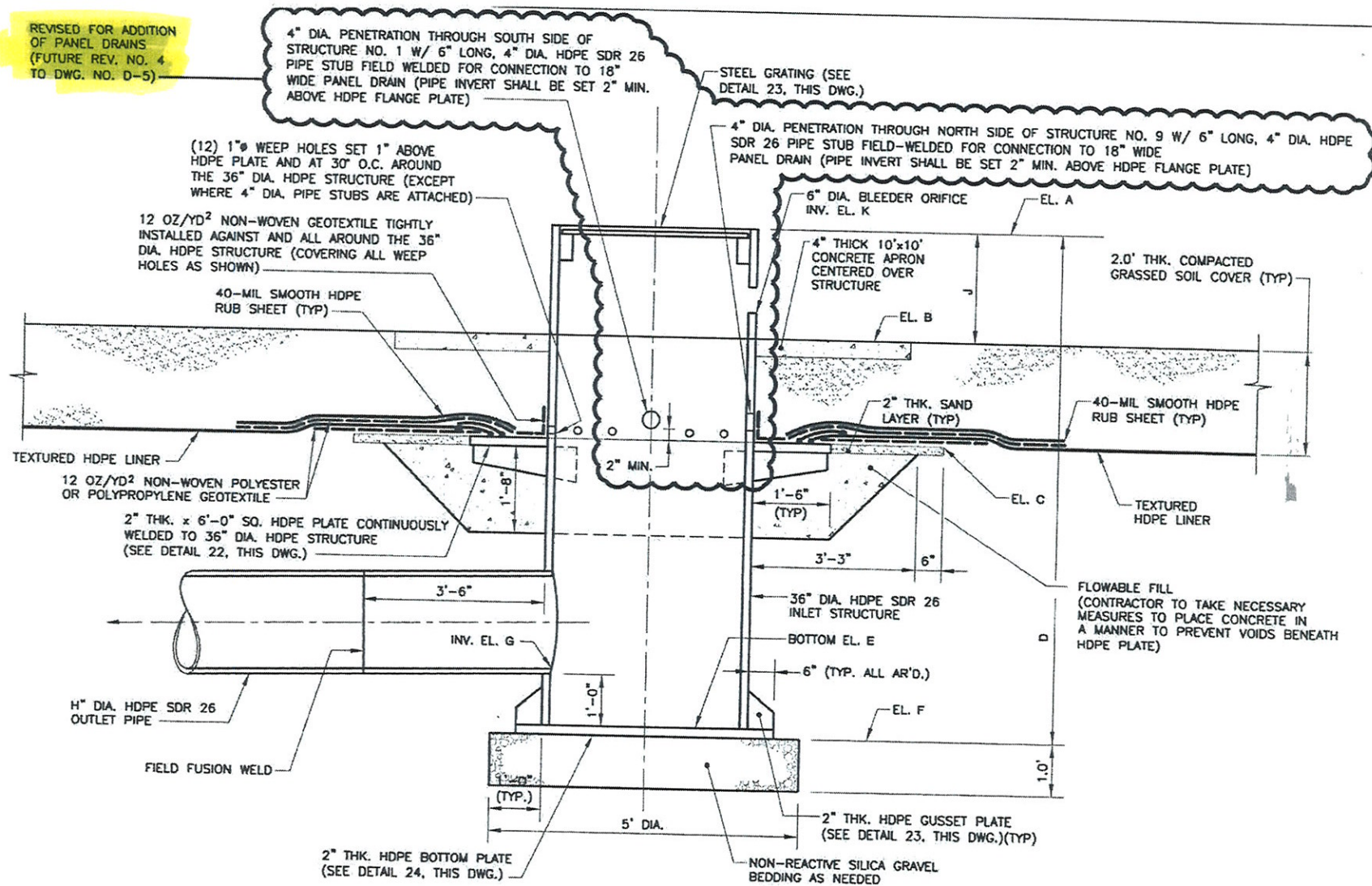
Florida
 Department of Environmental Protection
 and Louis J. Timochak, Jr. - Receiver

GYPSUM STACK SYSTEM CLOSURE
 SLOPE CLOSURE PHASE I
 PINEY POINT FACILITY
 MANATEE COUNTY, FLORIDA

LINER PLAN
 STA. 100+00 TO STA. 132+00

DRAWING NO.
L-1

REVISED FOR ADDITION
OF PANEL DRAINS
(FUTURE REV. NO. 4
TO DWG. NO. D-5)



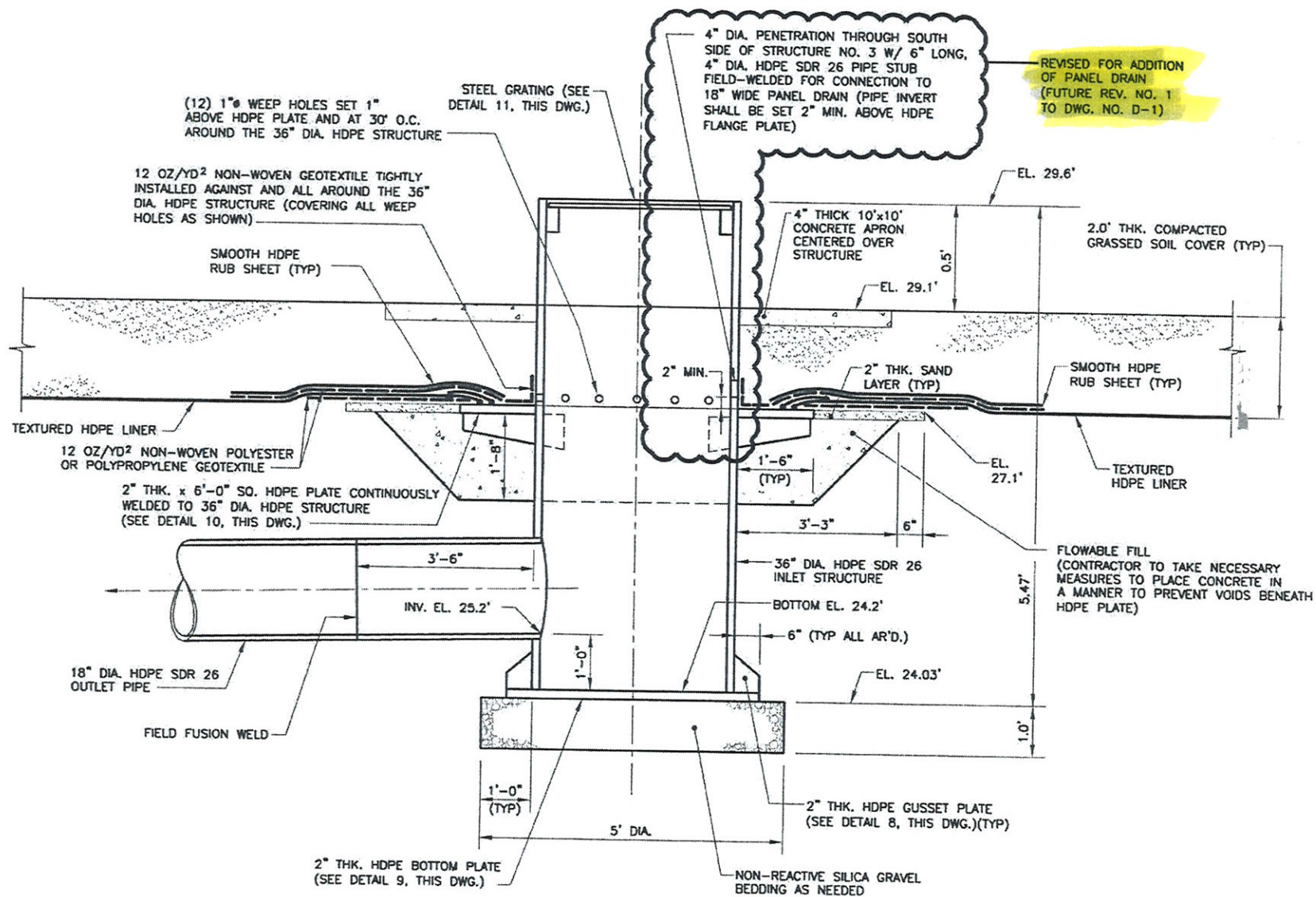
19

CROSS SECTION FOR INLET STRUCTURE NOS. 1 & 9

NTS

HDPE INLET STRUCTURE DIMENSION DATA

INLET STRUCTURE		DIMENSION			ELEVATION (FEET, NGVD)						HDPE LINER
		FEET		INCHES	A	B	C	E	F	G	
NO.	LOCATION	D	J	H							
1	LINED STORMWATER DITCH NEAR STA. 122+00	4.87	0.5	8	17.5	17.0	15.0	12.8	12.63	13.8	80
9	LINED STORMWATER DITCH NEAR STA. 144+00	5.67	0.5	18	29.5	29.0	27.0	24.0	23.83	25.0	80



7
C-2
L-2
D-2

CROSS SECTION FOR INLET STRUCTURE NO. 3

NTS

Total Price
SLOPE POND PANEL DRAIN EXTENSIONS AND ADDITIONAL PANEL DRAINS FOR SPECIFIC PHASE I AND PHASE II STORMWATER DRAINS

Description	Quantity	Unit		Unit Cost		Total Cost	Comments
OGS Slope Pond and OGS North Pond Panel Drain Extensions							
Materials	400	LF	\$	5.84	\$	2,336.00	Includes 18X100 HDPE ADVANEDGE PIPE, 18X4 END OUTLETS, couplers, coupling pins and pipe wrap
Dewater Slope Pond	1	LS	\$	1,200		1,200.00	Includes two (2) 3-inch pumps, fuel and manpower
Expose the existing drain and liner (Comanco)	1	LS	\$	11,300	\$	11,300.00	
Install 18-inch panel drains (Comanco)	400	LF	\$	9.85	\$	3,940.00	
Survey 2 Man Crew (Edgemon)	2	HR	\$	155	\$	310.00	
Reseed/Fertilize	1	LS		500		500.00	
Phase I Stormwater Ditch Panel Drains							
Materials	600	LF	\$	5.84	\$	3,504.00	Includes 18X100 HDPE ADVANEDGE PIPE, 18X4 END OUTLETS, couplers, coupling pins and pipe wrap
Install 18-inch panel drains (Comanco)	600	LF	\$	9.85	\$	5,910.00	
Phase II Stormwater Ditch Panel Drains							
Materials	200	LF	\$	5.84	\$	1,168.00	Includes 18X100 HDPE ADVANEDGE PIPE, 18X4 END OUTLETS, couplers, coupling pins and pipe wrap
Install 18-inch panel drains (Comanco)	200	LF	\$	9.85	\$	1,970.00	
CDM Management Services for all installations	1	LS	\$	1,500	\$	1,500.00	Includes procurement, material handling and construction management
Subtotal Price					\$	33,638.00	
Taxes	1	LS	\$	Lump Sum	\$	600.00	
10% CDM Markup					\$	3,364.00	
1% Insurance						336.00	
TOTAL PRICE					\$	37,938.00	



Bid Proposal for Panel Drains Extension

CDM Constructors, Inc.
Proposal No. 03061602

Piney Point Panel Drains Extension
September 22, 2006 - Page 1 of 3

TUSTIN, CA • BATON ROUGE, LA • TAMPA, FL • RENO, NV • HOUSTON, TX • AKRON, OH

COMANCO Environmental Corporation

4301 Sterling Commerce Drive, Plant City, FL 33566
Phone (813)988-8829 Fax (813)676-7979

Submitted By:

Paul T. Moore
Project Manager

CDM Constructors, Inc.

Mr. Dean Carter
Sr. Project Manager
CDM Constructors, Inc.
13300 US Highway 41 N
Palmetto, Florida 34221

Project Information

Piney Point Stack Closure
Panel Drains Extension

Ph (941) 723-0029

FX (941) 723-0072

Cell (321) 436-3920

Email CarterDE@cdm.com

COMANCO Environmental Corporation (CEC) is pleased to provide you with the following price breakdown and lump sum price to supply equipment, labor and installation for the panel drains on various locations around the gypsum stack.

Item	Labor, Equipment & Services	Contractor Qty		Unit Price	Extended
1	Expose the liner	1	LS	\$11,301.20	\$ 11,301.20
2	Install 18" panel drains	1,200	LF	\$9.85	\$ 11,816.40
Total: Lump Sum =					\$ 23,117.60

COMANCO's Scope of Work to Include:

- All necessary labor and equipment for exposing existing liner and installation of panel drains
- Provide T & M schedules and perform as directed to assist with dewatering if required

CDM or Others Scope of Work to Include:

- **CDM TO PROVIDE DEWATERING FOR THE DRAIN WORK**
- Engineering, survey, debris and spoils disposal, testing, access, and as-builts
- All material and incidentals: panel drains, connectors, tape for taping the seams, transition fittings for connection between manholes and panel drains.
- Timely stakeout and subgrade approval to installation and subsequent cover

This quotation shall remain open for Purchaser's acceptance for a period of thirty (30) calendar days after the above referenced date, after which time it shall be considered to be automatically revoked by both Purchaser and Comanco. The pricing quoted is based upon the current price provided to Comanco by suppliers. If the pricing of materials increases, this quotation shall be modified to reflect the increase in material pricing. This pricing does not include amounts for Bonding of any type.

This offer is expressly made conditional on the Purchaser's acceptance of the Terms and Conditions on the following pages.

Acceptance: We Hereby Accept the Offer of COMANCO Construction Corporation:



Bid Proposal for Panel Drains Extension

CDM Constructors, Inc.

Piney Point Panel Drains Extension

Proposal No. 03061602

September 22, 2006 - Page 2 of 3

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Print Name & Title

Signature

Date

Terms and Conditions

This quotation shall remain open for Purchaser's acceptance for a period of thirty (30) calendar days after the above referenced date, after which time it shall be considered to be automatically revoked by both Purchaser and COMANCO. The pricing quoted is based upon the current price provided to COMANCO by suppliers. If the pricing of materials increases, this quotation shall be modified to reflect the increase in material pricing.

This offer is expressly made conditional on the Purchaser's acceptance of the following Terms and Conditions:

1. **Work and Equipment Provided by COMANCO Environmental Corporation** (hereinafter referred to as CEC): This proposal specifically includes the furnishing and installation of the items as specified on Page 1 of this proposal. The work shall be performed in accordance with the plans and specifications specifically listed in sections 1.01 and 1.02 below, except as otherwise noted in section 1.03 below. CEC will provide all necessary supervisors, technicians, labor, and equipment necessary to complete our work. All CEC labor shall be non-union. If required by the contract specifications, CEC will provide destructive and/or non-destructive testing of field seams. After receipt of final payment and if requested by Purchaser, CEC shall provide field test results and record drawings. Upon request and within reasonable time, CEC shall provide all necessary submittals and project management pertinent to our work. Our proposal includes sales or use tax for all materials furnished by CEC.

- 1.01 Plans: Gypsum Stack System Closure Slope Closure – Phase II Closure Approved Revisions 12/22/05
- 1.02 Specification Sections: Gypsum Stack System Closure Phase II File 02-100A dated February 16, 2004
- 1.03 Addendum: none.
- 1.04 Included CEC CDM agreement dated March 31, 2005 set forth here as General Conditions
- 1.05 PDF Details Received by Email 09/07/06.

2. **Work and Equipment Provided by Purchaser:** This proposal is based upon the following items being provided by the Purchaser in a manner that ensures that the work to be provided by CEC will proceed without delay:

- 2.01 Subgrade preparation and maintenance: (CEC handles subgrade) The subgrade to be lined shall be prepared to be smooth and free of all rocks, stones, sticks, roots, sharp objects or other debris. It is imperative that the subgrade be completely dry and properly compacted so as to provide an unyielding base without sudden, sharp or abrupt changes or breaks in the grade. In the event of rain, others shall redress the subgrade at their expense. The subgrade shall be maintained by others during the course of the liner installation, and it shall be the responsibility of the Purchaser to protect the subgrade from dislocation, flooding and erosion. CEC does not accept responsibility for subgrade conditions which affect the functioning of the lining system, and acceptance by CEC of the subgrade to be lined does not constitute acceptance or knowledge of any subgrade conditions which adversely affect the lining. The efficacy of the lining system in relation to the subgrade and other conditions at the project location is the sole responsibility of the Purchaser. CEC recommends the installation of a gas venting system where gas may accumulate beneath the lining, and it is the sole responsibility of the Purchaser to determine if a gas venting system is required. Dust control, dewatering services and equipment required to completely drying the subgrade, and a water truck for cleaning the lining shall be provided by Purchaser.
- 2.02 Front-end Loader: (COMANCO shall provide deployment and or installation equipment).
- 2.03 Material Unloading: COMANCO shall unload and inspect all lining system materials delivered to the project, check accuracy of all packing slips, bill of lading or other delivery documentation, and immediately forward said documentation to CEC. It shall be the responsibility of the Purchaser to store all lining system materials on an unyielding base free of sharp objects or protrusions to minimize risk of damage.
- 2.04 Temporary Facilities: If applicable, restrooms and debris disposal, by client.
- 2.05 Earthwork, Concrete and Piping: Piping supplied by CDM and CEC has included Earthwork requirements.
- 2.06 Anchor Trench Excavation and Backfill: If needed, by COMANCO.
- 2.07 Independent Laboratory Testing: All independent laboratory testing and/or monitoring, if required, shall be the sole responsibility of the Purchaser. Hydrostatic and density testing of any kind is not included in this proposal.



Bid Proposal for Panel Drains Extension

CDM Constructors, Inc.
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Piney Point Panel Drains Extension
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- 2.08 **Safety:** It shall be the responsibility of the Purchaser to ensure adequate protection and safety devices and appropriate equipment to prevent death or injury to humans and animals at the project. If applicable, Purchaser shall be responsible for the creation and implementation of a *Confined Spaces Entry Program* as delineated by OSHA in 29 CFR parts 1910, Permit-Required Confined Spaces for General Industry, Final Rule.
3. **Pre-Installation Site Inspection:** CEC reserves the right to inspect the site prior to mobilizing to ensure that earthwork and subgrade preparation criteria have been met and the site is ready for liner installation. Any discrepancy will require a rescheduling of the installation and an adjustment in the contract price. If CEC elects not to make a site inspection, CEC will mobilize after receipt of written directive from Purchaser stating that subgrade is ready. If subgrade is not ready upon our arrival to the site, Purchaser shall be charged for an additional mobilization fee.
4. **Basis of Quotation:** This is a lump price proposal. Any changes to or deviations from the contract plans and/or specifications that require additional work will result in an adjustment to the contract in accordance with the rates valid at the day of actual work.
5. **Delays, Force Majeure, Standby:** If CEC is delayed at any time in the progress of the work by any act or neglect of Purchaser, Owner, Engineer, contractor, employee, or material supplier engaged or employed by Purchaser, Engineer or Owner, or by any changes ordered by Purchaser, by labor disputes, fires, floods, riots, hurricanes, tornados, tropical storms, heavy rains, excessive winds, Acts of God, or by any other cause beyond the control of CEC, CEC shall not be liable for any damages, including liquidated damages, and CEC shall be entitled to equitable time and contract price adjustments. If CEC is requested to standby at the job site for any of the above referenced reasons which prevent the quality performance of our services, Purchaser agrees to pay CEC **\$595.00 per hour** for each hour of standby time. CEC has the right to terminate agreement, with appropriate notice, at any time for schedule conflicts by others.
6. **Warranty:** N/A
7. **Indemnification, Insurance, Bonds:** CEC agrees to indemnify and hold harmless the Purchaser and its agents from losses or damages caused by any negligent act or omission of CEC. CEC shall provide its standard insurance coverage. No other insurances or additional insureds will be provided without additional cost to Purchaser. The price of performance and payment bonds has NOT been included in this proposal.
- 7.01 The liability of CEC and its employees, subcontractors and suppliers on all claims of any kind, including death or bodily injury, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this agreement, or from the performance or breach thereof, or from any equipment or services covered by or furnished under this agreement or any extension or expansion thereof, including remedial warranty efforts, shall in no case exceed the contract price amount of CEC. In no event shall CEC, its subcontractors, suppliers or employees be liable to any party for any special, indirect, incidental, exemplary or consequential damages under any cause or form of action whatsoever. This provision shall prevail over any conflicting or inconsistent provision or portion of the contract documents.
8. **Work Schedule:** The contract price shall be adjusted if the liner installation is delayed by the Purchaser beyond thirty (30) days. Purchaser shall give CEC thirty (30) days written notice prior to liner installation. Purchaser shall provide CEC with a detailed schedule which indicates how CEC's work will interrelate with the work of others. A fee (listed on Page 1) shall be charged to Purchaser for additional mobilizations. CEC will comply with additional mobilization requests to the greatest extent possible, but such requests may be adjusted to coordinate with other CEC commitments.
9. **Payment Terms:** This proposal is expressly based upon Purchaser paying all CEC invoices within thirty (30) days of invoice date. Purchaser hereby agrees to pay a late fee equal to one and one half percent (1.5%) of invoice amount per month, prorated daily. Purchaser further agrees that payment to CEC shall not be contingent upon the receipt of payment by Purchaser from any other party.
10. **Mutual Responsibility:** CEC represents that it has investigated and generally familiarized itself with the contract documents listed in sections 1.01 and 1.02 above. If site, subgrade or otherwise latent conditions at the project location differ materially from what is represented in these contract documents, or which CEC should have been aware of, and such material difference results in increased costs or time to CEC, then CEC shall be entitled to an equitable adjustment to its contract price and/or time.

- End of Terms and Conditions -

ADD 2-4" DIA. BLEEDER ORIFICE HOLES AT INV. EL. 55.1' (1" ABOVE TOP/ EXIST. CONCRETE APRON). AND CLEAN/MAINTAIN.

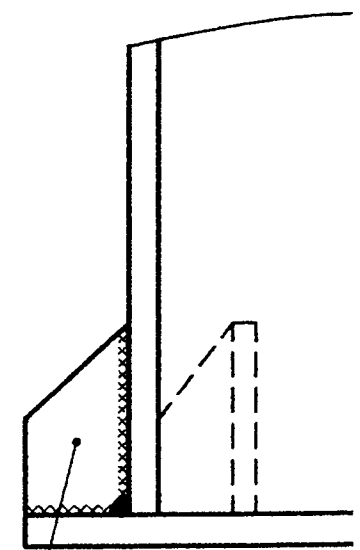
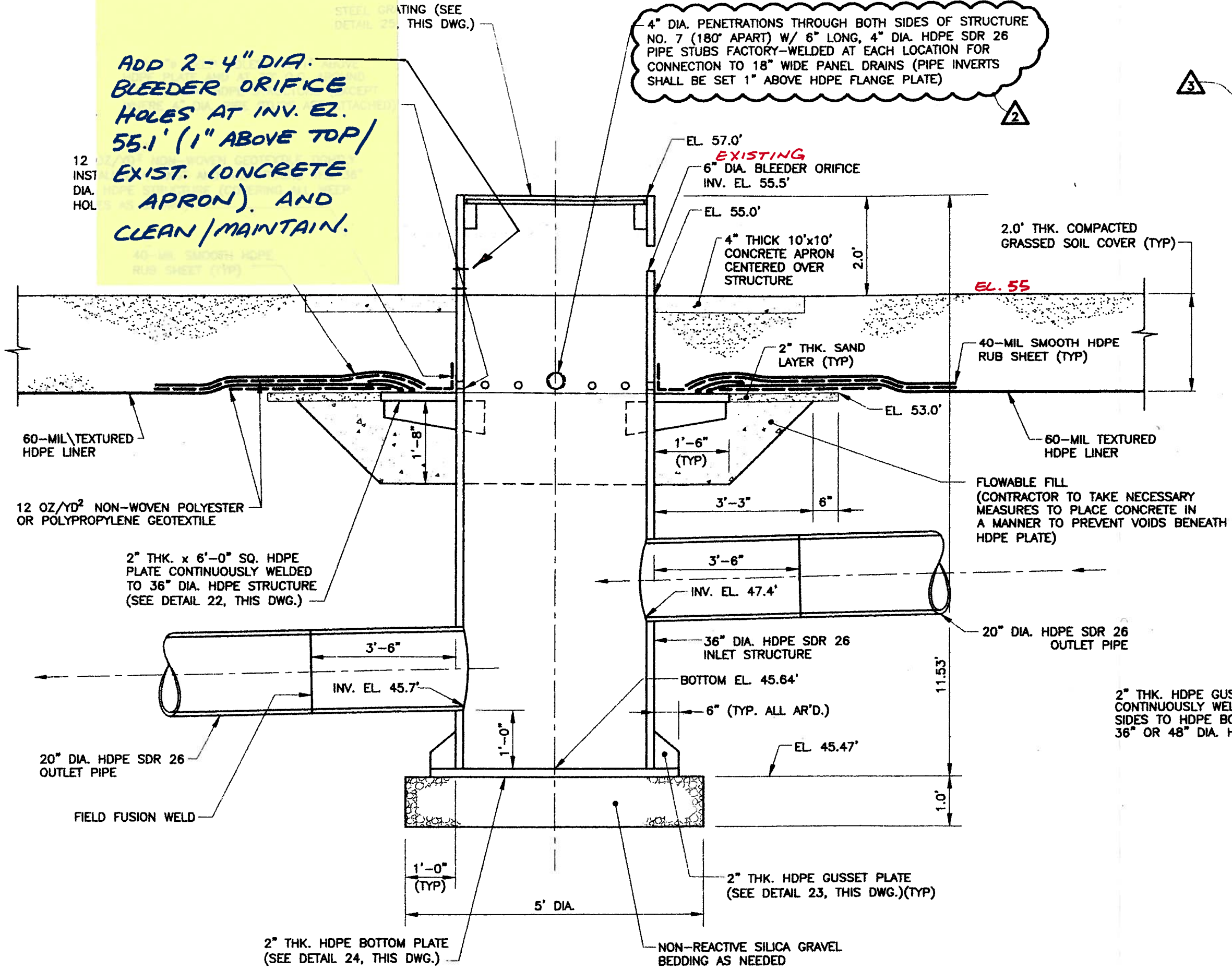
4" DIA. PENETRATIONS THROUGH BOTH SIDES OF STRUCTURE NO. 7 (180" APART) W/ 6" LONG, 4" DIA. HDPE SDR 26 PIPE STUBS FACTORY-WELDED AT EACH LOCATION FOR CONNECTION TO 18" WIDE PANEL DRAINS (PIPE INVERTS SHALL BE SET 1" ABOVE HDPE FLANGE PLATE)

HDPE INI

INLET STRUCTURE		D
NO.	LOCATION	
1	LINED STORMWATER DITCH NEAR STA. 122+00	4.87
4	OGS-S CAP	11.07
6	OGS-N CAP	8.57
9	LINED STORMWATER DITCH NEAR STA. 129+11.5	5.67



NECESSARY CONCRETE IN VOIDS BENEATH



2" THK. HDPE GUSSET (TYP)