

This Contract is made and entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, hereinafter referred to as the "Department" or "DEP", and CDM Constructors Inc., a Massachusetts for-profit corporation authorized to transact business in the State of Florida, whose address is 2301 Maitland Center Parkway, Suite 300, Maitland, Florida 32751, hereinafter referred to as the "Contractor", to manage and close the Piney Point Phosphates Phosphogypsum Stack System and to consume process water within the system.

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. A. The Department does hereby retain the Contractor to manage and close the Piney Point Phosphates Phosphogypsum Stack System and to consume process water within the system as defined herein and as outlined in **Attachment A**, Scope of Services, attached hereto and made a part hereof. The documents identified below are incorporated by reference into this Contract. Any terms and conditions of this Contract which vary from those contained in the documents listed below shall have precedence. Should clarification of a contract requirement be needed or if conflicting language is identified within these Contract documents, the order of precedence shall be as follows (with number 1 having the highest precedence).
 1. DEP Contract No. SP644, as may be amended from time to time. The order of precedence for contract documents shall be as follows:
 - a. Contract
 - b. **Attachment A**, Scope of Services
 - c. **Attachment B**, Change Order Form
 - d. **Attachment C**, Payment and Deliverable Schedule
 - e. **Attachment D**, Subcontractor Utilization Report Form
 2. Post Award Negotiated Terms dated February 21, 2005
 3. Contractor's Best and Final Offer dated December 1, 2004
 4. Department's Request for Best and Final Offers dated November 15, 2004
 5. Contractor's Response to the Department's Invitation to Negotiate dated September 10, 2004
 6. Department's Addendum No. 4 (including Questions/Answers) to DEP Solicitation No. 2005002C dated September 3, 2004
 7. Department's Addendum No. 3 (including Questions/Answers) to DEP Solicitation No. 2005002C dated August 30, 2004
 8. Department's Addendum No. 2 (including Questions/Answers) to DEP Solicitation No. 2005002C dated August 26, 2004
 9. Department's Addendum No. 1 (including Questions/Answers) to DEP Solicitation No. 2005002C dated August 23, 2004
 10. Department's Invitation to Negotiate (DEP Solicitation No. 2005002C) dated July 16, 2004
- B. The Contractor acknowledges receipt of the following background documents.
 1. Calendar Year 2003 Emergency Operations and Water Management Plan, Piney Point Phosphates, Inc. Phosphogypsum Stack System, Manatee County, Florida, by Ardaman & Associates, Inc., December 3, 2003.
 2. Contingency Plan / Response Procedures for an Unplanned Process Water Release From the Piney Point Phosphates Phosphogypsum Stack System, by Shaw Environmental & Infrastructure, Inc. and Environmental Consulting & Technology, Inc., October 2002.
 3. Water Year 2003 Water Monitoring Report, Former Piney Point Phosphates, inc. Facility, by Environmental Consulting & Technology, Inc., February 2004.
 4. Process Water Balance Projections (Updated July 7, 2004, by Ardaman & Associates, Inc.)
 5. Hydrogeologic Study to Quantify Fresh Groundwater Input Into Phosphogypsum Stack System, Piney Point Phosphates, Inc. Facility, Manatee County, Florida, by Ardaman & Associates, Inc., April 8, 2003.
 6. Construction Drawings for Gypsum Stack System Closure - Phase I Construction, New Gypsum Stack – North Compartment, Piney Point Phosphates Stack System, Manatee County, Florida, by Ardaman & Associates, Inc., Rev. January 23, 2004.
 7. Specifications (Attachment III) – Gypsum Stack System Closure - Phase I Construction, New Gypsum Stack – North Compartment, Piney Point Phosphates Stack System, Manatee County, Florida, by Ardaman & Associates, Inc., Rev. 0, November 5, 2003.

8. Construction Drawings for Gypsum Stack System Closure - Phase II Construction, Old Gypsum Stack Compartments, Piney Point Phosphates Stack System, Manatee County, Florida, by Ardaman & Associates, Inc., Rev. June 16, 2004.
 9. Specifications (Attachment III) – Gypsum Stack System Closure - Phase II Construction, Old Gypsum Stack Compartments, Piney Point Phosphates Stack System, Manatee County, Florida, by Ardaman & Associates, Inc., Rev. 0, February 16, 2004.
 10. Typical Technical Specifications for Gypsum Stack Side Slope and Top Gradient Closure Construction, FDEP – ITN No. 2005002C, Background Information, Appendix 10, by Ardaman & Associates, Inc., July 14, 2004.
 11. Construction Drawings for North Cooling Pond Conversion for Lime Sludge Disposal, Piney Point Phosphates Stack System, Manatee County, Florida, by Ardaman & Associates, Inc., Rev. November 26, 2003.
 12. ITN Background Fact Sheet - Process Water Management, by Environmental Consulting & technology, Inc., July 2004.
 13. July 7, 2004 FDEP Piney Point Status Update
 14. NGS-S Preparatory Work Scope (Provided to CDM by FDEP) October 28, 2004 Letter from Ardaman & Associates, Inc. to Louis J. Timchak, Receiver titled "Recommended Scope of Preparatory Closure Construction Activities, New Gypsum Stack - South Compartment, Piney Point Stack System Closure - Phase III, Manatee County, Florida (with Attached Drawing Nos. C-1 and C-2). –
 15. Construction Drawings for Gypsum Stack System Closure – Phase III Construction, New Gypsum Stack – South Compartment Reservoir, Piney Point Phosphates Stack System, Manatee County, Florida, by Ardaman & Associates, Inc., Rev. P1, December 22, 2004.
 16. Bid Documents and Specifications, Gypsum Stack System Closure - Phase II Construction, New Gypsum Stack – South Compartment Reservoir, Piney Point Phosphates Stack System, Manatee County, Florida, by Ardaman & Associates, Inc., Rev. P1, December 22, 2004.
 17. Drawing C-2 – Alignment and Grading Plan, Revision P-2, Issued January 28, 2005, Construction Drawings for Gypsum Stack System Closure - Phase III Construction, New Gypsum Stack – South Compartment Reservoir, Piney Point Phosphates Stack System, Manatee County, Florida, by Ardaman & Associates, Inc.
 18. Construction Drawings for Gypsum Stack System Closure – Slope Closure Phase I, Piney Point Facility, Manatee County, Florida, by Ardaman & Associates, Inc., February 11, 2005 (Drawing C-1 and Miscellaneous Details)
 19. Construction Drawings for Gypsum Stack System Closure – NGS-S Cap and NGS-N Relief Ditch Closure, Piney Point Facility, Manatee County, Florida, by Ardaman & Associates, Inc., February 11, 2005 (Drawing Nos. C-1, C-2 and C-3)
 20. AutoDesk Land Development 3-Dimensional Grading Earthwork Model Files for Slope Closure Phase I (Old Gypsum Stack) and NGS-S Cap and NGS-N Relief Ditch Closure (Files: "NGS-S Cap Plan B 02-10-2005.dwg" and "NW Cap 1-26-05 Model.dwg")
 21. Draft Construction Drawings for Gypsum Stack System Closure – Slope Closure Phase I, Piney Point Facility, Manatee County, Florida, by Ardaman & Associates, Inc., February 16, 2005, (Drawing Nos. C-5, C-6, C-7 and C-8)
- C. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference. The Contractor has been determined to be a vendor to the Department under this Contract.
- D. The condition of the site at the time the Contractor commences work under this contract is based upon the information presented by the Department in the Invitation to Negotiate (ITN) and its amendments and the Contractors BAFO. The parties recognize that the Department, subsequent to the execution of this Contract, shall provide a more up to date condition of the site by a topographic representation and certifications of acceptance by Ardaman & Associates, Inc ("Engineer") of work previously performed at the site. Such representation and certificates of acceptance shall subsequently be included as an attachment to this Contract. The condition of all infrastructure, fixtures, and equipment at or on the site, which may be used by the Contractor, is accepted by the Contractor as is and without representation or warranty by the Department. Except and to the extent that the conditions at the site are materially different than those represented to the Contractor by the Department, and or its Engineer, the Contractor assumes all risk and responsibility related to the conditions at the site at the time of the effective date of the contract and with regard to all subsequent alterations by the Contractor. The Department agrees to adjust closure construction quantities and resulting cost, in accordance with the unit cost established in **Attachment C**, in response to a change from the BAFO bid quantities to the quantities determined from the certified

detailed design drawings and the topographic map. Such change to the scope and price shall be authorized by Change Order Form, attached hereto and made a part hereof as **Attachment B**.

2. The Circuit Court of Manatee County, Florida, appointed Louis J. Timchak, Jr. as Receiver of the Piney Point gypsum stack system in May 2001 ("Receiver"). The Receiver does not have responsibility for maintaining the plant site production facilities nor is he an owner or operator of the gypsum stack system. He is authorized by court order to "preserve, protect, and maintain the Property" and to "take all reasonable steps and action to preserve the Property's environmental integrity and its compliance with environmental regulations." He is authorized to utilize the existing facilities (including existing water supply wells) and rely upon them as necessary. The role of the Receiver in relation to the Contractor is to authorize and allow access to the property and to the existing on-site equipment.

The Receiver has retained the services of a third party engineer, Ardaman & Associates, Inc. ("Engineer") and will continue to retain the Engineer during the Contract term. The role of the Engineer in relation to the Contractor is outlined in **Attachment A**.

3. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all equipment, products or materials necessary to perform this Contract shall be supplied by the Contractor, unless otherwise specified herein.
4. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
5. This Contract shall begin upon execution by both parties and remain in effect for a period of five (5) years, inclusive. In accordance with Section 287.058(2), Florida Statutes, the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract. This Contract may be renewed at the discretion of the Department, based on written notification signed by the Director or Deputy Director of the Division of Water Resource Management, for an additional term not to exceed three (3) years or the original term of the Contract, whichever period is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.
6.
 - A. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Notwithstanding the foregoing, the Department shall follow the Appropriated Funds Notice procedures set forth below.
 - B. The Department shall provide a written notification to the Contractor prior to June 30th of each Fiscal Year during the Term of this Contract (the first notice being due before June 30, 2005) informing Contractor of the amount of appropriated funds the Department will have for the Contractor to manage and close the Piney Point Phosphogypsum Stack System and to consume process water within the system for the upcoming Fiscal Year (the "Appropriated Funds Notice").
 - C. If the Department notifies Contractor in the Appropriated Funds Notice that it will not have sufficient funding for the Contractor to perform Services during the upcoming Fiscal Year (the difference between the funding requirements for the State Fiscal Year (July 1 – June 30) as represented in **Attachment C** and a lesser amount included in the Appropriated Funds Notice (hereafter referred to as the "Shortfall")), and the Shortfall will have a material effect on the Contractor's ability to satisfactorily perform Services under the Scope of Services, in terms of cost, timing, idle time or for other factors resulting from the Contractor's inability to timely perform and pay for Services which reasonably need to be completed during the upcoming Fiscal Year, as determined by Contractor in its reasonable discretion, Contractor shall have the option to terminate this Contract by providing ninety (90) days prior written notice to the Department (an "Early Termination"). The parties expressly agree that the funds appropriated between the Effective Date of this Contract and the expiration of the 2004-2005 Fiscal Year have been identified as \$12,000,000.00. Contractor understands that the Appropriated Funds Notice described above shall only serve to alert the Contractor of the funds appropriated by the Legislature and earmarked for closure activities at the Piney Point site. Funds available to the Contractor for each Fiscal Year shall be encumbered by the Department solely for use under this Contract upon the execution of a formal amendment prior to or during the applicable Fiscal Year, as the case may be, or through the issuance of a Funding Increment Letter as described under paragraph 7.
 - D. Failure by the Department to provide an Appropriated Funds Notice to Contractor by June 30th of each Fiscal Year during the Term of this Contract shall be deemed to be an insufficient amount of available funds and Contractor shall be permitted to provide a notice of Early Termination to the Department pursuant to paragraph 6.C above. Prior to

exercising such right, the Contractor shall notify the Department in writing of its failure to issue the Appropriated Funds Notice and provide the Department with ten (10) calendar days from receipt of such notice to cure the failure.

- E. In the event the Department shall have a Shortfall for an upcoming Fiscal Year, Contractor may, in lieu of Early Termination, in good faith review the Services which can be provided for the funding level authorized by the Department. The Contractor shall notify the Department as to the scope of Services that can be performed with such funding level, and the Department may elect to authorize such Services notwithstanding the Shortfall. Any such election by Department shall be made in writing within thirty (30) days.
 - F. If the Department provides an Appropriated Funds Notice notifying Contractor that it has the available funds for payment of Services to be performed during the next Fiscal Year, or if Contractor waives its Early Termination option for an upcoming Fiscal Year in the event of a Shortfall, this Contract shall remain in effect for such Fiscal Year and may only be terminated in accordance with paragraphs 12 and 14 herein. The Contractor's decision not to exercise Early Termination as a result of a Shortfall for any applicable Fiscal Year shall not constitute a waiver of the Contractor's right to exercise such right for any future Fiscal Years during the Term of this Contract.
7. A. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a combination fee schedule/fixed price (also referred to as "lump sum")/cost reimbursement basis as specified in **Attachment C**.
- B. It is hereby understood and agreed that the ceiling amount of this Contract shall not exceed \$52,655,232 for the five (5) year term of the Contract. The initial funding increment under this Contract is set at \$12,000,000. Based upon continued satisfactory performance and annual appropriations by the Legislature, the Department reserves the right to provide increments of funding up to \$52,655,232. The Contractor shall be notified, by formal contract amendment or certified letter from the Director or Deputy Director, Division of Water Resource Management, of any additional funding increments. The Contractor shall not perform any work that would exceed the authorized funding increment amount of the Contract. The Contractor shall notify the Department's Contract Manager in writing when services have been rendered which equal 75% of the authorized funding increment amount of the Contract. PERFORMANCE OF SERVICES IN EXCESS OF THE AUTHORIZED FUNDING INCREMENT AMOUNT OF THE CONTRACT PRIOR TO THE ISSUANCE OF A LETTER INCREASING THE FUNDING INCREMENT AMOUNT OF THE CONTRACT WILL RESULT IN NONPAYMENT OF THOSE SERVICES PERFORMED. The Department reserves the right to increase the ceiling amount of the Contract to provide for adjustments in closure construction quantities due to detailed design specifications and representative topographic maps, adjustments related to water consumption allowances for rainfall above 55 inches per year during years 1 through 3 of this Contract, performance bonds/special insurance required pursuant to paragraphs 30 and 31, and to provide for the renewal option as described under paragraph 5 above.
- C. All rates contained in **Attachment C**, Payment and Deliverable Schedule, shall be current and effective during the initial term of the Contract except as provided herein. Thereafter, all fixed price/lump sum rates associated with Facility Maintenance and Operation and Process Water Consumption shall be subject to renegotiation (increase or decrease of rates) for the renewal period(s). All Closure Construction Work shall have been completed during the initial contract term. The Contractor or the Department shall initiate, noticed in writing, any renegotiation of rates sixty (60) days prior to the expiration date established herein. However, fixed price/lump rate increases from the BAFO pricing sheet Years 6-10 Operation and Maintenance category shall not exceed five percent (5%) for the term of the renewal period. Also, the fixed price/lump rate increases from the BAFO pricing sheet Years 3-5 Process Water Consumption category (annualized) shall not exceed five percent (5%) for the term of the renewal period. Failure to initiate a renegotiation of rates prior to the date(s) established may result in the continuation of the rates contained in the Contract until the next scheduled renegotiation date. The Department reserves the right to terminate renegotiations and require the Contractor to continue work under existing rates or terminate the Contract if agreement is not reached.
- D. The Contractor shall submit invoices to the Department on a monthly basis in accordance with **Attachment C**. **Attachment D**, Subcontractor Utilization Report Form, shall be completed and submitted with each invoice. Failure to provide **Attachment D** with an invoice shall result in a delay in processing the invoice for payment until such time as the appropriate information is provided to the Department. All invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- E. The fee schedule/lump sum rates contained in **Attachment C** include all travel costs related to the completion of the Scope of Services. No additional travel costs will be authorized.

F. For cost reimbursement activities, the Contractor shall comply with the Contract Payment Requirements, attached hereto and made a part hereof as **Attachment E**.

8. The Contractor shall be assessed liquidated damages for failure to meet certain critical milestones in the Scope of Services, **Attachment A**, related to closure construction and water management activities, as follows:

Closure Construction

Construction Milestone	Scope of Services Estimated Completion date	Liquidated Damages Start date	Liquidated Damage Rate
Closure of the NGS-S compartment as a lined reservoir and closure of the remaining top gradient stack areas. Closure of the NGS-N west slope and OGS west and south slopes. Produce discharge quality runoff from the NGS-N west slope and OGS west and south slopes. Closure of the NGS north and east slopes. Produce discharge quality runoff from the NGS north and east slopes	November 31, 2006	January 1, 2008	\$2,000/day until completed
Closure of the south compartment of the SCP and construction of a 10-acre lined sump pond (within part of the footprint of the south cooling pond). Closure of the north compartment of the SCP	May 31, 2007	January 1, 2009	\$1,000/day until completed
Complete closure of all other areas and place grassed protective soil cover on all lined reservoir slopes at least one year prior to the end of the contract period.	At least one year prior to the end of the contract period	Six months prior to the end of the contract period	\$10,000/day until completed

Liquidated damages for closure construction milestones shall not exceed \$1,000,000 cumulatively.

Water Management

Water Management Milestone	Liquidated Damages Maximum Poned Process Water Inventory	Liquidated Damage Rate
a) Years 1-2, up to 712.5 million gallons consumption within the first 2 years of the Contract. Deplete ponded process water inventory within 24 months.	50 million gallons by the end of the 30th month of the contract	\$1,500/day starting on the first day of the 31st month of the contract until the ponded water inventory is reduced to less than 50 million gallons.
b) Years 3-5, greater than 712.5 million gallons up to 950 million gallons consumption over the contract term.	5 million gallons by the end of year 5	\$20/1000 gallons for all ponded water inventory exceeding 5 million gallons by the end of the contract.

9. Pursuant to Section 215.422, Florida Statutes, the Department's Contract Manager shall have five (5) working days, unless otherwise specified in **Attachment C** or subsequent change orders/amendments, to inspect and approve the services for payment (the "approval period"); the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850/410-9724 or

1-800-848-3792. The number of days established to inspect and approve services for payment by the Department are identified in **Attachment C**, and may differ based on the task and deliverable specified.

10. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The interest rate established pursuant to Section 55.03(1), Florida Statutes may be obtained by calling the Department of Financial Services, Vendor Ombudsman at the telephone number provided above or the Department's Procurement Section at 850-245-2361.
11. The Contractor shall save and hold harmless and indemnify the State of Florida, the Department, the Receiver, and the third-party Engineer against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the performance of work under the terms of this Contract, resulting from any negligent act or failure to act by the Contractor, his subcontractor, or any of the employees, agents or representatives of the Contractor or subcontractor to the extent allowed by law. For purposes of this paragraph, performance of work under this contract shall include all actions of Contractor or subcontractors on the site regardless of whether authorized, in furtherance of the contract, or strictly frolic and detour. This indemnification shall include the Contractor's business invitees hurt as a result of ineffective safety protocols and injured trespassers on the site in contravention of Contractor's security measures.

As a condition to the foregoing indemnity obligations, the Department shall give the Contractor (a) written notice of any action or threatened action, (b) the opportunity to take over and settle or defend any such action at Contractor's sole expense, provided that such settlement shall be with the consent of the Department, which shall not be unreasonably withheld, and (c) to the extent requested by Contractor, full cooperation and assistance in defending the action at Contractor's sole expense.

12.
 - A. The Department may terminate this Contract at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Contract (after any applicable notice and cure period). Prior to termination for the above reasons, the Department shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor. The Department may terminate this Contract at any time as a result of a determination by either final agency action in Division of Administrative Hearings Case Number 05-0007 Bid or any court of competent jurisdiction invalidating the ITN/BAFO solicitation. Prior to termination for the above reason, the Department shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination.
 - C. The Contractor may terminate this Contract due to breach of contract by the Department which has not been cured within any applicable cure period. Prior to termination, the Contractor shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Department an opportunity to consult with the Contractor regarding the reason(s) for termination.
 - D. Notice of termination shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 13.
 - E. In the event of termination of this Contract Contractor shall be entitled to be paid as follows:
 1. For completed and accepted work executed in accordance with this Contract prior to the effective date of termination, based on the agreed upon lump sum unit prices;
 2. For expenses accrued prior to the effective date of termination for authorized activities, including performance of services and furnishing of labor, materials, equipment or other costs under this Contract in connection with commenced but not completed work, Contractor shall be compensated in one the following ways, in the following order of priority, as applicable:
 - a. by unit prices stated in the Contract or subsequently agreed upon;
 - b. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Engineer and Department; or

c. by cost and a mutually acceptable fixed or percentage fee.

- F. In the event of termination of the Contract for the reasons set forth in sections B and C above, the following early termination payments (inclusive of demobilization costs) in addition to payments described in Section E above, shall be paid to the Contractor dependent upon the date of the termination of work under this Contract.

Number of Days from Effective Date of Contract to Date of Termination of work thereunder.	Amount of Payment Due to Contractor
1-30 days	\$200,000
31-60 days	\$180,000
61-90 days	\$160,000
91-120 days	\$140,000
121 -150 days	\$120,000
151-181 days	\$100,000

- G. Other than as set forth above, Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of unperformed work or resulting from such termination.

13. Any and all notices shall be delivered to the parties at the following addresses:

Contractor	Department
Richard Slovarp CDM Constructors, Inc. 2301 Maitland Center Parkway, Suite 300 Maitland, Florida 32751	Rick Cantrell (MS 715) Florida Department of Environmental Protection Division of Water Resource Management Bureau of Mine Reclamation 2051 East Paul Dirac Tallahassee, Florida 32310

14. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State constitution and Section 119.07(1), Florida Statutes.
15. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
16. The Department's Contract Manager is John Coates, Program Administrator, Phone 850/488-8217 Extension 17. The Contractor's Contract Manager is Dean Carter, Senior Project Manager, Phone (407) 660-6423. All matters shall be directed to the Contract Managers for appropriate action or disposition.
17. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.
18. The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
19. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
20. Dispute Resolution. In the event of a dispute between the Department and Contractor concerning the obligations arising under this Contract, or the interpretation of any of the provisions hereunder, the parties agree to review such matter in good

faith and will use their commercially reasonable best efforts to resolve any such dispute prior to termination of this Contract or filing any action or claim in litigation. In this regard, Contractor and the Department agree to follow the following procedures, all such meetings to occur at a time and place mutually agreeable to the parties acting in good faith:

- A. The Contract Managers shall meet in person to discuss the dispute or controversy in question. Such meeting shall occur within fifteen (15) days after a party has provided the other party notice of its intent to trigger the dispute resolution procedures under this paragraph 20.
 - B. Should the Contract Managers be unsuccessful in resolving such dispute or controversy in person, then senior level executives and/or officials from Contractor and the Department, accompanied by counsel, shall meet in person within fifteen (15) days after the Contract Managers have met to discuss the dispute or controversy in question.
 - C. Should the Contract Managers and senior level executives be unsuccessful in resolving such dispute or controversy in person, then the Contractor and the Department shall schedule a face-to-face meeting within fifteen (15) days after the meeting of the senior level executives and/or officials occurred between the President of Contractor and the most senior official of the Department to discuss the dispute or controversy in question.
 - D. Should the procedures in subsections (A), (B) and (C) prove to be unsuccessful, either party shall have the right to pursue any remedies it may have available to it, whether at law or in equity, in Leon County, Florida. Notwithstanding the foregoing, the parties may mutually agree to submit the dispute to a mediator mutually retained by the parties in an effort to facilitate a resolution to the dispute without resorting to litigation.
 - E. In the event of a dispute regarding performance, Contractor and the Department shall continue without delay their performance hereunder, except for any performance that the Department reasonably determines should be stayed.
 - F. The parties agree that Contractor may, with 15 days written notice to the Department, and without additional cost or penalty, suspend performance hereunder in the event that the Department fails to pay to Contractor any amounts owed and due in accordance with this Contract (other than those amounts subject to dispute by the Department). However, if Contractor suspends performance hereunder which the Department, in its sole discretion, determines should not be delayed, then any additional costs which may be incurred by Contractor or the Department as a result of Contractor's suspension of performance shall be borne by Contractor, and Contractor shall make no claim whatsoever against the Department for such costs. Contractor shall promptly reimburse the Department for such Department costs, as reasonably determined by the Department, or the Department may deduct all such additional costs from any amounts due to Contractor from the Department.
- 21.
- A. Should the Department identify any deficiency based on Contract Requirements, which the Department, in its sole discretion, deems to be of sufficient magnitude, the Department may notify the Contractor of the deficiency and of the need to submit a Corrective Action Plan ("CAP").
 - B. The Contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department specifying a deficiency. The CAP shall be sent to the Department's Contract Manager for review by the Department.
 - C. The Department shall notify the Contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement which identifies in reasonable detail why the Department believes the CAP will not result in correction of the cited deficiencies and the Contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
 - D. Upon acceptance of the CAP, which shall not be unreasonably withheld, the Contractor shall have, at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Department does not guarantee the implementation will result in elimination of future deficiencies.
 - E. The CAP will remain active/open until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department's Contract Manager.

- F. Failure to respond to a request for a corrective action plan or failure to meet the corrective action may result in termination of the Contract, pursuant to the termination provisions set forth in this Contract. The Department reserves the right to exercise other remedies as permitted by the Contract.
- G. Unless expressly stated in the Notice from the Department, the parties agree that any notice or correspondence provided pursuant to this Section shall not constitute a Termination Notice (as defined in the Contract) or a "cure notice."
22. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
23. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
24. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
25. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.
26. A. The Contractor shall not subcontract, assign, or transfer any work under this Contract, with the exception of Moretrench Environmental Services, Inc., COMANCO Environmental Corporation, Quiet Earth Consultants, Inc., PENN PRO, Inc., and Mosaic Phosphates Company, without the prior written consent of the Department's Contract Manager. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
27. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street, North
St. Petersburg, FL 33716-1826
Toll Free: 1-800-643-8459
Website: www.pridefl.com

28. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency are concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida.
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
(850) 487-1471
Website: www.respectofflorida.org

29. A. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
- B. The Contractor shall secure and maintain commercial general liability coverage with limits of not less than \$1,000,000 per occurrence and \$5,000,000 annual aggregate for bodily injury and property damage; comprehensive automobile liability coverage with limits of not less than \$1,000,000 combined single limit and Contractor Pollution Liability coverage with limits not less than \$5,000,000 each occurrence and aggregate. Neither the DEP nor the Receiver shall be responsible for any deductible or self-insured retention.
- C. The selected contractor's certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to the DEP Procurement Administrator, with the exception of ten (10) days notice for non-payment of premium by the insured. A certificate(s) of insurance for all coverages, except workers' compensation, shall identify the DEP and the Receiver as an additional insured.
30. At the discretion of the DEP, the Contractor may be required to maintain an environmental insurance program including cost cap insurance policy that shall provide DEP with financial assurance for the cost of activities under this contract, in addition to a Pollution Legal Liability Policy. The DEP shall not be responsible for any deductible or self-insured retention. (If applicable, the terms, coverage, and financial structure of the insurance program will be negotiated with the Contractor). This insurance program will be provided in addition to the performance bond described below. Cost for this insurance shall be borne outside the lump sum costs of this Contract and eligible for reimbursement by the Department on a cost reimbursement basis.
31. In the sole discretion of the Department, the Contractor shall obtain a performance bond in the amount or amounts to be determined by the Department. The cost of the performance bond shall be borne by the Department outside the lump sum amount paid under the terms of this Contract. The performance bond shall be issued by a surety company authorized to do business in Florida. Cost for the performance bond, if required by the Department, shall be borne outside the lump sum costs of this Contract and eligible for reimbursement by the Department on a cost reimbursement basis.
32. If a force majeure occurs which causes delays or the reasonable likelihood of delay in the achievement of any tasks or subtasks of this Contract, the Contractor shall promptly notify the Department orally and shall, within seven (7) calendar days, notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the selected contractor's intended timetable for implementation of these measures. The time for performance for such task or subtask under this contract will be extended, for a period of time equal to the delay resulting from the force majeure and the dates for the imposition of liquidated damages shall also be extended.. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary governmental or third party approvals, governmental restraint, and any other cause, whether of the kind specifically enumerated herein or otherwise, which is not reasonably within the control of the selected contractor. The selected contractor is responsible for the performance of all services issued under this contract. Failure to perform by a selected contractor's subcontractor shall not constitute a force majeure event.

33. All expenditures for infrastructure or trade fixture improvements, maintenance, repair or replacement are included within the lump sum amounts of the Contract, and such property shall remain at the site. Other than property purchased under the lump sum amounts of this Contract, the purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized.
34. A. Change Orders - The Department, without invalidating this Contract, may order Changes in the Project within the general scope of this Contract consisting of additions, deletions or other revisions, the cost, and the Completion Date, being adjusted accordingly. All Changes must be covered by an authorized Change Order signed by the Department before the change is implemented.
- B. A Change Order is a written order to the Contractor's Contract Manager signed by the Department issued after the execution of this Contract, authorizing a Change in the Project, the Contractor's fee, or the Contract Completion date. Each adjustment in the cost resulting from a change order shall clearly separate the amount attributable to the Cost of the Scope of Services.
- C. Change Orders may be based upon variances between theoretical nominal neat design in-place closure construction quantities and corresponding BAFO estimated nominal design quantities. Such theoretical nominal design quantities shall be neat quantities determined from detailed design drawings which specifically exclude any adjustment for bulking factor or shrinkage, any additional fill needed to compensate for settlement during construction or for compaction or mudwaving of soft materials, additional material needed for liner overlaps and for liner buried in anchor trenches, additional liner quantities to accommodate sloping surfaces, additional liner material needed for patches, liner waste, etc. Variances within a margin of error of +/- 5% of estimated amounts will not trigger an adjustment of price for either party to this Contract and will not result in a Change Order. If closure construction quantities originally contemplated or subsequently agreed upon following issuance of the detailed design drawings and representative topographic maps, are increased or decreased by more than five percent (5%) and less than twenty percent (20%) for that particular unit price item, the cost shall be as adjusted as set forth in D.1. below using unit prices stated in the Contract.
- D. The increase or decrease in the cost resulting from a Change Order shall be determined by the Department in one the following ways, in the following order of priority, as applicable:
1. by unit prices stated in the Contract or subsequently agreed upon;
 2. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Engineer and Department; or
 3. by cost and a mutually acceptable fixed or percentage fee.
- E. If none of the methods set forth in paragraph D. is applicable, the Contractor's Contract Manager, provided he receives a written order signed by the Department, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Engineer will establish an estimated cost of the work and the Contractor's Contract Manager shall not perform any work whose cost exceeds that estimate without prior written approval by the Department. In such case, and also under paragraph C. above, the Contractor's Contract Manager shall keep and present, in such form as the Department may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project. The amount of decrease in the cost to be allowed by the Contractor's Contract Manager to the Department for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.
- F. If closure construction quantities originally contemplated or subsequently agreed upon following issuance of the detailed design drawings and representative topographic maps, are increased or decreased by more than twenty percent (20%) for that particular unit price item the applicable unit prices and cost shall be equitably adjusted. The equitable adjustment shall be limited to the amount which the variance exceeds 20%.
- G. Concealed or latent physical conditions or subsurface conditions at the site that (i) materially differ from the conditions indicated in the Contract or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "differing site conditions". Upon encountering a differing site condition, Contractor shall provide prompt written notice to the Department of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the differing site condition has been substantially disturbed or altered. Upon notification of a differing site condition, the Department may elect to modify the design specifications associated with the task or subtask to accommodate or avoid the differing site conditions. Alternatively, the Department may elect to authorize the Contractor to proceed with work despite the differing

conditions. If the Department elects to authorize the Contractor to proceed with the work despite the differing conditions, the Contractor will be entitled to an equitable adjustment in the Contract price and/or Contract time(s) to the extent Contractor's cost and/or time of performance are adversely impacted by the differing site condition. Such adjustment shall be made by Change Order in accordance with paragraph B.

H. Claims For Additional Cost Or Time

All claims for additional cost or time resulting from force majeure shall be calculated in accordance with paragraph 32 made by request for a change order submitted as provided in paragraph 34.

I. Minor Changes In The Project

The Department will have authority to order minor changes in the work not involving an adjustment in the Contract price or an extension of the Contract Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order. Documentation of changes shall be determined by the Department. Changes shall be approved by the Department's Contract Manager and Engineer.

J. Emergencies

In any emergency affecting the safety of persons or property, the Contractor's Contract Manager shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Contract cost or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in paragraph 34.

35. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
36. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
37. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.
38. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1%), which the Contractor shall pay the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, the vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected, returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Contract.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

39. The Contractor shall comply with all applicable safety regulations and standards including all federal, state, and local laws, ordinances, rules and regulations. The Contractor shall also comply with all OSHA trench safety requirements and with the Trench Safety Act (Senate Bill 2626). The Contractor and the Contractor's employees must comply with site-specific training or the Florida Phosphate Council (FPC) Member Facilities Contractor Safety & Health Training Program(s) and must have current valid certifications of completion of the site-specific or FPC training course.

It is understood and agreed that the work will be in an acidic environment where the ponded water and pore water within the phosphogypsum, the phosphogypsum itself and rainfall runoff from the gypsum stack surfaces may have a pH as low as 2 and elevated dissolved solids concentrations.

All inspectors charged with routine inspection and maintenance must have satisfactorily completed training in earthen dikes and phosphogypsum stack system inspection requirements in accordance with the provisions of Chapter 62-672, F.A.C.

40. The Department has conducted tests on the waste streams from the site and represents that the waste streams have not exhibited a hazardous characteristic as defined in the Resource Conservation and Recovery Act (RCRA). However, the parties are entering into this Contract with the understanding that even if the waste streams did exhibit a RCRA hazardous characteristic, they would be exempt from regulation under RCRA pursuant to the Bevill Amendment and 40 CFR 261.4(b)(7).
41.
 - A. The Contractor represents that the work product and the quality of workmanship shall conform with the specifications for such as provided under this Contract. The Contractor further represents that the work will be performed with an adequate Standard of Care and will be sufficient to be utilized for the purpose for which it is intended in accordance with this Contract.
 - B. For liner installation the date for the commencement for such warranty provided by the Contractor shall begin on the date the work (or a specified part thereof) has progressed to the point, where in the opinion of the Engineer, the work (or a specified part thereof) is sufficiently complete for the purposes of conditional acceptance or issuance of a Letter of Acceptance. Such warranty by the Contractor shall continue for a period of not less than two years from satisfactory completion and acceptance as such, or a longer period as may be prescribed by law or by the terms of any specific material or workmanship warranty required elsewhere under this contract. The warranty for the HDPE liner material shall commence on the date the Letter of Acceptance is issued following approval by the Engineer for such HDPE liner work. Nothing in this paragraph shall construed to limit the period of any other obligation of the Contractor under this Contract, nor shall it limit the time for corrective active actions or during which the Contractor's obligation to comply with the terms of this Contract may be sought to be enforced.
42. The Department acknowledges and agrees that the Contractor has neither created nor contributed to, nor shall Contractor be liable to the Department for, the creation or existence of any type of hazardous or toxic waste, material, chemical, compound, or substance, or any type of environmental hazard, contamination, or pollution, whether latent or patent, or the release thereof or the violation of any law or regulation relating thereto, existing or occurring at the site prior to the commencement of Contractor's services.

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43. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

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

CDM CONSTRUCTORS INC.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title: _____

By: _____
Director, Division of Water Resource Management
or designee

Date: _____

Date: _____

John Coates, DEP Contract Manager

FEID No.: 04-3163397

DEP Contracts Administrator

Contractor's Remittance Address:

Approved as to form and legality:

CDM Constructors Inc.
Dept. 5013-44
Hartford, CT 06150-5013

DEP Attorney

List of attachments/exhibits included as part of this Contract:

Type	Letter/ Number	Description (include number of pages)
Attachment	A	Scope of Services (9 pages)
Attachment	B	Change Order Form (2 pages)
Attachment	C	Payment and Deliverable Schedule (6 pages)
Attachment	D	Subcontractor Utilization Report Form (3 pages)
Attachment	E	Contract Payment Requirements (1 page)

ATTACHMENT D

SUBCONTRACTOR UTILIZATION REPORT FORM FOR COMMODITIES/SERVICES

DIRECTIONS:

Contractors working for the Florida Department of Environmental Protection (DEP) must complete and submit this attachment with each invoice submitted for payment. Questions regarding use of this form should be directed to the Procurement Section (MS93), Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, Phone 850/245-2361.

DEP Contract No.: _____

Invoice Number: _____

Task Assignment No. (if applicable): _____

Invoice Service Period: _____

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED

BUSINESS CLASSIFICATION						CERTIFIED MBE					NON-CERTIFIED MBE					NON-PROFIT ORG.			
NON-MINORITY	SMALL BUSINESS (STATE)	SMALL BUSINESS (FEDERAL)	GOVERNMENTAL AGENCY	NON-PROFIT ORGANIZATION	P.R.I.D.E.	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	BOARD IS 51% OR MORE MINORITY	51% OR MORE MINORITY OFFICERS	51% OR MORE MINORITY COMMUNITY SERVED	OTHER NON-PROFIT

LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD

DEP Contract No.: _____

Invoice Number: _____

Task Assignment No. (if applicable): _____

Invoice Service Period: _____

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																			
BUSINESS CLASSIFICATION							CERTIFIED MBE					NON-CERTIFIED MBE				NON-PROFIT ORG.			
NON-MINORITY	SMALL BUSINESS (STATE)	SMALL BUSINESS (FEDERAL)	GOVERNMENTAL AGENCY	NON-PROFIT ORGANIZATION	P.R.I.D.E.	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	BOARD IS 51% OR MORE MINORITY	51% OR MORE MINORITY OFFICERS	51% OR MORE MINORITY COMMUNITY SERVED	OTHER NON-PROFIT

LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD

SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:

I certify that the information provided in the preceding page(s) is accurate as of the last day of the payment period identified on this form.

(Signature)

(Date)

(Business Name)

(Street Address)

(City, State, Zip Code)

(Phone Number)

DEP 55-217 (08/00)