



Florida Department of Environmental Protection

Bureau of Mine Reclamation
2051 East Paul Dirac Drive
Tallahassee, Florida 32310-3760

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

August 5, 2008

Richard Slovarp
CDM Constructors Inc.
2301 Maitland Center Parkway, Suite 300
Maitland, Florida 32751

Dean Carter
CDM Constructors Inc.
2301 Maitland Center Parkway, Suite 300
Maitland, Florida 32751

Re: Dispute Resolution Agreement – Part 2, CDM Claims for Additional Costs

Gentlemen:

The following agreement resolves disputes between the Florida Department of Environmental Protection (“Department” or “DEP”) and CDM Constructors Inc. (“CDM” or “Contractor”), under Department Contract SP644 executed on February 23, 2005, as amended including Change Orders and by the “June 9, 2006, Dispute Resolution Agreement – Process Water Sump Cost Breakout” as executed by the Department on June 13, 2006; and by the “March 19, 2007, Dispute Resolution Agreement – Remaining Cooling Pond Closures” as executed by the Department on March 28, 2007; and by the “April 30, 2008, Dispute Resolution Agreement – Part 1, CDM Claims for Additional Costs” as executed by the Department on May 1, 2008, hereinafter referred to as the “Contract,” to manage and close the Piney Point Phosphates Phosphogypsum Stack System and to consume process water within the system.

Premises:

1. Commencing in April 2007, CDM and the Department have exchanged correspondence wherein the Department and CDM have raised issues with regard to the scope of and pricing under the Contract with regard to closure of the stack system, the principle examples of which were attached and included as Exhibits 1 through 7 in the “April 30, 2008, Dispute Resolution Agreement – Part 1, CDM Claims for Additional Costs,” and which are incorporated herein by reference as Exhibits 1 through 7, respectively.

2. On May 1, 2008, CDM submitted a letter regarding “Request for Equitable Adjustment – FDEP Contract Number SP644” which is attached hereto and included as Exhibit 8;

3. Commencing on February 22, 2008, and continuing through April 29, 2008, the Department and CDM have met in continued dispute resolution sessions in an effort to

resolve disputes concerning interpretations of and obligations arising under the Contract, pursuant to paragraph 20B of the Contract;

4. On May 1, 2008, the Department and CDM separately executed Change Order SP644-021 and the "April 30, 2008, Dispute Resolution Agreement – Part 1, CDM Claims for Additional Costs" (or "April 30, 2008, Dispute Resolution Agreement"), which agreements resolved a number of issues raised between CDM and the Department, and which provided agreed upon scope and pricing adjustments for specified closure tasks and related work under the contract that are currently being performed by CDM;

5. On May 6, 2008, the Department and CDM met, pursuant to paragraph 20C of the Contract, in an effort to resolve the remaining disputes that were specifically identified as matters deferred by the April 30, 2008, Dispute Resolution Agreement;

6. The Department and CDM desire to enter into this Dispute Resolution Agreement - Part 2, CDM Claims for Additional Costs (or "Agreement") to outline agreed upon adjustments to Attachment C of the Contract, the Payment and Deliverable Schedule, stemming from the May 6, 2008, dispute resolution meeting, and to establish the agreed upon changes to Attachment C of the Contract pursuant to the Dispute Resolution provisions of paragraph 20 of the Contract.

7. From the May 6, 2008, dispute resolution meeting through the time of this Agreement CDM does not assert any claim for any delays, increased costs, or any other material changes or conditions, aside from those matters that are being resolved by this Agreement or that have been resolved by other prior agreements under this Contract, that have been caused or contributed to by the Department or the Engineer.

8. CDM is ready to begin operations and to complete the Part 2 Agreement Closure Construction Tasks and all remaining contractual services, under the terms and conditions of the Contract and as further specified herein.

NOW THEREFORE, in consideration of the promises and covenants of CDM and the Department contained in this agreement, each of CDM and the Department agrees as follows:

1. Purpose of Agreement. This Agreement is entered into for the express purposes of resolving all disputed issues as referenced or noted herein, and for specifying modifications related to the scope and cost of Part 2 Agreement Closure Construction Tasks and Water Consumption Tasks, as described herein, for, construction of the remainder of the Phase I drains, closure of the North Cooling Pond, and closure of the Second 50% plant watershed areas.

(a) All issues in dispute at the time of this Agreement, regardless of whether they are or have been expressly identified as an issue in dispute in related correspondence and exchanges, and all material claims for work performed or items paid by the Department to CDM under the terms of the Contract at the time of this Agreement, are resolved either by this Agreement, the preceding April 30, 2008, Dispute Resolution Agreement, or by prior agreements executed between CDM and the Department and issued pursuant to terms of the Contract.

(b) There will be no unresolved matters in dispute nor any pending claims for increased costs between CDM and the Department as of the date this Agreement is executed by both CDM and the Department.

(c) This Agreement is subject to the terms and conditions of the Contract between CDM and the Department. Pursuant to the terms and conditions of the Contract, CDM and the Department represent that this Agreement is consistent with the Dispute Resolution provisions of paragraph 20 of the Contract.

2. Liquidated Damages. The Department shall not assess any liquidated damages related to Water Management for the liquidated damages rate specified under Paragraph 8 of the Contract in subparagraph a) of the Water Management table as, "\$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." The Department and CDM further expressly agree that CDM shall continue be subject to the liquidated damages rate specified under Paragraph 8 of the Contract in subparagraph b) of the Water Management table as, "\$20/1000 gallons for all ponded water inventory exceeding 5 million gallons by the end of the contract," which shall be applicable if the ponded process water inventory exceeds 5 million gallons by the end of year 5 of the Contract.

3. Closure Construction and Process Water Consumption Tasks. The following "Part 2 Agreement Closure Construction and Process Water Consumption Tasks" shall be performed and completed in accordance with the terms and conditions of the Contract as clarified below:

(a) Second 50% Plant Watershed Areas Closure. Closure of the Second 50% Plant Watershed Area is specifically included within the Scope of Services under the Contract. The costs included in this agreement for the Second 50% Watershed Area Closure are based on estimated quantities provided by the Department and reviewed by CDM. The majority of fill for the Second 50% Plant Watershed Areas is to be placed in the general vicinity of the aeration spray ponds. Soft materials in Aeration Ponds A through D will be excavated or removed as necessary and relocated to the North Cooling Pond. The costs for installation of any subsurface drains, if required, for the Second 50% Plant Watershed Areas Closure shall be in addition to the costs included herein. The costs in this agreement are subject to revision based

on final plans and specifications to be issued by the Engineer, in accordance with the terms and conditions of the contract. The Engineer will complete and issue detailed design drawings and specifications for the Second 50% Plant Watershed Areas Closure at a later date, to be mutually agreed upon by CDM and the Department. The final quantities and lump sum prices for the Second 50% Plant Areas Closure Work will be determined in accordance with the terms and conditions of the contract and mutually agreed upon quantities corresponding to the Engineer's detailed design drawings and specifications for the Second 50% Plant Watershed Areas Closure.

(b) North Cooling Pond Closure Construction. The Engineer will complete and issue detailed design drawings and specifications for the North Cooling Pond Closure Construction at a later date, to be mutually agreed upon by CDM and the Department. The final quantities and lump sum prices for the North Cooling Pond Work will be determined in accordance with the terms and conditions of the contract at the unit rates for Task C4a shown in Table 1 of Attachment C and mutually agreed upon quantities corresponding to the Engineer's detailed design drawings and specifications for the North Cooling Pond Closure Construction.

(c) Process Water Consumption. A lump sum allowance shall be added to Task B of the Contract for up to 90 million gallon (MGal) of process water consumption at a lump sum unit rate of \$8.51/1,000 gallons, where the lump sum amount shall be applied to 1,000 gallon increments of additional process water consumption beyond the lump sum amount previously specified at the time of the April 30, 2008, Dispute Resolution Agreement. The Year 3 provisions under items B2 and B3 of Task B under the Contract are hereby eliminated for the "Contract Allowance for Rainfall greater than 55 inches/year," and "Contract Deduction for Rainfall less than 50 inches/year," respectively.

4. Part 2 Agreement Closure Construction Tasks Scope and Timing. The closure construction for the tasks described above shall be conducted in accordance with design drawings and specifications provided or to be provided elsewhere by the Engineer under the terms and conditions of the Contract. The works to be performed are further specified on Attachment C of the Contract, as hereby revised, which is attached and hereby incorporated by reference.

5. Payment and Deliverable Schedule Modifications.

(a) Cost adjustments associated with the South Cooling Pond Phase II fill quantity adjustment for soft materials shall be incorporated in Attachment C, Payment and Deliverable Schedule under the Contract based on the agreed upon quantities and total lump sum costs shown under Task C4b.2 on Attachment C, as hereby revised by this Agreement.

(b) Cost adjustments associated with the contractor construction management costs based on drawing delivery dates shall be incorporated in Attachment C,

Payment and Deliverable Schedule under the Contract based on the agreed upon total lump sum costs shown under Tasks C2b, C2c, C2d, C3a, and C3b on Attachment C, as hereby revised by this Agreement.

(c) Cost adjustments associated with construction related piping and water management activities shall be incorporated in Attachment C, Payment and Deliverable Schedule under the Contract based on the agreed upon total lump sum costs shown under Task C3a on Attachment C, as hereby revised by this Agreement.

(d) Cost adjustments associated with the mobilization for the liner subcontractor shall be incorporated in Attachment C, Payment and Deliverable Schedule under the Contract based on the agreed upon total lump sum costs shown under Task C3a on Attachment C, as hereby revised by this Agreement.

(e) Cost adjustments associated with the Phase I and Phase II Drains shall be incorporated in Attachment C, Payment and Deliverable Schedule under the Contract based on the agreed upon quantities and total lump sum costs shown under Tasks C3a and C3b on Attachment C, as hereby revised by this Agreement.

(f) Cost adjustments associated with the closure related sludge management for materials in the NGS-N reservoir compartment shall be incorporated in Attachment C, Payment and Deliverable Schedule under the Contract based on the agreed upon total lump sum costs shown under Task C4a on Attachment C, as hereby revised by this Agreement.

(g) Cost adjustments associated with the Increased Costs for Soil Cover shall be incorporated in Attachment C, Payment and Deliverable Schedule under the Contract based on the agreed upon total lump sum costs shown under Tasks C4a and C6b on Attachment C, as hereby revised by this Agreement.

(h) Cost adjustments associated with the Second 50% Plant Watershed Areas Closure shall be incorporated in Attachment C, Payment and Deliverable Schedule under the Contract based on the agreed upon quantities and total lump sum costs shown under Task C6b on Attachment C, as hereby revised by this Agreement.

(i) Cost adjustments associated with the Process Water Consumption under Task B1a, shall be incorporated in Attachment C, Payment and Deliverable Schedule under the Contract based on the agreed upon quantities and total lump sum costs shown under Task B1a on Attachment C, as revised by this Agreement.

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(j) In accordance with the agreements herein, the Department and CDM hereby agree that Attachment C, Payment and Deliverable Schedule under the Contract, shall be modified as shown on such attachment as included herein.

6. Agreement Authority. This Agreement shall constitute an agreement of the parties hereto with respect to the subject matter under paragraph 20 of the Contract and supersedes all prior oral and written agreements in regard thereto. Notwithstanding the agreements specified herein, nothing in this Agreement shall be construed to limit the full prospective rights of the Department or of the Contractor, regarding the provisions of paragraphs 1.D.; 32; 34 G; and 34 H of the Contract. In accordance with paragraph 43 of the Contract, this Agreement is a modification of the Contract and shall be attached thereto.

(Signature Page Follows)

Please acknowledge your agreement to the terms contained in this agreement by executing the acknowledgment set forth below.

THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

August 8, 2008
Date

By: Richard W. Cantrell
Director or Deputy Director, Division of Water
Resource Management (Contract Authority, DEP)

8/8/2008
Date

By: John A. Costa
DEP Contract Manager,
Bureau of Mine Reclamation

Acknowledged and Accepted:

CDM Constructors Inc.

8/7/08
Date

By: Ruth S. Sings
Vice President, CDM Constructors Inc.

List of Attachments/Exhibits Included herein by reference or attachment:

<u>Reference</u>	<u>Title/Description of Document</u>	<u>Number of Pages</u>
Exhibit 1	December 21, 2007, letter regarding, "Cost Proposal for Revised Stack Closure Dated October 16, 2007 and CDM Letter dated December 3, 2007"	3
Exhibit 2	January 7, 2008, letter regarding, "December 21, 2007 Letter on CDM's October 16, 2007 Cost Proposal - FDEP Contract Number SP644"	14
Exhibit 3	January 11, 2008, letter regarding "Revised Cost Proposal for Revised Closure of Stack System	15

<u>Reference</u>	<u>Title/Description of Document</u>	<u>Number of Pages</u>
	FDEP Contract Number SP644”	
Exhibit 4	February 6, 2008, letter regarding “CDM Revised Change Order Proposal Dated January 11, 2008 - FDEP Contract Number SP644”	3
Exhibit 5	February 14, 2008, letter regarding, “CDM’s February 6, 2008 Letter - Dispute Resolution Provisions – FDEP Contract Number SP644	4
Exhibit 6	March 25, 2008, letter regarding “Revised Cost Proposal for Crest Road, Reservoir Cover Soil and First 50% Plant Area Closure Work, Piney Point Phosphogypsum Stack Closure - FDEP Contract Number SP644	29
Exhibit 7	February 14, 2008, letter regarding, “Notice for Dispute Resolution Procedures under Paragraph 20 - Contractual Assessment of Liquidated damages per Paragraph 8 – CDM Process Water Consumption Invoice Nos. 27B, 28B, and 29B - FDEP Contract Number SP644”	2
Exhibit 8	May 1, 2008, letter regarding “Request for Equitable Adjustment – FDEP Contract Number SP644”	13
Attachment C	Attachment C, Payment and Deliverable Schedule under the Department Contract Number SP644, as modified by agreement herein	9

cc: Richard Cantrell, FDEP
Jon Alden, FDEP
Gwenn Godfrey, FDEP
DEP Contracts Disbursements Section - 2 copies
Nadim Fuleihan, Ardaman
Michael Edgar, CDM
Kart Vaith, CDM



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May 1, 2008

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

RE: Request for Equitable Adjustment
FDEP Contract Number SP644

Dear Mr. Coates:

CDM Constructors Inc. (CDM) is submitting this request for equitable adjustment (REA) to the above referenced contract for your consideration. CDM prepared this REA in the spirit of the open discussions that have taken place during the dispute resolution process. FDEP requested during these discussions that CDM bring forth any other items of potential cost impact to the project. In response to that request, CDM advised the FDEP of this REA and the approximate cost magnitude in our March 25, 2008 correspondence. Many of the issues that have been discussed during the dispute resolution meetings are relevant to the issues presented in this REA. This document provides the background and basis of our REA. CDM believes we are entitled to the requested adjustment of the contract amount due to delays to the project schedule and the associated cost impacts of those delays.

The REA is comprised of three elements. The first is the delays to the project schedule resulting from the delivery of the design drawings after contract deadline and changes to the contract drawings after issuance. The second is the delays that occurred during the permitting process for the Gulfstream II borrow permit. The third element is an analysis of the watershed closure schedule and the impacts to the volume of process water requiring treatment resulting from the delays to the closure schedule.



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Delays to the Closure Construction Schedule due to Drawing Delivery

The ITN and BAFO documents both specified in the scope of services that the detailed closure design documents would be completed by the third party engineer prior to contract award. The ITN and BAFO both specified a general closure sequence and closure schedule for the work which was incorporated into the above referenced contract. The contract also required that CDM be provided with "Issued for Construction" closure design drawings on specific dates. With the exception of the NGS-S lined reservoir closure drawings, all of the other closure design drawings have not been issued in accordance with the schedule set forth in the contract. CDM relied on these contractual schedule dates to build our construction schedule. Since the closure design drawings have not been provided per the Contractual dates, CDM's work has been delayed. CDM incurred additional costs resulting from these delays for which reimbursement is requested. A summary of the contractual delivery dates versus actual drawing delivery dates is presented in the table below.

<u>Area</u>	<u>Contract "Issued" Date</u>	<u>Actual "Issued" Date</u>	<u>Delay (Days)</u>
Phase I Slopes	March 1, 2005	May 16, 2005	77
Top Gradient Areas	March 1, 2005	May 16, 2005	77
Phase II Slopes	November 1, 2005	December 23, 2005	52
SCP-S and Sump	November 1, 2005	January 12, 2006	72
SCP-N	November 1, 2006	November 16, 2006	15

Top Gradient Closure Delays

The Top Gradient Closure Work comprises the OGS-S Cap, OGS-N Cap, NGS-S Cap, and NGS Relief Ditch. The contract specifies that the "Issued for Construction" design drawings be provided for these areas by March 1, 2005. CDM did not receive the design drawings until May 16, 2005, a 77 calendar day delay. The delay in the delivery of these drawings resulted in the construction work being delayed and the liner placement schedule and cover soil placement schedule being pushed into early 2006.

By not having the drawings on time for Phase I Slope Closure and Top Gradient Closures, CDM missed the opportunity to complete the work associated with the Phase I Slopes, which delayed the OGS-S Cap and OGS-N Cap from being removed from the process watershed from August 31, 2005 to March 19, 2007, a period of approximately



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seventeen months. The Cap Areas were dependent on completion of the Phase I Slopes because the water in the Cap Areas needed a clean path to flow to discharge off site without requiring additional treatment. To reduce the impact on the water balance caused by this delay, CDM installed temporary piping from the OGS Cap areas and Slope Pond

to divert dischargeable rainwater from the process watershed system. This piping was required to be installed due to the delayed construction of the Phase I ditch system. CDM incurred costs to install the temporary piping and also to remove the piping after completion of the closure work associated with the Phase I ditches.

The delay in the delivery of the design drawings resulted in the relief ditch liner work not being completed in time so that CDM could utilize the cover soil from Gulfstream I (GSI) borrow source prior to the depletion of GSI. As the FDEP is aware, Compass had to stop hauling cover soil to the top gradient areas for six days in November 2005 due to a lack of lined areas available for cover soil. Compass asserted a claim for the standby costs incurred but ultimately agreed to drop the request. The NGS cap area cover soil placement was completed after this brief delay period. However, the relief ditch area was not ready for cover soil after placement of the NGS cap cover soil was completed. At that point to avoid another standby period, Compass had to start placement of the cover soil in the OGS-S which was the first lined reservoir to receive cover soil in accordance with the project schedule. The liner work in the relief ditch was completed in January 2006 just prior to GSI being depleted. Once GSI was depleted the cover soil in the relief ditch couldn't be completed until an alternate source was developed. This resulted in the relief ditch and NGS-S cap remaining in the watershed until September 2007. The late delivery of the design drawings directly resulted in the delay of removing the relief ditch and NGS cap area from the watershed. This has resulted in costs impacts including extended overhead costs, additional water treatment and maintenance work.

Extended Overhead Costs

CDM has incurred additional overhead costs on the project due to the delays described above. The Phase I Slope closures and Top Gradient Closures were originally scheduled to be performed concurrently with the NGS South reservoir closure work. The 77 calendar day delay in the delivery of the design drawings for the work pushed the Phase I Slope closure and Top Gradient closure work out and reduced the amount of concurrency in the schedule. CDM has compared the effect on the schedule and is requesting compensation for a portion of our overhead costs during the 77 calendar day delay period.



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Additional Water Treatment Costs

The costs associated with the treatment of additional process water are discussed in the third part of this REA.

Temporary Piping to Divert Around Phase I Ditches

As discussed above, CDM installed temporary piping to divert stormwater from the top gradient areas around the Phase I ditches which were delayed during closure construction. The temporary piping was tied into the existing piping on the site to divert the stormwater from the top gradient areas to Outfall 003 for offsite discharge. The cost to install the temporary piping has been included in this REA.

Phase I Relief Ditch Cleaning Additional Work

Prior to installation of the cover soil in the NGS relief ditch, CDM was required to remove gypsum that had accumulated on the relief ditch liner. During the delay in the cover soil placement, rainfall caused gypsum to erode down the slopes and onto the relief ditch liner.

Phase I Slope Closure Delays

The Phase I Slope closure consisted of the closure of the exterior side slopes of the OGS and the NGS-N West slope and the installation of a seepage drain and lined ditches at the base of the exterior slopes. The contract specifies that the "Issued for Construction" design drawings be provided for these areas by March 1, 2005. CDM did not receive the design drawings until May 16, 2005, a 77 calendar day delay. Additionally, when the design drawings were issued on May 16, 2005 the Phase I seepage drains design was not completed and was not released for construction at that time. The design drawings for the drains were not released for construction until July 20, 2005. The delay in the delivery of these drawings resulted in the construction work being delayed and the liner placement schedule and cover soil placement schedule being pushed into 2006.

Phase I Slope Closure Seepage Drain Redesign Delay

As a result of the discovery of impacted groundwater on the south side of Buckeye Road, FDEP had the Engineer redesign the seepage drain in the OGS South Ditch, which was a part of the Phase I Slope Closures. The redesign consisted of lowering the invert elevation of the seepage drain approximately 5 feet from the original design elevation on the west end of the drain tapering up over a distance of 1800 feet to match the existing



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design elevation on the eastern end of the drain. This redesign occurred while the Phase I Slope Closure work was underway. CDM was provided with revised design drawings for the seepage drains for the OGS South Ditch at the February 16, 2006 construction meeting. CDM's subcontractor, Moretrench started work on redesigned seepage drains on March 13, 2006, 25 days after being provided revised design drawings. In order to mitigate any further delay, Moretrench began this work prior to finalization of the change order. The negotiations for the cost of this work took longer than anticipated and were not completed until after the work was completed. While Moretrench was installing the redesigned seepage drains, Comanco had no place to install liner on the site so they were forced to demobilize from the site. Comanco demobilized from the site on March 9, 2006 and did not resume liner installation for the Phase I Slope Closures until June 1, 2006. This resulted in an 84 day delay to the schedule.

The combination of the time required for Ardaman to redesign the seepage drains and the Comanco demobilization comprise a total delay of 109 days to the project.

This design change resulted in a delay of 25 days for the time required for Ardaman to redesign the seepage drains. Comanco also had to demobilize while waiting on Moretrench to complete installation of the redesigned seepage drains, a delay of 84 days. CDM incurred costs for the demobilization and remobilization of Comanco crews due to this delay. This further delayed closure of the Phase I Slopes beyond that of just the redesign delay. It should be noted CDM was proactive in completing the other ditches comprising the Phase I Slopes such that the Top Gradient Areas could be removed from the process watershed ahead of the OGS south ditch being completed.

Extended Overhead Costs

The delay in delivery of the Phase I Slopes design drawings, the OGS-S Ditch seepage drain redesign, and the Comanco demobilization delay resulted in those areas not being ready for cover soil placement prior to the Gulfstream I borrow pit being depleted. These three delays resulted in a combined total of 186 calendar days of delay to the project schedule.

Comanco Demobilization/Remobilization Cost

The design change resulted in a delay of 25 days in the seepage drain installation schedule. This resulted in Comanco having to demobilize while waiting on Moretrench to complete installation of the redesigned under drains, a total delay of 84 days. CDM incurred costs for the demobilization and remobilization of Comanco crews due to this delay.



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Phase II Slope Closure Delay

The Phase II Slope closure consisted of the closure of the exterior side slopes of the NGS-S and the NGS-N North slope, installation of a seepage drain and lined ditches at the base of the exterior slopes and construction of a lined stormwater pond on the north side of the stack system. The contract specifies that the "Issued for Construction" design drawings be provided for the Phase II Slope closures by November 1, 2005. CDM did not receive the design drawings until December 23, 2005, a 52 calendar day delay. It should be noted that failure of Ardaman to supply the design drawings in accordance with the contract was a concurrent delay with the Gulfstream II soil analysis delay.

Extended Overhead Costs

CDM has incurred additional overhead costs on the project due to the delays described above. The Phase II Slope closures were originally scheduled to be performed concurrently with the SCP closure work. The 52 calendar day delay in the delivery of the design drawings for the work pushed the Phase II Slope closure work out and reduced the amount of concurrency in the schedule. CDM has compared the effect on the schedule and is requesting compensation for a portion of our overhead costs during the 52 calendar day delay period.

Additional Water Treatment Costs

The costs associated with the treatment of additional process water are discussed in the third part of this REA.

Phase II Ditch Cleaning Additional Work

CDM was required to remove accumulated gypsum from the stormwater ditches around the stack system because the cover soil was unavailable to cover the previously lined stormwater ditches and exposed gypsum areas above the liner. During the delay period rainwater caused gypsum to erode down the slopes and into the ditches. Per the FDEP's direction, this eroded gypsum was removed from the stormwater ditches prior to soil cover placement.

NCP Closure Schedule Delay

CDM's original schedule planned the NCP work to begin on April 9, 2007. This work was to have a 180 day duration and be scheduled to be completed by December 14, 2007. The Post award negotiated terms include a discussion on the possibility of delaying the



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closure of the NCP until years 4 or 5 of the contract. CDM has basically been forced to postpone the closure of the NCP due to the delays on the project which has resulted in the treatment of process water volumes much greater than anticipated. CDM at this point is still relying upon the NCP for the deposition of treatment sludges and use of the NCP also for spray evaporation. The FDEP and HRK have also benefited from this delay in the closure of the NCP. HRK was able to utilize the NCP for the disposal of the plant scale material during the process of demolishing the existing chemical plant at the site. By using the NCP the FDEP avoided the costs associated with the reclosure of the relief ditch which was the originally planned area for the disposal of the plant scale. This results in a savings to the FDEP of \$1,413,000.00 from the CDM contract and certainly a savings in the engineering and design costs on the project also.

NCP Seepage Drain Delay

It should be noted the Ardaman Water Balance used to project the estimated volume of water to be treated over the duration of the project anticipated the NCP Seepage Drains to be closed by May 31, 2006. CDM's original schedule had the NCP seepage drain construction starting on September 13, 2006 and completing on January 30, 2007. The liner work associated with the NCP drains was scheduled to be completed by February 23, 2007. CDM has not yet received the design drawings for the NCP seepage drains. Since this area has yet to be closed, this area continues to contribute to the additional process water requiring treatment. Additionally, the cost to install the NCP seepage drains will be much higher due to the shift in the timing of this work from 2006 to 2008 or 2009.

CDM has yet to receive design drawings from Ardaman as of the date of this letter.

CDM will advise upon the total impact of these delays once the design drawings are received and the impacts can be quantified.

Gulfstream II Soil Analysis Delay

Prior to Compass gathering the technical information required for the ERP permit, FDEP required chemical analysis of the soils from the Gulfstream II site which was beyond the scope of the soils testing requirements set forth in the contract specifications. This delay began on September 25, 2005 when the FDEP via email from John Coates requested the additional chemical analysis be performed. The delay ended on January 9, 2006 when the FDEP via email from John Coates approved the use of the soils from Gulfstream II. This contributed a 108 day delay to the permitting process.



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It is important to note the borrow area utilized prior to Gulfstream II being approved, namely Gulfstream I was evaluated using the commercial/industrial direct exposure soil cleanup target levels from Table II of Chapter 62-777. After Gulfstream II was approved by FDEP, the FDEP evaluated the Larkin borrow pit site based on the same criteria as Gulfstream I. Only Gulfstream II was evaluated based on the more stringent leachability to freshwater surface water criteria contained in Table II of Chapter 62-777. Neither the leachability to freshwater surface water criteria standard nor the commercial/industrial direct exposure soil cleanup target level standard was specified in the contract.

During the course of the additional chemical analysis of the soils at Gulfstream II, Compass's ability to deal with Gulfstream, owner of the proposed borrow pit, was significantly hampered in obtaining the permit information because of inaccurate accusations about the quality of the site's soil made directly to Gulfstream by FDEP. This caused Gulfstream to be hesitant in proceeding with the permit application for the Gulfstream II site, which further delayed submission of the ERP permit. Until the chemical analysis issue was resolved on January 9, 2006, Compass could not resume the permit preparation process. It was not until May 2007 that SWFWMD approved the permit, a delay of 15 months to the borrow pit development and the project schedule. This soil analysis delay contributed 108 days to the permit process.

The Phase II Slope Closure work was also delayed by the Gulfstream II soil analysis delay. The actual start date for the Phase II work was March 2006 after agreement was reached on gypsum fill and soil quantities. Of more significance than the start dates for this work, the original contract schedule showed this work being completed on May 31, 2006, with discharge quality runoff six months later, or November 30, 2006. Since cover soil was not available until the Gulfstream II permit was issued in May 2007. The soil placement in the Phase II ditches was completed November 17, 2007. At that time CDM installed a temporary diesel pump to pump any stormwater from the Phase II ditches to the Phase I ditches to effectively remove the Phase II area from the Watershed. The net result of all of the delays to the Phase II slopes was that the area was removed from the watershed 12 months later than originally scheduled.

Gulfstream II Recharge Trench Redesign Delay to Permitting

During the FDEP review of portions of the draft Gulfstream II ERP application, FDEP required design changes to the borrow pit plans to include a recharge trench to minimize the potential movement of contaminated groundwater from the Piney Point site. The permit process was delayed from May 5, 2006 until June 20, 2006 or 46 days. These 46 days was for the time it took to redesign and obtain FDEP concurrence with the recharge



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trench design. The need for FDEP to have Compass redesign borrow pit plans to include a recharge trench contributed an additional 46 days to the permit process.

When you combine the two delays defined above, not including the Ardaman drawing delay, this phase of the project was delayed by a total of 154 days. Compass Environmental has notified CDM that they have incurred additional costs associated with the Gulfstream II delay. The total cost impact requested by Compass Environmental associated with this delay is \$927,200.00 including CDM markup on the Compass Environmental cost. CDM is also requesting an additional cost reimbursement for extended field overhead costs associated with the 46 day delay in the permitting process due to the recharge trench redesign. CDM is not requesting an equitable adjustment for the GSII soil analysis delay due to the fact that there was a concurrent delay associated with the late delivery of the Phase II slope design drawings for which CDM is requesting additional compensation.

Additional Process Water Consumption

The delays resulting from CDM not receiving issued for construction design drawings when required by the contract, the soil analysis of the Gulfstream II borrow pit, additional requirement to add a recharge trench at Gulfstream II, and design changes with the Phase I Slope Closure had a significant impact on CDM's ability to reduce acreage in the process watershed. FDEP officials acknowledged this fact by expressing their concerns at several weekly construction meetings over the course of approximately 10 months. These meeting dates were March 2 and 16, April 6, May 18 and 25, August 8, October 12, and November 22, 2005, and March 29, 2006. These delays affected CDM's ability to remove areas from the process watershed.

The design of the closure had the top gradient areas discharging the collected rainwater into the stormwater ditch system being constructed around the stack and the relief ditch area in the middle of the stack. These ditches were lined with HDPE liner but the design also had an area of exposed phosphogypsum above the liner which was to receive cover soil as part of the closure. These ditches were considered to remain in the process watershed until the cover soil was placed over the phosphogypsum. The delay in cover soil placement resulted in CDM handling and treating additional process water since the areas were not removed from the process watershed as planned in the original CDM schedule.

Two major areas contribute stormwater runoff to the phosphogypsum stack system from areas outside the contract closure limits. These two areas are commonly known as the plant site, and the spray pond areas, comprising a total of approximately 72 acres. These



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areas contribute to the volume of stormwater CDM is required to treat. The Ardaman Water Balance calculations assumed these areas, the closure of which is not in our contract, would be removed from the watershed. The water consumption calculations provided with the ITN and BAFO estimated 1 billion gallons of process water was required to be consumed during the contract period was based on this assumption. The Water Balance under estimated the volume of water to be treated by assuming CDM would be taking those areas out of the watershed. This is an incorrect assumption to use since the closure of plant site areas was not included in our contract with the FDEP.

CDM performed an analysis of the total amount of rainfall that has fallen on the site since construction began. As of March 31, 2008, 3 years into the five year project, over 1.080 billion gallons of rainfall have fallen on the unclosed process watershed of the site. In the ITN, FDEP directed the prospective bidders to include a minimum of 1 billion gallons of process water to treat over the course of the five year project. To date, CDM has consumed approximately 820 million gallons of process water through treatment and offsite discharge or spray evaporation. These volumes of rainwater give CDM reason to believe the Water Balance Model provided to CDM significantly underestimated the volume of process water CDM would have to consume over the course of the contract. This is supported by the fact the recorded rainfall onsite since the project started is lower than that in the water balance calculations that used the average annual rainfall for the area. Further, as recently as September 2007, the Water Balance Model had to be increased by some 60 million gallons to reflect actual conditions found in the field.

CDM has compared the original schedule to the as built schedule and proven the impacts of delay caused by delays in obtaining the Gulfstream II borrow pit permit, and unaccounted for plant and spray pond areas contributing to the watershed. CDM is also of the opinion the Water Balance calculations presented in the ITN and BAFO documents were incorrect. Prior to contract execution, FDEP deducted 50 million gallons from the original total of 1 billion gallons of process water to be treated. The contract volume was further reduced due to rainfall deficits in years 1 and 2 by change order as shown in the following table.



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<u>Year</u>	<u>Change Order No.</u>	<u>Deficit Reduction</u>
1	12	97.690 MGAL
2	19	<u>13.825 MGAL</u>
Total Volume Reduction		110.825 MGAL

Based on reducing the 950,000,000 gallons by 110,825,000 gallons, the current contractual volume is 839,175,000 gallons. CDM will soon exceed this revised contract volume. CDM is obligated by contract to continue to treat process water thru year 5 of the contract, or February 22, 2010. CDM will continue to bill FDEP on a monthly basis for the volume of water treated until our contract is complete.

FDEP has asserted that CDM is liable for liquidated damages under the contract due to the inventory of process water onsite exceeding 50 million gallons at the beginning of the thirty first month of the contract. CDM has disagreed with the FDEP's assertion in written correspondence on December 18, 2007 and January 21, 2008. CDM's position is that the current state of the process water inventory is due to the dredging of the South Cooling Pond which occurred in late 2006 and early 2007. The numerous delays that are discussed above have resulted in CDM having to consuming process water in excess of the originally estimated amounts. The fact that these delays have resulted in additional process water consumption provides further evidence that the CDM isn't liable for the liquidated damages associated with the process water inventory.

Summary of Cost Impacts

The attached Exhibit A presents a summary of the cost impacts of each of the items discussed above.



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In summary, CDM believes that we have executed the closure work completed to date to the satisfaction of the FDEP. We also believe that the work in place is a quality product that CDM, FDEP and Ardaman can be proud of. CDM has not brought forth the financial impact that the bid protest had on CDM and our subcontractors. As discussed above, CDM has been delayed by issues beyond our control several times over the course of this project. CDM has also performed additional work without compensation. We are also continuing to treat process water and, in all likelihood, will exceed the 839 million gallon contract estimate soon. We look forward to meeting with you to discuss successful completion of this project and our request for equitable compensation for unanticipated delays.

Sincerely,
CDM Constructors Inc.

A handwritten signature in blue ink, appearing to read 'Dean Carter'.

Dean Carter
Program Manager

Cc: Richard Slovarp
Kart Vaith
Michael Edgar
Mario Marcaccio
Richard Cantrell - FDEP
John Alden - FDEP



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Exhibit A

Summary of Costs

The following Table presents the cost summary of each of the items discussed above.

DESCRIPTION	TOTAL COST	COMMENTS
Top Gradient Closure Delay	\$ 295,798.00	77 Day Delay @\$7,683 / Day x 50%
Temporary Piping to Divert Around PH I Ditches	\$ 15,234.00	Piping Installation cost to divert water around ditches to outfall 003
Phase I Relief Ditch Cleaning	\$ 40,594.00	Cost incurred to clean ditches due to GS II Delays
Phase I Slope Closure Delay	\$ 295,798.00	77 Day Delay @\$7,683 / Day x 50%
Phase I Slope Closure Seepage Drain Redesign	\$ 682,081.00	Comanco Additional Mobilization Costs, 84 Day Schedule Delay for Liner Work.
Phase II Slope Closure Delay	\$ 399,517.00	52 Day Delay @ \$7,683 / Day
Phase II Ditch Cleaning	\$ 218,787.00	Cost incurred to clean ditches due to GS II Delays
NCP Closure Schedule Delay		April 2008 no design issued at this time
NCP Seepage Drain Delay		March 2007 through March 2008 Delay ongoing
Gulfstream II Soil Analysis Delay	\$ 927,200.00	Compass Delay Cost, CDM Cost impacts are reflected in other items through Add'l water treatment and indirect costs
Gulfstream II Recharge Trench Delay to Permitting	\$ 88,534.00	Compass impact in item above, CDM delay of 46 Days for indirect costs
Additional Process Water Consumption	\$ 2,121,703.00	Additional Treatment Volume due to Watershed Closure Delays 198 Million Gallons Additional at \$ 10.70 / 1000 Gallons
Other	\$ 81,601.00	Claim Prep Cost
Total Cost	\$ 5,166,666.00*	

* The final cost may change depending on the timing and resulting impact cost of the North Cooling Pond closure work.

**ATTACHMENT C
PAYMENT AND DELIVERABLE SCHEDULE**

DESCRIPTION		Fixed-Price	Lump Sum Unit Rate	APPROVAL PERIOD ⁽⁵⁾	DELIVERABLES	PAYMENT BASIS ⁽⁸⁾
A. OPERATION AND MAINTENANCE						
OPERATION AND MAINTENANCE, Years 1-2		\$6,552,794	NA		Operation and Maintenance activities are to be reported in the "Piney Point Operation and Maintenance Status Report" (Monthly Status Report) to be submitted with the monthly Operation and Maintenance Invoices. The format for the Monthly Status Report shall provide sufficient detail and summary information for the Department Contract Manager to determine the extent to which contract requirements are being met. The specific format will be mutually agreed upon by the Contractor and the Department.	Monthly invoice line items shall be provided as follows: 1. During the first contract month only for Operation & Maintenance (O&M), an invoice line item shall include the price for "O&M Activities and Mobilization" based on the agreed upon lump sum allocation of \$ 375,000. 2. During the second month, and on a monthly basis thereafter, the lump sum O&M amounts shall be invoiced as "Site Operation & Maintenance Activities" based on the agreed upon O&M Monthly Lump Sum Allocation Values shown below for this Scope of Services. The invoice line item should reference the corresponding year and month for services. O&M Monthly Lump Sum Allocation Values, not to exceed: - Contract Year 1, Months 2-12 shall be \$ 268,600 / month - Contract Year 2, Months 1-12 shall be \$ 268,600 / month - Contract Year 3, Months 1-12 shall be \$ 149,950 / month - Contract Year 4, Months 1-12 shall be \$ 100,000 / month - Contract Year 5, Months 1-12 shall be \$ 79,939 / month Retainage: None, unless otherwise specified in Change Order after contract execution. 3. Per Change Order SP644-007, a one-time lump sum amount of \$ 16,884 may be added to an O&M monthly invoice to reimburse agreed upon costs for the unexpected cleanup of oil contaminated water and soil materials following leakage of oil from the abandoned ball mill lube oil tank that was located in the vicinity of the process water pumps in the phosphoric acid plant on July 25, 2005.
OPERATION AND MAINTENANCE, Years 3-5⁽¹²⁾		\$3,956,751	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.	
	February 7, 2006 OGS-S Subgrade and Liner Repair	\$1,660			Copy of related invoices, and identification of costs for personnel and equipment used to repair the subgrade and liner on February 7, 2006, as submitted for Change Order SP644-016.	
	October 2006 maintenance and liner repair work needed to support temporary piezoemter installation through the OGS-S lined ditch.	\$1,784			Copy of related invoices, and identification of costs for personnel and equipment used to support temporary piezoemter installation and repair of the liner following removal on October 3-4, 2006, as submitted for Change Order SP644-017.	
	Additional NCP Storage Capacity for lime treatment sludge disposal, to be constructed in accordance with the Engineer's drawings and specifications.	\$258,700			Copy of invoices for completed subcontract maintenance work needed for partial payments, as specified by Change Order SP644-018.	

Task A, Total Lump Sum: \$10,788,573

DESCRIPTION		Fixed-Price	Lump Sum Unit Rate	APPROVAL PERIOD ⁽⁵⁾	DELIVERABLES	PAYMENT BASIS ⁽⁸⁾
B. PROCESS WATER CONSUMPTION						
B1	Years 1-2, Up to 712.5 MGal Consumption ^{(10), (13)} Years 3-5, Greater than 712.5 MGal Consumption up to 950 MGal Consumption Water consumption shall continue under contract terms for process water consumption; however, volumes greater than 950 MGal are not billable beyond the lump sum amount, except as specified for Tasks B2 and B3. At the end of Years 1-2 from the effective start date for this task, any remaining lump sum balance of the Years 1-2 fixed-price, if any, will be paid upon satisfactory completion of Years 1-2 process water consumption tasks as outlined in this contract. At the end of Years 3-5 from the effective start date for this task, any remaining lump sum balance of the Years 3-5 fixed-price, if any, will be paid upon satisfactory completion of Years 3-5 process water consumption tasks as outlined in this contract.	\$ 6,878,414 \$ 2,021,268 \$ 0.00	\$ 10.70 / 1,000 gal. \$ 8.51 / 1,000 gal. \$ 0.00 / 1,000 gal.		Weekly Water Report spreadsheet including, but not limited to: - daily rainfall, pond water levels, and water volumes for each consumption method (i.e., Double-lime, RO, Spray Evaporation, or Spray Irrigation), - daily measured ammonia nitrogen and estimated total nitrogen concentrations at Outfall 003, - calculated daily total discharge load in lbs. for total nitrogen and ammonia nitrogen at Outfall 003, and - the total discharge volume at Outfall 003, the 15-day rolling average and 30-day rolling average ammonia nitrogen and total nitrogen load (in lbs.) at Outfall 003. The Weekly Water Report shall reflect the weekly period from Tuesday - Monday of a given week and be submitted to the Department within 48 hours of the end of the weekly period. The content and format for the Weekly Water Report shall be as agreed upon by the Department Contract Manager.	Monthly Invoice line items shall be provided as follows: 1. Each monthly invoice shall specify the total water consumption for each day in the period based on: - measured water consumption volumes (by final disposal / discharge method) for double lime, RO permeate, and/or spray irrigation discharges in accordance with Note ⁽¹⁾, and - spray evaporation consumption based on the reported Operation Factor for the period, and the agreed upon monthly adjusted baseline evaporative loss design rates in Note ⁽²⁾, corresponding to each Department approved spray evaporation system. Retainage: None, unless otherwise specified in Change Order after contract execution.
	Spray Evaporation Consumption Adjustment	See B1	See B1			2. An additional invoice line item shall be added to reflect any invoiced amount or credit to be applied for an anticipated semi-annual "Spray Evaporation Consumption Adjustment" that will be determined based on semi-annual water balance modeling results provided by the Engineer. The water balance modeling results, or an alternative method proposed by the Engineer where mutually agreed upon, will be used to determine the spray evaporation consumption taking into consideration the measured or estimated water inputs/outputs and changes in water inventory.
B1a	Additional Allowance of up to 90 MGal Consumption, at a lump sum rate of \$8.51/1000 gallons		\$ 8.51 / 1,000 gal.			2.a An additional invoice line item shall be added to reflect any invoiced amount for additional consumption and costs greater than provided for under Task B1 above. This invoice line item shall reflect, "Additional Process Water Consumption." Such additional process water consumption shall be monitored and reported under the same deliverable requirements as specified for Task B1.
B2	Year 1, Additional 10.6 MGal / inch rainfall above 55 inches Year 2, Additional 7.1 MGal / inch rainfall above 55 inches Year 3, Additional 4.1 MGal / inch rainfall above 55 inches. ⁽¹⁶⁾	NA	\$ 12.40 / 1,000 gal. \$ 13.02 / 1,000 gal. \$ 14.66 / 1,000 gal.			3. Pursuant to the Contract terms, an additional invoice line item shall be added at the end of Years 1, 2, and 3 to reflect any additional "Contract Allowance for Rainfall greater than 55 inches/year."
B3	Year 1, Debited 10.6 MGal / inch rainfall less than 50 inches Year 2, Debited 7.1 MGal / inch rainfall less than 50 inches Year 3, Debited 4.1 MGal / inch rainfall less than 50 inches. ⁽¹⁶⁾	NA	\$ 5.63 / 1,000 gal. \$ 5.63 / 1,000 gal. \$ 1.66 / 1,000 gal.			4. Pursuant to the Contract terms, an additional invoice line item shall be added at the end of Years 1, 2, and 3 to reflect any "Contract Deduction for Rainfall less than 50 inches/year."
B4	Years 1-2, Allowance for variation in drainable pore water volume and rate Years 3-5, Allowance for variation in drainable pore water volume and rate	\$211,500 \$70,500	NA NA			5. A monthly invoice line item shall include a uniformly allocated "Pore Water Allowance" cost based on the lump sum amount for the indicated period. Accordingly, Years 1-2 shall be invoiced for a total not to exceed \$211,500, or \$8,812.50 / month and Years 3-5 shall be invoiced for a total not to exceed \$70,500, or \$1,985.34 / month.

Task B, Total Lump Sum: \$9,947,582 ⁽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)	\$3,927,579	⁽⁴⁾	10		
	PHASE III - NGS-S COMPARTMENT					
C2a	NGS-S Reservoir (2005)	\$4,207,640	⁽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)	\$861,730	⁽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⁾.	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.
C2c	OGS Cap Areas (2005)	\$985,362	⁽⁴⁾	10		
C2d	NGS-N Relief Ditch (2005)	\$1,022,065	⁽⁴⁾	10		
C2e	Re-Closure of NGS-N Relief Ditch if Used for Disposal of Plant Scale (at FDEP's Option)	\$0	⁽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	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.
C3a	Phase I Slopes - OGS (2005)	\$3,215,188	⁽⁴⁾	10		
C3b	Phase II Slopes - NGS (2006)	\$3,315,797	⁽⁴⁾	10		
	COOLING/SLUDGE PONDS & DITCHES					
C4a	NCP Closure	\$5,429,325	⁽⁴⁾	10		
C4b	SCP Closure	\$10,741,727	⁽⁴⁾	10		
C5	Gypsum Fill Management	\$305,877	⁽⁴⁾	10		
C6	Mecellaneous Plant Site Closures	\$ 4,452,584	⁽⁴⁾	10		

Task C, Total Lump Sum: \$ 38,464,874

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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) (See Note 15)	\$0	\$ 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, SP644-009 and SP644-021, the Average Net Spray Water Consumption rates are shown below for areas SE-3, SE-4, SE-7, SE-10, and SE-10A, 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

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 and SE-10A, Spray Evaporation System additions in vicinity of 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)	SE-10A Average Net Spray Consumption for 316 nozzles (MGD)
Jan	0.0777	0.0210	0.0292	0.0111	0.0121
Feb	0.0821	0.0222	0.0309	0.0117	0.0127
Mar	0.1215	0.0329	0.0457	0.0174	0.0189
Apr	0.1698	0.0459	0.0639	0.0243	0.0264
May	0.1961	0.0530	0.0737	0.0280	0.0305
Jun	0.1920	0.0519	0.0722	0.0274	0.0298
Jul	0.1786	0.0482	0.0672	0.0255	0.0277
Aug	0.1638	0.0443	0.0616	0.0234	0.0255
Sep	0.1416	0.0382	0.0532	0.0202	0.0220
Oct	0.1075	0.0291	0.0404	0.0154	0.0167
Nov	0.0774	0.0210	0.0291	0.0110	0.0120
Dec	0.0733	0.0198	0.0276	0.0104	0.0114

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.
- ⁽¹²⁾ In accordance with Change Order SP644-019, the lump sum for Operation and Maintenance for Years 3-5 was decreased from \$3,958,663 to \$3,956,751 to account for services provided by Ardaman and Associates to repair and redevelop monitoring well MW-9 following damage during CDM's construction activities on March 15, 2007. The Contractor shall reflect the amount of this cost decrease in the subsequent Operation and Maintenance invoice following the issuance of Change Order SP644-019.
- ⁽¹³⁾ In accordance with Change Order SP644-019, the Year 1-2 lump sum amount for water consumption was decreased from \$6,971,211 to 6,878,414 based on the Year 2 rainfall deficit, and the 30-day rolling average ammonia-nitrogen treatment compensation adjustments. The Contractor may elect to account for this Year 2 adjustment through credits, applied fully as available, on subsequent water consumption invoices following the issuance of Change Order SP644-019.
- ⁽¹⁴⁾ In accordance with Change Order SP644-021, invoices for Task C4a may include a percent complete and corresponding lump sum allocation reflecting stored 2-ft diameter HDPE pipe material to be used during the installation of drainage or similar conveyances 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 do or will conform to that to be specified for the task.
- ⁽¹⁵⁾ In accordance with Change Order SP644-021, the lump sum cost for the transport of plant scale to the stack is being removed from the Contract since performance of this task under this contract is no longer necessary.
- ⁽¹⁶⁾ In accordance with the August 5, 2008 Dispute Resolution Agreement - Part 2, CDM Claims for Additional Costs, the Year 3 provisions for rainfall adjustments under Task B, items B2 and B3, are eliminated from the terms and conditions of the Contract.

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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	Totals
C1	ITEM C1. RESERVOIR SLOPE COVER (All 4 Ponds)						
	Soil Cover (NGS-N, OGS-S & OGS-N Lined Slopes, see Note 64)	cy 270,000	0	\$ -	\$ 12.41	\$ 12.41	
	Soil Cover MODS (OGS-S already placed, see Note 64)	cy	59,312	\$ 735,908	\$ 12.41		
	Soil Cover MODS (NGS-N, OGS-S & OGS-N, see Note 65)	cy	29,000	\$ 704,990	\$ 24.31		
	Soil Cover (NGS-N, OGS-S & OGS-N Crest, see Note 66)	cy	18,570	\$ 451,437	\$ 24.31	\$ 12.41	
	Soil Cover (NGS-S Lined Slopes - From C2, see Note 64)	cy 130,000	0	\$ -	\$ 11.29	\$ 11.29	
	Soil Cover MODS (NGS-S, see Note 64)	cy	12,500	\$ 303,875	\$ 24.31		
	Soil Cover (NGS-S Crest - NGS-S east/south, see Note 65)	cy	5,445	\$ 132,368	\$ 24.31		
	80-Mil HDPE Liner (Crest Roads, see Note 56)	sf 175,000	317,730	\$ 217,872	\$ 0.69	\$ 0.69	
	Drain Composite (All 4 Ponds, see Note 67)	sy 85,000	60,610	\$ 581,856	\$ 9.60	\$ 9.60	
	Drain Composite (Crest All 4 Ponds, see Note 68)	sy	24,390	\$ 422,191	\$ 17.31	\$ 9.60	
	Sodding NGS-N & OGS-N Slope Cover (see Note 45)	ac 40	0	\$ -	\$ 8,792.50	\$ 8,792.50	
	Sodding OGS-S Slope Cover (see Note 45 and 69)	ac	6.7	\$ 134,814	\$ 20,121.47	\$ 8,792.50	
	Sodding NGS-S Slope Cover (From C2)	ac 18	0	\$ -	\$ 8,794.44	\$ 8,794.44	
	Seed or Sod (Soil Crest Cover, see Note 46 and 69)	ac 4	3.5	\$ 18,465	\$ 5,275.84	\$ 2,350.00	
	Modification of the NGS-N sprayfield (See Note 62)	lump	lump	\$ 66,781	-	-	
	Other Ancillary (See Notes 16 and 17)	lump	lump	\$ 157,022	-	-	
							TOTAL ITEM C1
							\$ 3,927,579
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 and Note 33)	sf 3,000,000	3,000,000	\$ 2,200,476	\$ 0.733	\$ 0.68	
	Soil Cover (OGS-N East Dike Crest, see Note 146)	cy 3,000	3,000	\$ 72,930	\$ 24.31	\$ 11.29	
	Seed or Sod (NGS-S Crest Roads, see Note 47 and 69)	ac 1	5.9	\$ 31,127	\$ 5,275.84	\$ 2,341.67	
	Outlet Structure	lump	lump	\$ 10,000	-	-	
	NGS-S Reservoir - Soil Cover Mobilization (see Note 6)	lump	lump	\$ 3,083	-	-	
	Other Ancillary	lump	lump	\$ 342,349	-	-	
							Total Task C2a
							\$ 4,207,640
	(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 (see Note 48)	ac 10.5	8.4	\$ 19,670	\$ 2,341.67	\$ 2,341.67	
	Outlet Structure	lump	lump	\$ 10,000	-	-	
	NGS-S Cap Area Soil Cover Mobilization (see Note 6)	lump	lump	\$ 38,771	-	-	
	Construction Management - Drawing Delivery (see Note 73)	lump	lump	\$ 23,689	-	-	
	Other Ancillary (see Note 34)	lump	lump	\$ 47,593	-	-	
							Total Task C2b
							\$ 861,730
	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 (see Note 48)	ac 7.5	9.9	\$ 23,183	\$ 2,341.67	\$ 2,341.67	
	Outlet Structures (2)	lump	lump	\$ 6,000	-	-	
	OGS Cap Areas Soil Cover Mobilization (see Note 6)	lump	lump	\$ 34,942	-	-	
	Construction Management - Drawing Delivery (see Note 73)	lump	lump	\$ 23,689	-	-	
	Other Ancillary (see Note 35)	lump	lump	\$ 101,654	-	-	
							Total Task C2c
							\$ 985,362
	Task C2d. NGS-N Relief Ditch (2005)						
	Gypsum Fill (see Notes 14 and 39)	cy 5,000	37,860	\$ 226,122	\$ 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, see Note 47 and 69)	ac 5	8.1	\$ 120,334	\$ 14,856.00	\$ 2,341.67	
	Amended Gypsum Grassing (From C3, see Note 49)	ac 10	6.6	\$ 43,980	\$ 6,663.64	\$ 6,663.64	
	Outlet Structure	lump	lump	\$ 3,000	-	-	
	NGS-N Relief Ditch Soil Cover Mobilization (see Note 6)	lump	lump	\$ 23,204	-	-	
	Construction Management - Drawing Delivery (see Note 73)	lump	lump	\$ 23,690	-	-	
	Other Ancillary (see Note 36)	lump	lump	\$ 144,059	-	-	
							Total Task C2d
							\$ 1,022,065
	Task C2e. Re-Closure of NGS-N Relief Ditch if Used for Disposal of Plant Scale (at FDEP's Option - see Note 63)						
	60-Mil HDPE Liner	sf 500,000	500,000	\$ -	\$ -	\$ 0.47	
	Soil Cover	cy 50,000	50,000	\$ -	\$ -	\$ 10.62	
	Sodding	ac 12	12	\$ -	\$ -	\$ 8,750.00	
	Outlet Structure Modification	lump	lump	\$ -	\$ -	-	
	Gypsum Fill (Encapsulate Scale)	cy 75,000	75,000	\$ -	\$ -	\$ 3.64	
	Gypsum Borrow Area Work					-	
	Remove & Restore Soil Cover	cy 25,000	25,000	\$ -	\$ -	\$ 3.74	
	Remove & Replace 40-Mil Liner	sf 350,000	350,000	\$ -	\$ -	\$ 0.40	
	Restore Grass (Seed or Sod)	ac 8	8	\$ -	\$ -	\$ 2,300.00	
	Other Ancillary	lump	lump	\$ -	\$ -	-	
							Total Task C2e
							\$ -
							TOTAL ITEM C2
							\$ 7,076,797.00
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, Phase I, Part 1 (see Note 72)	lf 5,500	2,340	\$ 269,972	\$ 115.37	\$ 115.37	
	Drains, Phase I, Part 2 (see Note 72)	lf	3,270	\$ 608,013	\$ 185.94		
	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, see Note 50)	ac 3	4.3	\$ 10,078	\$ 2,343.75	\$ 2,343.75	
	Sodding (Runoff Ditches, see Note 50)	ac 13	13.4	\$ 117,779	\$ 8,789.47	\$ 8,789.47	
	Amended Gypsum Grassing (see Note 50)	ac 23	19.3	\$ 128,608	\$ 6,663.64	\$ 6,663.64	
	Additional Panel Drains - OGS (see Note 30)						
	OGS Slope Pond and OGS-N Cap Area	lump	lump	\$ 21,941			
	Phase I (OGS) Ditches	lump	lump	\$ 10,749			
	Deepening the OGS-S South slope seepage drain (see Note 32)	lump	lump	\$ 90,000	-	-	
	Slurry Wall Installation - OGS/Buckeye Road (See Note 60)	lump	lump	\$ 333,169	-	-	
	Regrading - west slope of the NGS-N (See Note 38)	lump	lump	\$ 2,487	-	-	
	Construction Management - Drawing Delivery (see Note 74)	lump	lump	\$ 71,068			
	Construction Related Piping and Water Mgt. (See Note 75)	lump	lump	\$ 18,234			
	Mobilization - Liner Subcontractor (see Note 76)	lump	lump	\$ 40,000			
	Other Ancillary (see Note 37)	lump	lump	\$ 200,586	-	-	
							Total Task C3a
							\$ 3,215,188

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	Totals
	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	\$ 0.80341	\$ 0.69	
	60-Mil HDPE Liner (Stormwater Pond) (see Note 19)	sf 570,000	409,250	\$ 231,043	\$ 0.56455	\$ 0.47	
	Drains, Phase II (see Note 72)	lf 7,000	5,140	\$ 593,015	\$ 115.37	\$ 115.37	
	Additional Geocomposite/Install per Drain Design (see Note 53)	lump	lump	\$ 27,737	-	-	
	Additional Drain Installation - NGS-S east slope (see Note 54)	lump	lump	\$ 20,430	-	-	
	Soil Cover (see Note 25)	cy 70,000	81,200	\$ 1,025,860	\$ 12.63	\$ 12.63	
	Soil Grassing						
	Seeding (Stormwater Pond, see Note 51)	ac 13	15.3	\$ 35,859	\$ 2,343.75	\$ 2,343.75	
	Sodding (Runoff Ditches, see Note 51)	ac 6	12.3	\$ 108,111	\$ 8,789.47	\$ 8,789.47	
	Amended Gypsum Grassing (see Note 51)	ac 22	19	\$ 126,609	\$ 6,663.64	\$ 6,663.64	
	Additional Panel Drains - Phase II (NGS) Ditches (see Note 30)	lump	lump	\$ 5,248	-	-	
	Repair NGS-S South Slope Cavities (see Note 31)	lump	lump	\$ 8,373	-	-	
	Other Ancillary	lump	lump	\$ 95,759	-	-	
	Construction Management - Drawing Delivery (see Note 77)	lump	lump	\$ 208,000	-	-	
	Additional Ancillary Stormwater/Phase II Structures (see Note 52)	lump	lump	\$ 86,090	-	-	
							Total Task C3b
							TOTAL ITEM C3
							\$ 3,315,797 \$ 6,530,985.00
C4	ITEM C4. COOLING/SLUDGE PONDS & DITCHES						
	Task C4a. NCP Closure						
	Mobilization, NCP Closure	lump	lump	\$ 346,765			
	Earthwork (Soil)	cy 200,000	64,118	\$ 629,808	\$ 9.82	\$ 6.82	
	Earthwork (Soil) - Quantity at Credit Rate (See Notes 43, 57 and 78)	cy --	133,932	\$ 753,052	\$ 5.62		
	Earthwork (Soil) - Transport to NCP (See Note 78)	sf --	133,932	\$ 262,507	\$ 1.96		
	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	\$ 393,880	\$ 153.86	\$ 114.80	
	Mobilization - Soil Cover Import/Placement (see Note 80)	lump	lump	\$ 50,000			
	Soil Cover	cy 110,000	110,000	\$ 2,150,500	\$ 19.55	\$ 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	
	Closure Related Sludge Management (see Note 70)	lump	lump	\$ 100,000	-	-	
	Other Ancillary	lump	lump	\$ 54,041			
							Total Task C4a
							\$ 5,429,325
	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	\$ 117,242			
							Total Task C4b.1
							\$ 1,113,141.00
	Task C4b.2 SCP-S Phase II and SCP-N Closure						
	Earthwork (Soil) (see Note 42)	cy 25,000	109145	\$ 463,311	\$ 4.24	\$ 6.82	
	80-Mil HDPE Liner (Runoff Ditches) (see Note 18 and 42)	sf 415,000	200000	\$ 160,600	\$ 0.803	\$ 0.69	
	60-Mil HDPE Liner (see Note 42)	sf --	1,008,000	\$ 569,520	\$ 0.5650	\$ 0.40	
	40-Mil HDPE Liner (see Note 20 and 42)	sf 3,200,000	2,374,201	\$ 1,089,758	\$ 0.4590	\$ 0.40	
	Liner Pipe Vents, stormwater basin/ditch (see Note 42)	lump	lump	\$ 8,908		--	
	Geocomposite - dike roads (see Note 42)	lump	lump	\$ 95,040		--	
	Seepage Collection Drains						
	Drains (see Note 44)	lf 6,030	6320	\$ 846,541	\$ 133.95	\$ 114.80	
	24" HDPE Riser Connecting Drain Segments by 003 (Install in drain price) (see Note 42)	lump	lump	\$ 2,813		--	
	48" Seepage Collection Manhole East of PWS (No. 1) Incl. Valves - 12" HDPE SDR 21 Connector Pipe (OGS Drain to No. 1) Detail 31/D6 (see Note 42)	lump	lump	\$ 46,913		--	
	12" HDPE SDR 21 Connector Pipe (No. 2 to Point 6) Detail 31/D6 (see Note 42)	lump	lump	\$ 21,280		--	
	12" HDPE SDR 21 Culvert at 003 Road Crossing Detail 34/D7 (see Note 42)	lump	lump	\$ 11,200		--	
	36" Seepage Collection Manhole East of PWS (No. 2) Detail 31/D6 (see Note 42)	lump	lump	\$ 4,453		--	
	48" Seepage Collection Manhole North of SCP N Detail 40/D6 (see Note 42)	lump	lump	\$ 25,875		--	
	12" HDPE SDR 21 Connector Pipe to 48" Seepage Collection Manhole Detail 40/D6 (see Note 42)	lump	lump	\$ 27,506		--	
	Soil Cover (see Note 58)	cy 290,000	283,230	\$ 3,671,965	\$ 12.96	\$ 13.57	
	Soil Grassing						
	Seeding (Cap Areas and Plant Areas) (See Note 42)	ac 99	105	\$ 246,023	\$ 2,343.08	\$ 2,343.08	
	Sodding (Runoff Ditches Point 16 - 26, ar. Rip Rap (see Note 42)	ac 16	2	\$ 19,349	\$ 9,674.50	\$ 8,795.00	
	SCP Materials Management (see Note 41)	lump	lump	\$ 690,041		--	
	SCP Stockpile Drains and 24-in. Sump (see Note 42)	lump	lump	\$ 110,674		--	
	SCP Stormwater Control Structures (see Note 42)	lump	lump	\$ 54,680		--	
	24-in. Relief Manhole at Process Water Sump (see Note 42)	lump	lump	\$ 16,126		--	
	12-in. HDPE SDR 21 Pipe (Relief Drain MH to No. 1) (see Note 42)	lump	180	\$ 10,080	\$ 56.00	--	
	Remove/Replace Piping, as Needed, Crossing for 003 (see Note 42)	lump	lump	\$ 12,656		--	
	Additional Ancillary, including Basin No. 2 (see Note 42)	lump	lump	\$ 52,250		--	
	Basin 1 to 2 Connection Ancillary, (see Note 55)	lump	lump	\$ 20,354		--	
	Outfall 001 Preparation Ancillary, (see Note 61)	lump	lump	\$ 7,175		--	
	Fill Quantity Adjustment, soft materials, (see Note 71)	lump	86,647	\$ 1,153,701	\$ 13.31	--	
	Other Ancillary (see Note 40)	lump	lump	\$ 184,979			
							Total Task C4b.2
							\$ 9,628,586
							TOTAL ITEM C4
							\$ 16,171,052

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	Totals
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
Task C5b. Phase I Excess Gyp/Soil Stockpiles (See Note 23)							
	Gypsum Stockpiles (1-10) & OGS Ditch Deficiency	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.
							\$ 178,719
ITEM C6. MISCELLANEOUS PLANT SITE CLOSURES							
Task C6a. First 50% Plant Watershed Areas (see Note 59)							
	Soil Fill/Earthwork	cy	--	58,190	\$ 729,121	\$ 12.53	\$ -
	Site Preparation, Water Control, and Survey	lump	--	1	\$ 127,115	\$ 127,115	
	Remove and Replace Sediments in Ditch	cy	--	2,000	\$ 44,660	\$ 22.33	
	Stripping and Topsoil Removal	lump	--	1	\$ 46,456	\$ 46,456	
	Outfall Structures (3)	lump	--	1	\$ 50,487	\$ 50,487	
	Restoration and Grassing	cy	--	1	\$ 64,719	\$ 64,719	
	Infrastructure Modifications (well and well electrical)	lump	--	1	\$ 24,729	\$ 24,729	
	Infrastructure Modifications (FPL electrical dist. lines)	lump	--	1	\$ 5,933	\$ 5,933	
	Field Supervision Cost	lump	--	1	\$ 21,822	\$ 21,822	
	Other Ancillary	lump	--	1	\$ 35,600	\$ 35,600	
							Total Task C6a.
							\$ 1,150,642
Task C6b. Second 50% Plant Watershed Areas (See Note 79)							
	Soil Fill/Earthwork	cy	--	135,000	\$ 2,394,900	\$ 17.74	\$ -
	Site Preparation, Water Control, and Survey	lump	--	1	\$ 179,015		
	Sludge Removal, Aeration Ponds 1 and 2 Miscellaneous	lump	--	1	\$ 229,009		
	Stripping and Topsoil Removal	lump	--	1	\$ 54,841		
	Outfall Structures (2)	lump	--	1	\$ 75,051		
	Hauling Dewatered Sludge (Ponds a-d to NCP)	lump	--	1	\$ 244,126	\$ 244,126	
	Other Ancillary	lump	--	1	\$ 125,000		
							Total Task C6b.
							\$ 3,301,942
							TOTAL ITEM C6
							\$ 4,452,584
ITEM C - CLOSURE CONSTRUCTION TOTAL							\$ 38,464,874
See Notes Below.							
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. - Task C3b, was modified to provide a lump sum cost of \$8,373 for repairs of the NGS-S South Slope solution cavities discovered during in the Phase II slope closures per Change Order SP644-015. - Task C3a, was modified to provide an agreed upon lump sum cost of \$90,000 for deepening of the OGS-S South Slope seepage drain per Change Order SP644-015. - CDM's lump sum price for 80-mil HDPE liner under Task C2a, for the NGS-S reservoir was revised from \$2,222,208 (as previously revised per Change Order SP644-005) to \$2,200,476 to provide a credit of \$21,732 for the Department's costs for the Engineer's professional services that were required in conjunction with liner repair work in the NGS-S compartment per Change Order SP644-015.							

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	Totals
34.	The lump sum cost for Other Ancillary items under Task C2b was modified from \$53,851 to \$47,593 based on Change Order SP644-016 for the Phase I outlet/piping changes.						
35.	The lump sum cost for Other Ancillary items under Task C2c was modified from \$53,114 to \$101,654 based on Change Order SP644-016 for the Phase I outlet/piping changes.						
36.	The lump sum cost for Other Ancillary items under Task C2d was modified from \$39,686 to \$144,059 based on Change Order SP644-016 for the Phase I outlet/piping changes.						
37.	The lump sum cost for Other Ancillary items under Task C3a was modified from \$97,241 to \$200,586 based on Change Order SP644-016 for the Phase I outlet/piping changes.						
38.	Task C3a. was modified to include \$2,487 for the costs necessary to regrade (cut) the existing west slope of the NGS-N compartment to match design grades at the interface with the Phase I storm water ditch in accordance with Ardaman's 1/9/2006 directions per Change Order SP644-016.						
39.	CDM's quantity for Gypsum Fill for the NGS-N Relief Ditch, Task 2d., was revised from 28,100 cy and \$167,855 to 37,860 cy and \$226,122 per Change Order SP644-017.						
40.	Task C4b.2 was modified by Change Order SP644-018 to provide costs for initial invoicing for dredge mobilization, installation of the dredge line, and initial survey/site cleanup, subject to 25% retainage to be released following acceptance by the Engineer of works removing the SCP from the process watershed under Task C4b.2. Pursuant to Change Order SP644-018 the ancillary cost was increased by \$134,500 from \$50,479 to \$184,979.						
41.	Task C4b.2 was modified per the March 19, 2007 Dispute Resolution Agreement - Remaining Cooling Pond Closures to include SCP Material Management costs for relocation of sludge material or fines to the NCP, as needed, to proceed with closure activities in accordance with the SCP Design Drawings. SCP Material Management costs are in addition to those previously provided under Change Order SP644-018 (see Note 40) and are subject to the same retainage release conditions.						
42.	Task quantity and lump sum amount modified per March 19, 2007 Dispute Resolution Agreement - Remaining Cooling Pond Closures						
43.	Earthwork Quantity to be adjusted based on the agreed upon amount realized in the SCP temporary Soil Mix Stockpile per the March 19, 2007 Dispute Resolution Agreement.						
44.	The design quantity and lump sum amount for the SCP drain, under Task C4b.2, was modified from 6,195 lf and \$711,166 to 6,320 lf and \$846,541 per Change Order SP644-019.						
45.	The design quantity amount for the slope cover grassing, under Task C1, was modified from 40 ac (for the NGS-N, OGS-S, and OGS-N) to breakout 6.7 ac as actually placed in the OGS-S reservoir compartment prior to this change order, and 33.3 ac remaining for the NGS-N and OGS-N slopes per Change Order SP644-020.						
46.	The design quantity and lump sum amount for crest road grassing (seed with sod aprons) for all the OGS-S, OGS-N, and NGS-N reservoir compartments, under Task C1, was changed from 4 ac and \$9,400 to 3.5 ac and \$8,225 per Change Order SP644-020.						
47.	The design quantity and lump sum amounts for crest road grassing (previously NGS-S west dike only) for all the NGS-S crest roads and the NGS-N Relief Ditch, under Task C2, was changed from 1 ac and \$2,342 to 5.9 ac and \$13,816 for the NGS crests and from 5 ac and \$11,708 to 8.1 and \$18,967 per Change Order SP644-020.						
48.	The design quantity and lump sum amounts for seed or sod grassing for all the NGS-S and OGS cap areas, under Task C2, were changed from 10.5 ac and \$24,588 to 8.4 ac and \$19,670 for the NGS-S and from 7.5 ac and \$17,563 to 9.9 ac and \$23,183 for the OGS cap areas per Change Order SP644-020.						
49.	The design quantity and lump sum amount for amended gypsum grassing for the NGS-N Relief Ditch/NGS-S south dike slope areas, under Task C2, were changed from 10 ac and \$66,636 to 6.6 ac and \$43,980 per Change Order SP644-020.						
50.	The design quantity and lump sum amounts for grassing for the OGS stormwater ponds, the OGS runoff ditches, and amended gypsum grassing, under Task C3, were changed from 3 ac and \$7,031 to 4.3 ac and \$10,078, from 13 ac and \$114,263 to 13.4 ac and \$117,779, and from 23 ac and \$153,264 to 19.3 ac and \$128,608, respectively, per Change Order SP644-020.						
51.	The design quantity and lump sum amounts for grassing for the NGS stormwater pond, the NGS runoff ditches, and amended gypsum grassing, under Task C3, were changed from 13 ac and \$30,469 to 15.3 ac and \$35,859, from 6 ac and \$52,737 to 12.3 ac and \$108,111, and from 22 ac and \$146,600 to 19.0 ac and \$126,609, respectively, per Change Order SP644-020.						
52.	An additional ancillary lump sum amount was added under Task C3b. for additional structures included in the Phase II slope closure designs, per Change Order SP644-020.						
53.	An additional lump sum amount for Geocomposite materials/installation was added under Task C3b. for the modified Phase II drain design, per Change Order SP644-020.						
54.	An additional lump sum amount was added under Task C3b. based on the Engineer's field modifications and additional length of drain installation south of Station 150+70. along the east slope of the NGS for the Phase II slope closures, per Change Order SP644-020.						
55.	An additional lump sum amount was added under Task C4b.2 for installation of pipe connections between Basin No. 2 and Basin No. 1, per Change Order SP644-020.						
56.	The design quantity and lump sum amount for crest road liner for all four reservoir compartments, under Task C1, was changed from 175,000 sf and \$120,000 to 317,730 sf and \$217,872, per Change Order SP644-020.						
57.	Earthwork quantity (at credit rate) is adjusted from 152,332 to 133,932 cy and the remaining earthwork quantity is increased by a like amount from 45,718 to 64,118 cy based on the amount realized in the SCP temporary Soil Mix Stockpile, per the March 19, 2007 Dispute Resolution Agreement and Change Order SP644-021.						
58.	Soil Cover Lump Sum cost adjusted from \$3,370,390 to \$3,671,965 based on an agreed upon shortage in the expected amount of locally available clean soil cover material of 32,638 cy, where the lump sum cost increase was calculated as 32,638 cy (\$13.57 - 4.33/cy), or an agreed upon increase of \$301,575, per Change Order SP644-021.						
59.	Design quantity and lump sum amounts for the First 50% plant watershed areas closure are being specified to incorporate agreed upon quantities and lump sum costs in Attachment C per the April 30, 2008 Dispute Resolution Agreement - Part 1, CDM Claims for Additional Costs.						
60.	Agreed upon lump sum amount for installation of slurry wall, including all site and fence restoration as needed, to allow CDM to install a remedial drain located south of the OGS Phase I stack drains, for the purpose of collecting seepage to the stack system consistent with Rule 62-673.610(5)(a)4, F.A.C., per Change Order SP644-021.						
61.	Agreed upon lump sum amount for preparation of Outfall 001 to receive and monitor noncontact stormwater runoff from portions of the site consistent with the Engineer's closure plans, per Change Order SP644-021.						
62.	Modification of the NGS-N sprayfield to add pads to protect the reservoir liner per the Engineer's recommendation for continued use where portions of the sprayfield system may be floating on an intermittent basis, per Change Order SP644-021.						
63.	The lump sum cost for the optional reclosure of the NGS-N Relief Ditch, under Task C2e, has been removed from the Contract at the Department's option since performance of this task no longer necessary, per Change Order SP644-021.						
64.	The design quantity and lump sum amount for Soil Cover for the NGS-N, OGS-S & OGS-N, under Task C1, was modified to breakout 59,312 cy for the amount of soil cover previously placed during 2005 and early 2006 for the lined slopes of the OGS-S reservoir, per the April 30, 2008 Dispute Resolution Agreement - Part 1, CDM Claims for Additional Costs						
65.	The design quantities and lump sum amounts for Soil Cover for the Reservoir Modifications (MODS) for the OGS-S, OGS-N, and NGS-S, under Tasks C1 and C2a., was modified to specify the amount of soil cover and the lump sum to complete the reservoir closure modifications, per the April 30, 2008 Dispute Resolution Agreement - Part 1, CDM Claims for Additional Costs.						
66.	The design quantity and lump sum amount for Soil Cover for the NGS-S, under Task C1, was modified to breakout 5,445 cy for the crest road closure from the BAFO quantity of 140,000 cy for the NGS-S lined slopes/crest roads, and the breakout for the OGS-N pond east dike was not adjusted from 3,000 to 2,950 cy per the April 30, 2008 Dispute Resolution Agreement - Part 1, CDM Claims for Additional Costs.						
67.	The design quantity and lump sum amount for Drain Composite for all four reservoir compartments, under Task C1, was modified to specify a revised design quantity of 60,610 sy for the reservoir closure modifications from the original BAFO quantity of 85,000 sy, per the April 30, 2008 Dispute Resolution Agreement - Part 1, CDM Claims for Additional Costs.						
68.	The design quantity and lump sum amount for Drain Composite for the crest road closures, under Task C1, was modified to specify a revised design quantity of 24,390 sy for the reservoir closure modifications from the original BAFO quantity of 85,000 sy, per the April 30, 2008 Dispute Resolution Agreement - Part 1, CDM Claims for Additional Costs.						
69.	The lump sum amounts for sodding the OGS-S slope cover, under Task C1, the lump sum cost for Seed or Sod for the crest roads under Tasks C1 and C2a, and the seed or sod for for the NGS-N Relief Ditch were modified per the April 30, 2008 Dispute Resolution Agreement - Part 1, CDM Claims for Additional Costs.						
70.	Additional lump sum allowance of \$100,000 for Closure Related Sludge Management for disposal of all sludges, fines, and any other materials to be cleaned, removed, or otherwise disposed from the NGS-N reservoir per the August 5, 2008 Dispute Resolution Agreement - Part 2, CDM Claims for Additional Costs. Except for sludges in Aeration Pond 1 and wastes/sludges in Clarifiers 1 and 2 of the Double Lime System, CDM explicitly agrees to be responsible for performing all waste management services identified under the Contract and that CDM will not seek or be granted any additional cost increases for waste management services under the Contract; including any management or disposal costs related to any sludges, fines, or any other process water related wastes, either existing onsite or generated by CDM actions related to this Contract, per the August 5, 2008 Dispute Resolution Agreement - Part 2, CDM Claims for Additional Costs.						
71.	Additional lump sum allowance of \$1,153,701 for fill material adjustment based on management of soft materials and claim for increased fill quantities, per the August 5, 2008 Dispute Resolution Agreement - Part 2, CDM Claims for Additional Costs.						
72.	Adjustment of Phase I and Phase II drain lengths and costs, per the August 5, 2008 Dispute Resolution Agreement - Part 2, CDM Claims for Additional Costs.						
73.	Additional agreed upon lump sum allowance of \$71,068, for contractor construction management costs based on drawing delivery dates, allocated for Tasks C2b, C2c, and C2d, per the August 5, 2008 Dispute Resolution Agreement - Part 2, CDM Claims for Additional Costs.						
74.	Additional agreed upon lump sum allowance of \$71,068, for contractor construction management costs based on drawing delivery dates, for Task C3a, per the August 5, 2008 Dispute Resolution Agreement - Part 2, CDM Claims for Additional Costs.						
75.	Agreed upon lump sum allowance of \$18,234 for construction related piping and water management, per the August 5, 2008 Dispute Resolution Agreement - Part 2, CDM Claims for Additional Costs.						
76.	Agreed upon lump sum allowance of \$40,000 for remobilization of the liner subcontractor during Phase I and concurrent construction activities, per the August 5, 2008 Dispute Resolution Agreement - Part 2, CDM Claims for Additional Costs.						
77.	Additional agreed upon lump sum allowance of \$208,000 for contractor construction management costs based on drawing delivery dates, for Task C3b, per the August 5, 2008 Dispute Resolution Agreement - Part 2, CDM Claims for Additional Costs.						
78.	The lump sum pricing for the amount of materials realized in the SCP temporary Soil Mix Stockpile is adjusted to provide separate lump sum amounts for the stockpile work and the subsequent transportation and placement of the stockpiled materials for the NCP closure task, per the August 5, 2008 Dispute Resolution Agreement - Part 2, CDM Claims for Additional Costs.						
79.	The initial pricing for the Second 50% Plant Watershed Areas is specified, for Task C6b, per the August 5, 2008 Dispute Resolution Agreement - Part 2, CDM Claims for Additional Costs.						
80.	A lump sum cost for mobilization of soil cover importation and placement activities was incorporated in Task C4a, and the quantity and lump sum pricing for soil cover related materials under Task C4a was revised from 103,184 cy and \$1,400,008 to 110,00 cy and \$2,150,500, per the August 5, 2008 Dispute Resolution Agreement - Part 2, CDM Claims for Additional Costs.						