



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

March 19, 2007

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 - Remaining Cooling Pond Closures

Gentlemen:

Reference is hereby made to the provisions and terms of our existing agreement 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, 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.

WHEREAS, CDM has been conducting closure and water consumption operations under the referenced Contract, and has completed construction of the lined process water sump portion of the South Cooling Pond ("SCP") pursuant to the "June 9, 2006, Dispute Resolution Agreement – Process Water Sump Breakout" as executed by the Department on June 13, 2006.;

WHEREAS, the Department and CDM agreed to defer closure work on the remaining portion of the south compartment of the SCP ("SCP-S") until a later time to be mutually agreed upon by the Department and CDM, and CDM subsequently provided its June 12, 2006, correspondence regarding "SCP Closure Plans," included herein as Exhibit 1, stating that, "CDM has determined that the removal of the gypsum fines and sludge from those two areas of the South Cooling Pond would be the best solution for the closure of the remainder of the South Cooling Pond.";

WHEREAS, the Department and CDM have continued discussions to address any unresolved disputes regarding the remaining closure works for the South Cooling Pond and closure works anticipated for the North Cooling Pond, and the Department provided CDM with correspondence on September 12, 2006, regarding "The Issue of Sludge in the SCP---supported by the record," that is included herein as Exhibit 2, conveying the Department's understanding of

relevant information describing the existence of sludge in the SCP that was made available as part of the procurement process leading to the Contract.;

WHEREAS, CDM subsequently provided the Department with a September 27, 2006, letter regarding, "South Cooling Pond Closure Lime Sludge Removal," that is included herein as Exhibit 3;

WHEREAS, the Department and CDM met to review this and other matters related to the Contract on October 9, 2006, and agreed in principal on the need for closure works to proceed in a timely manner and on the general allocation of costs for the remaining closure tasks for the SCP, including Basin No. 2, and the North Cooling Pond ("NCP").;

WHEREAS the third party engineer, Ardaman & Associates, Inc. ("Engineer") has issued revised closure design drawings for the remaining portions of the SCP, Construction Drawings for Gypsum Stack System Closure - South Cooling Pond Closure, Piney Point Phosphates Stack System, Manatee County, Florida, by Ardaman & Associates, Inc., November 30, 2006, ("SCP Design Drawings") and CDM acknowledges it has received and reviewed these drawings.;

WHEREAS, the Department and CDM agree that the scope and cost for the remaining closure work for the SCP and the NCP need to be defined and further specified based on the October 9, 2006 agreements in principal, CDM and the Department agreed to pursue subsequent discussions and have now reached an agreement on the scope and cost breakout for the remaining closure tasks for the SCP, including Basin No. 2, and the NCP under Department Contract SP644; and

WHEREAS, the Department and CDM desire to enter into this agreement to outline corresponding adjustments to Attachment C of the Contract, the Payment and Deliverable Schedule, and to establish this agreed upon change to Attachment C of the Contract pursuant to the Dispute Resolution provisions of paragraph 20 of the Contract.

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 purpose of specifying modifications related to the scope and cost of the referenced portion of the closure work for completing closure of the SCP, for the anticipated closure work for the NCP, and 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; furthermore, the parties acknowledge that this agreement resolves related disputes

regarding the obligations of the Contractor under the Contract for closure of the remainder of the south compartment of the SCP ("SCP-S"), the north compartment of the SCP ("SCP-N"), and adjustments to lump sum costs for the anticipated closure work for the North Cooling Pond ("NCP").

2. Matters Agreed and Resolved. CDM and the Department represent that matters addressed herein have been satisfactorily reviewed and are resolved in accordance with this agreement and the following understandings:

(a) CDM and the Department agree that it is mutually beneficial to proceed in a timely manner with closure construction for the remaining areas of the SCP-S (i.e., SCP-S Phase II) and the SCP-N, including Basin No. 2, and to establish provisions in Attachment C of the Contract for temporarily stockpiling excess local fill materials ("temporary soil mix stockpile"), if any, that may be generated during this work.

(b) CDM and the Department agree that CDM will relocate sludge and like materials, from the SCP to the NCP, for the lump sum amount specified herein so that closure of the remaining areas of the SCP may proceed in accordance with the closure design approach incorporated in the referenced SCP Design Drawings.

(c) CDM and the Department agree that CDM will increase the storage capacity of the NCP, for the lump sum amount specified herein and in conjunction with the closure of the remaining areas of the SCP, so that such increased capacity may be used by CDM for storage of lime-treatment sludge, fines, and other similar materials, whether currently existing onsite or that which is generated by CDM's actions related to this contract. CDM further agrees that, other than provisions hereby incorporated in the Contract, CDM is, subject to the terms and conditions of the Contract, responsible for all costs for managing any waste generated through CDM's treatment or process water consumption activities and that no additional claims will be made regarding any management or disposal costs for process water related wastes existing onsite or generated by CDM's activities at the Site.

3. SCP and NCP Scope and Timing. Each of CDM and the Department agrees that the closure construction for the remaining areas of the South Cooling Pond, and the related closure tasks for the NCP shall be conducted in accordance with design drawings and specification provided elsewhere by the Engineer under the terms and conditions of the Contract, and shall be further defined as follows:

(a) SCP-S Phase II and SCP-N Closure - closure of the remaining portions of the SCP-S and the SCP-N, including relocation of sludge materials or fines to the NCP as needed, and including closure of Basin No. 2 as a lined storm water pond area, in

accordance with the SCP Design Drawings and specifications provided by the Engineer under the terms and conditions of the Contract.,

(b) NCP Storage Capacity Increase – increasing the storage capacity of the NCP by raising the NCP dikes, slurry wall, and outlet structures, and providing related services, as may be needed, in accordance with design drawings and specifications provided by the Engineer under the terms and conditions of the Contract., and

(c) Fill Stockpile – providing for the temporary storage of excess local fill materials, if any, that may be generated during the SCP-S Phase II and SCP-N Closure activities for future use in conjunction with closure of the NCP, or in other closure tasks where agreed upon in writing by the Department. The anticipated quantity for such stockpiled local fill material, if any, shall be specified herein along with the agreed upon unit cost for such stockpiled local fill materials. CDM and the Department agree that corresponding payment basis provisions shall provide for partial payment of a portion of the agreed upon lump sum cost for earthwork as itemized under Task C4a for the NCP Closure, based on the quantity of stockpiled fill materials at the time the materials are satisfactorily placed in the temporary soil mix stockpile in accordance with the SCP Design Drawings and the Engineer's specifications.

The work to be performed is further outlined on Schedule 1, Scope for Remaining Cooling Pond Closures, and Schedule 2, Agreed NCP Closure Cost Provisions, which are attached and hereby incorporated by reference. Construction activity under the SCP-S Phase II tasks has commenced during 2006 and is expected to continue without unnecessary stoppage until completed. The Department and CDM acknowledge that CDM has begun operations necessary to relocate sludge and fines from the SCP, as needed, during December 2006. Each of the Department and CDM agrees that the timing for CDM's commencement of any SCP-S Phase II, SCP-N, or Basin No. 2 related construction activities shall not contribute to any claims for additional costs for either closure or process water consumption tasks under the Contract.

4. Payment and Deliverable Schedule Modifications. Each of CDM and the Department hereby agrees as follows:

(a) Costs associated with SCP-S Phase II and SCP-N closure activities, including Basin No. 2, shall be incorporated in Attachment C, Payment and Deliverable Schedule under the Contract based on the agreed upon quantities and total lump sum cost shown on Schedule 1 in this agreement.;

(b) Costs and payment provisions for stockpiling local fill materials in the temporary soil mix stockpile shall be based on anticipated excess fill quantity expected from the SCP-S Phase II and SCP-N closure activities, including Basin No. 2, and shall be separately specified on Attachment C, Payment and Deliverable Schedule under the Contract. The quantity

of local fill material incorporated therein by this agreement shall be subject to revision by a Change Order under paragraph 34 of the Contract, based on the unit prices specified herein, only where the actual stockpile quantity, once known and further agreed upon by CDM and the Department, is greater than or less than the quantity specified on Attachment C of the Contract by more than 5%.

(c) Costs for increasing the storage capacity of the NCP and for revised closure costs for closure of the NCP shall be incorporated in Attachment C, Payment and Deliverable Schedule, under the Contract based on the agreed upon total lump sum cost shown on Schedule 2 in this agreement. In accordance with paragraph 34 of the Contract, closure construction quantities for the NCP, under Task C4a. of the Payment and Deliverable Schedule, remain subject to revision based on detailed design drawings to be issued by the Engineer.; and

(d) 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 included herein.

5. 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. 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

March 28, 2007
Date

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

3/22/2007
Date

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

Acknowledged and Accepted:

CDM Constructors Inc.

3/21/07
Date

By: [Signature]
Vice President, CDM Constructors Inc.

List of Attachments/Exhibits Included herein:

<u>Reference</u>	<u>Title/Description of Document</u>	<u>Number of Pages</u>
Exhibit 1	CDM's June 12, 2006, correspondence regarding, "SCP Closure Plans"	1
Exhibit 2	Department's September 12, 2006, correspondence regarding, "The Issue of Sludge in the SCP---supported by the record"	3
Exhibit 3	CDM's September 27, 2006, letter regarding, "South Cooling Pond Closure Lime Sludge Removal"	8
Schedule 1	Costs associated with SCP-S Phase II and SCP-N Closure Activities	3

Richard Slovarp and Dean Carter

March 19, 2007

Page 7 of 7

Schedule 2	Agreed NCP Closure Cost Provisions	1
Attachment C	Attachment C, Payment and Deliverable	8
	Schedule under the Department Contract Number	
	SP644, as modified by agreement herein	

cc: Phil Coram
Jon Alden
Gwenn Godfrey
DEP Contracts Disbursements Section - 2 copies
Nadim Fuleihan, Ardaman
Michael Edgar, CDM

Coates, John

From: Carter, Dean [CarterDE@cdm.com]
Sent: Monday, June 12, 2006 12:13 PM
To: Coates, John
Cc: Fuleihan, N (Priority); RWerner@ardaman.com; Solters, Stephen; Cruz, Michael; Edgar, Michael
Subject: SCP Closure Plans

John,
CDM has reviewed the plans and approach for the closure of the remainder of the South Compartment of the South Cooling Pond and the North Compartment of the South Cooling Pond. CDM has determined that the removal of the gypsum fines and sludge from those two areas of the South Cooling Pond would be the best solution for the closure of the remainder of the South Cooling Pond. Additionally, the sludge located in the partition area between the north and south compartments would be left in place in the portion of the partition area north of the Process Water Sump currently under construction. The area of sludge in the partition west of the Process Water Sump would be removed and deposited in the North Cooling Pond. A portion of the gypsum fines from the South Compartment would be placed in the partition area and used as fill material under the liner for the closure of that section of the partition area. The sludge from the North Compartment and the remainder of the gypsum fines from the South Compartment would be placed in the North Cooling Pond. If you have any questions feel free to contact me.

Thanks
Dean

Dean Carter
CDM Constructors Inc.
2301 Maitland Center Parkway, Suite 300
Maitland, FL 32751
Direct Line 407-660-6423
Fax 407-660-8912
Cell 321-436-3920

Coates, John

From: Coates, John
Sent: Tuesday, September 12, 2006 5:42 PM
To: Dean Carter (CarterDE@cdm.com); Michael Edgar (edgarmh@cdm.com); Dick Slovarp (Dick Slovarp)
Cc: Coram, Phil; Cantrell, Richard; Alden, Jonathan; Nadim Fuleihan (NFULEIHAN@ardaman.com); Rob Werner (RWerner@ardaman.com)
Subject: FW: The Issue of Sludge in the SCP---supported by the record

Dean, Mick, and Dick,

I appreciate the perspective shared by CDM regarding the information that was available to identify the existence of sludge in the South Cooling Pond. As part of my past discussions and review of this matter, the Department has always maintained a firm belief that all ITN/BAFO respondents were fully informed of the presence of sludge in the South Cooling Pond. As a follow-up to the discussions from last Friday's meeting, Ardaman has prepared the below summary of relevant information and statements that were provided as part of the ITN and BAFO process leading to our contract.

If CDM feels that any of the below summary does not fairly represent information that was available or responses provided by CDM, please let me know. I look forward to working with CDM to reach an equitable resolution, for the remaining cooling pond closure construction, that allows this work to progress in a successful manner as envisioned under the terms of our contract.

I understand that CDM will be using this week to follow-up on last Friday's discussions and will be reviewing your plans, options, and costs related to this work. Along these lines, I am expecting that Dean and I will resume the discussions on the remaining closure work on Monday, September 18. In the meantime, please let me know if there are questions on our understanding of the below summarized information related to the existence of sludge in the south cooling pond.

Sincerely,

John

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

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

From: Fuleihan, N (Priority) [mailto:NFuleihan@ardaman.com]
Sent: Monday, September 11, 2006 2:28 PM
To: Coates, John; Coram, Phil; Cantrell, Richard
Cc: Werner, Rob
Subject: The Issue of Sludge in the SCP---supported by the record

John,

As a follow-up to the September 8, 2006 Principal's Meeting in Tallahassee, I am providing the following information from the record regarding the sludge issue in the South Cooling Pond (SCP), i.e., whether or not the BAFO instructions advised the bidders about the presence of lime treatment sludges in the SCP. I am

12/27/2006

providing this information at this time because CDM's position at the meeting, i.e., that they were not aware that the SCP contained any sludge, is not supported by the record. CDM apparently did not include any allowance for sludge removal in their lump sum bid, so it may be in the best interest of the Department to reach a fair financial resolution with CDM that would allow the project to move forward ASAP. Both CDM and the Department may wish to consider the following factual information in attempting to negotiate a mutually satisfactory resolution agreeable to both parties.

The Solicitation "Background Information" section and Drawings 10 & 11 provided bidders with the following two alternative designs:

- (a) Either excavate (e.g., dredge) the sludge from the SCP and dispose of it in the North Cooling Pond (NCP), resulting in significantly reduced earthwork fill quantities because there would no longer be a need to cover the sludge with a 2-foot minimum soil cover; or
- (b) Cover the sludge in the SCP with a minimum of 2 feet of soil placed at a 2% grade and with reinforcing fabric, as needed to hopefully limit the thickness of soil to the specified minimum. If the contractor elected to forego placement of the reinforcing fabric, significantly larger quantities of borrow soil would then likely be required. Note that because of the specified 2-foot minimum thickness and 2% grade wherever sludge is present, the average thickness of soil placed over the sludge is expected to be greater than 2 feet even if reinforcing fabric is used.

The shortened version of the scope of work included in Attachment A to the Contract mentioned that closure of the SCP "will likely involve grading of the outer dikes, desiccation of the sludge surface, and gradually placing soil (with reinforcement) using light equipment to minimize mudwaving of the sludge..."

The BAFO instructions did not prescribe a specific design amongst the two alternatives because the quantity of sludge produced is highly dependent on the water treatment method selected by the bidder and, hence, it would not have been prudent to quantify the quantity of sludge to be dredged or to determine *a priori* if sufficient volume would be available in the NCP to store the dredged material. The BAFO, therefore, left the choice amongst the two alternatives to the Contractor (as this was a lump sum bid).

Please find below a summary of relevant items from the record (with **emphasis** added by me):

1. The main body of the solicitation (Attachment C, Page 4 of 5) and the Contract (Attachment A, Page 7 of 9) state: "Closure of the **cooling ponds and sludge ponds which contain varying amounts of lime treatment sludge** will likely involve grading of the outer dikes, desiccation of the sludge surface, gradually placing soil (with reinforcement) using light equipment to minimize mudwaving of the sludge, and...."
2. ITN Figure 3 is an older 2002 topo that clearly **identifies the beach deposit along the north wall of the SCP as "Lime Sludge"**. A February 23, 2004 post-dredging aerial photograph included with the Phase II Construction Drawings shows the same lime sludge beach still present in the SCP.
3. The ITN Background Section (Page 3) states: "Up until the fourth quarter of calendar year 2003, first- and second-stage sludges generated in the lime treatment process had been deposited...into the SCP-N compartment. During the first quarter of calendar year 2004, **approximately 105,000 cubic yards of lime sludge were transferred from the SCP-N compartment to the converted NCP via dredging...Since February 2004**, sludge from the second stage clarifier has been routed directly to the NCP while **the SCP-N compartment has been used as a first-stage settling pond.**"
4. The ITN Background Section (Page 12) states: "The SCP-N compartment has historically been used for storage of double-lime treatment sludges and continued to be used as a first-stage settling pond. **In addition to recently-deposited first -stage sludge, the pond also contains older first- and second-stage lime treatment sludges that were not transferred to the NCP during the dredging operation in January and February 2004.** Results of pond soundings and sampling performed by Ardaman in February 2002 indicated that the **SCP-S compartment contains some soft sediments** that are predominately comprised of gypsum fines. Assuming that **optional transfer of sludges to the NCP** sludge storage pond is selected, closure construction will involve grading of the outer dikes and pond bottom, installation of a 40-mil HDPE liner, etc**Alternatively, the SCP-N compartment may be closed without sludge transfer**, which would involve grading of the outer dikes, desiccation of the sludge surface, gradually placing a minimum 2-foot thickness of soil (with reinforcement, as needed)

using light equipment to minimize mudwaving of the sludge, and..."

5. The December 3, 2003 Emergency Operation Plan which was posted on the ITN web site (Page 3) stated: "It is our understanding, however, that **significantly more sludge (as much as 125 acre-feet based on visual observations of the sludge-filled pond and November 10, 2003 pond soundings) have been deposited in the SCP-N compartment and essentially all of the middle canal** between the SCP-N and SCP-S compartments." Based on this volume of sludge (equivalent to 202,000 cubic yards) and the volume of material dredged from the SCP-N (105,000 cubic yards per item 3 above), **bidders should have known that at least 97,000 cubic yards must have remained in the SCP-N compartment plus any additional sludge deposited since November 2003.**
6. A November 14, 2003 aerial photo posted on the ITN web site as part of the Phase I Construction Drawings (Photo G-4) clearly shows the SCP-N compartment full of sludge. On that date, water level data posted on the web site with the water balance projections indicate that the water level in the SCP-N compartment was on the order of 17 feet (MSL). Considering pond bottom elevations, bidders could have determined that the sludge quantity in the SCP-N compartment was on the order of 275,000 cubic yards on that date. Based on this volume of sludge and the volume of material subsequently dredged from the SCP-N (105,000 cubic yards per item 3 above), **bidders should have known that as much as 170,000 cubic yards must have remained in the SCP-N compartment** plus any additional sludge deposited since November 2003.
7. The pre-bid Site Visit took place on August 5, 2004. On that date, the SCP-N water level was at Elevation 15.15 feet (MSL), so **most of the sludge in the SCP-N compartment would have been exposed on the date of the Site Visit** and readily observed by all attendees.
8. CDM's BAFO (Section B-Subject 5, Page 19) stated: "Closure of the **cooling ponds, sludge ponds, and aeration basins which contain varying amounts of lime treatment sludges** will involve grading of the outer dikes, desiccation of the sludge surface, gradually placing soil (with reinforcement) using light equipment to minimize mud-waving of the sludge, and..."
9. CDM's BAFO (Section B- Subject 6, Page 4) stated: "We have **included the cost of full coverage of the NCP and SCP with one layer of SKAPS315 woven geotextile fabric prior to the initial layer of soil cover**". If CDM were not aware that the SCP contained sludges, why would they be planning on installing a reinforcing geotextile in the SCP.

Please feel free to forward this e-mail to CDM as the factual information may assist the Department in reaching a mutually agreeable resolution or compromise that both CDM and the Department can live with.

Nadim F. Fuleihan, Sc.D., P.E.

Sr. Vice-President, Principal

Ardaman & Associates, Inc.

Tel: 407- 855-3860 Cell: 407- 467-1180



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tel: 407 660-2552
fax: 407 875-1161

September 27, 2006

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

Re: South Cooling Pond Closure Lime Sludge Removal

Dear Mr. Coates:

As a follow-up to the September 20, 2006 meeting held at Ardaman and Associates office in Bartow, Florida, CDM Constructors Inc. (CDM) presents the following responses to the information presented in the email from Ardaman and Associates forwarded to CDM by the Florida Department of Environmental Protection (FDEP) on September 12, 2006. For the sake of clarity, CDM has presented the Ardaman/FDEP position verbatim from the email dated September 12, 2006 followed by CDM's response.

Ardaman/DEP Statement:

1. The Solicitation "Background Information" section and Drawings 10 & 11 provided bidders with the following two alternative designs:
 - (a) Either excavate (e.g., dredge) the sludge from the SCP and dispose of it in the North Cooling Pond (NCP), resulting in significantly reduced earthwork fill quantities because there would no longer be a need to cover the sludge with a 2-foot minimum soil cover; or
 - (b) Cover the sludge in the SCP with a minimum of 2 feet of soil placed at a 2% grade and with reinforcing fabric, as needed to hopefully limit the thickness of soil to the specified minimum. If the contractor elected to forego placement of the reinforcing fabric, significantly larger quantities of borrow soil would then likely be required. Note that because of the specified 2-foot minimum thickness and 2% grade wherever sludge is present, the average thickness of soil placed over the sludge is expected to be greater than 2 feet even if reinforcing fabric is used.



Mr. John Coates
September 27, 2006
Page 2

CDM Response:

Drawings 10 and 11 did not present alternate designs. The drawing contained two cross sections, one section cut through a the western portion of the North Cooling Pond and one section cut through a portion of the South Cooling Pond South Compartment. The section through the SCP-S did not show any discernable sludge and also did not specify a 2% slope on the final cover soil.

Ardaman/DEP Statement:

2. The shortened version of the scope of work included in Attachment A to the Contract mentioned that closure of the SCP “will likely involve grading of the outer dikes, desiccation of the sludge surface, and gradually placing soil (with reinforcement) using light equipment to minimize mudwaving of the sludge...”

CDM Response:

The shortened version of the scope of work referred to here is actually the Scope of Work contained in the Contract. The “Background Information” Document referenced above in Item #1 is not the Scope of Work for the contract. In fact, the “Background Information” Document is not included in the list of Background Documents in the Contract between CDM and the Department.

Ardaman/FDEP Statement:

3. The BAFO instructions did not prescribe a specific design amongst the two alternatives because the quantity of sludge produced is highly dependent on the water treatment method selected by the bidder and, hence, it would not have been prudent to quantify the quantity of sludge to be dredged or to determine a priori if sufficient volume would be available in the NCP to store the dredged material. The BAFO, therefore, left the choice amongst the two alternatives to the Contractor (as this was a lump sum bid).

CDM Response:

If the FDEP had knowledge of a significant amount of sludge in SCP-N there was an obligation to provide that information to the bidders. The bidders would then have been able to combine that information with their specific treatment plans to accurately price the work.



Mr. John Coates
September 27, 2006
Page 3

Please find below a summary of relevant items from the record (with emphasis added by me):

Ardaman/FDEP Statement:

1. The main body of the solicitation (Attachment C, Page 4 of 5) and the Contract (Attachment A, Page 7 of 9) state: "Closure of the cooling ponds and sludge ponds which contain varying amounts of lime treatment sludge will likely involve grading of the outer dikes, desiccation of the sludge surface, gradually placing soil (with reinforcement) using light equipment to minimize mudwaving of the sludge, and...."

CDM Response:

CDM agrees that the Attachment A and C does contain the information presented above, however the cross sections on Figure 10 indicated a substantial amount of sludge in the North Cooling Pond (NCP) and minimal if any sludge in the South Cooling Pond (SCP).

Ardaman/FDEP Statement:

2. ITN Figure 3 is an older 2002 topo that clearly identifies the beach deposit along the north wall of the SCP as "Lime Sludge". A February 23, 2004 post-dredging aerial photograph included with the Phase II Construction Drawings shows the same lime sludge beach still present in the SCP.

CDM Response:

CDM agrees that the ITN Figure 3 does identify the beach deposit as lime sludge, however the quantity of lime sludge could not be determined based on the information in this figure.

Ardaman/FDEP Statement:

3. The ITN Background Section (Page 3) states: "Up until the fourth quarter of calendar year 2003, first- and second-stage sludges generated in the lime treatment process had been deposited...into the SCP-N compartment. During the first quarter of calendar year 2004, approximately 105,000 cubic yards of lime sludge were transferred from the SCP-N compartment to the converted NCP via dredging...Since February 2004, sludge from the second stage clarifier has been routed directly to the NCP while the SCP-N compartment has been used as a first-stage settling pond."



Mr. John Coates
September 27, 2006
Page 4

CDM Response:

CDM agrees that the Background Information does contain the information presented above. However, the "Background Information" document doesn't identify how much sludge was possibly remaining in the SCP-N compartment after dredging and also doesn't quantify how much additional sludge was deposited in the SCP-N after February 2004.

Ardaman/FDEP Statement:

4. The ITN Background Section (Page 12) states: "The SCP-N compartment has historically been used for storage of double-lime treatment sludges and continued to be used as a first-stage settling pond. In addition to recently-deposited first-stage sludge, the pond also contains older first- and second-stage lime treatment sludges that were not transferred to the NCP during the dredging operation in January and February 2004. Results of pond soundings and sampling performed by Ardaman in February 2002 indicated that the SCP-S compartment contains some soft sediments that are predominately comprised of gypsum fines. Assuming that optional transfer of sludges to the NCP sludge storage pond is selected, closure construction will involve grading of the outer dikes and pond bottom, installation of a 40-mil HDPE liner, etcAlternatively, the SCP-N compartment may be closed without sludge transfer, which would involve grading of the outer dikes, desiccation of the sludge surface, gradually placing a minimum 2-foot thickness of soil (with reinforcement, as needed) using light equipment to minimize mudwaving of the sludge, and..."

CDM Response:

CDM agrees that Background Information does make those statements. Again no information was provided that identified how much sludge was remaining in the SCP-N after dredging. Additionally, no information was provided on the soft sediments in the SCP-S. The referenced pond soundings and sampling information was not provided in the ITN/BAFO documents.

Ardaman/FDEP Statement:

5. The December 3, 2003 Emergency Operation Plan which was posted on the ITN web site (Page 3) stated: "It is our understanding, however, that significantly more sludge (as much as 125 acre-feet based on visual observations of the sludge-filled pond and November 10, 2003 pond soundings) have been deposited in the SCP-N compartment and essentially all of the middle canal between the SCP-N and SCP-S compartments."



Mr. John Coates
September 27, 2006
Page 5

Based on this volume of sludge (equivalent to 202,000 cubic yards) and the volume of material dredged from the SCP-N (105,000 cubic yards per item 3 above), **bidders should have known that at least 97,000 cubic yards must have remained in the SCP-N compartment plus any additional sludge deposited since November 2003.**

CDM Response:

CDM understood the purpose of the Emergency Operations Plan was that it be used as instructions for the management of water on the site. The ITN and BAFO instructions were unclear that the Emergency Operations Plan was also to be used for calculating construction closure costs. The pond soundings referred to above were performed in November 2003, however the information not made available to the bidders in the ITN/BAFO documents. If the FDEP was aware of a significant amount of sludge in SCP it seems that more definitive information would have been provided to the bidders.

Ardaman/FDEP Statement:

6. A November 14, 2003 aerial photo posted on the ITN web site as part of the Phase I Construction Drawings (Photo G-4) clearly shows the SCP-N compartment full of sludge. On that date, water level data posted on the web site with the water balance projections indicate that the water level in the SCP-N compartment was on the order of 17 feet (MSL). Considering pond bottom elevations, bidders could have determined that the sludge quantity in the SCP-N compartment was on the order of 275,000 cubic yards on that date. Based on this volume of sludge and the volume of material subsequently dredged from the SCP-N (105,000 cubic yards per item 3 above), **bidders should have known that as much as 170,000 cubic yards must have remained in the SCP-N compartment** plus any additional sludge deposited since November 2003.

CDM Response:

The volume stated here is in contradiction to the volume stated in statement #5. According to statement #5 the volume remaining after dredging is 97,000 CY and in statement #6 it is stated as 170,000 CY plus whatever Shaw placed in the SCP-N after completing the dredging. It is unrealistic to assume that the bidders were to calculate a sludge volume based on an aerial photograph and an assumed pond bottom since the pond bottom elevation for SCP-N information wasn't presented in the ITN/BAFO documents. Additionally, the bidders did not know how much sludge was deposited after November 2003.



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Figure 1 from the ITN/BAFO Dated February 23, 2004 shows the lime sludge beach deposit on the North Side of the SCP-N and Lime Sludge in the center ditch. Figure 1 is a more current document provided in the ITN/BAFO and represents a more accurate representation of the conditions in the SCP. However, Figure 1 also does not provide enough information to predict a sludge volume in the SCP-N.

Ardaman/FDEP Statement:

7. The pre-bid Site Visit took place on August 5, 2004. On that date, the SCP-N water level was at Elevation 15.15 feet (MSL), so most of the sludge in the SCP-N compartment would have been exposed on the date of the Site Visit and readily observed by all attendees.

CDM Response:

CDM can't readily confirm the water elevation on August 5, 2004 due to the lack of clarity in the documents provided. However, a review of photos on that date show the heavily vegetated beach deposit on the north side of the SCP-N and some white edges on the southwest side of the SCP-N.

Ardaman/DEP Statement:

8. CDM's BAFO (Section B-Subject 5, Page 19) stated: "Closure of the **cooling ponds, sludge ponds, and aeration basins which contain varying amounts of lime treatment sludges** will involve grading of the outer dikes, desiccation of the sludge surface, gradually placing soil (with reinforcement) using light equipment to minimize mud-waving of the sludge, and..."

CDM Response:

CDM agrees that is a quote from our BAFO. The description presented is for various areas and does involve placement of soil over a reinforcement fabric.



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Ardaman/FDEP Statement:

9. CDM's BAFO (Section B- Subject 6, Page 4) stated: "We have included the cost of full coverage of the NCP and SCP with one layer of SKAPS315 woven geotextile fabric prior to the initial layer of soil cover". If CDM were not aware that the SCP contained sludges, why would they be planning on installing a reinforcing geotextile in the SCP.

CDM Response:

CDM included the cost for the fabric since it was shown that it may be needed for closure and the cost to procure and install was minimal compared the remainder of the work.

CDM Position:

CDM has considered the Department's offer for sharing the pain of the dredging cost as discussed at last week's meeting. CDM does not feel obligated to have to share the cost of the dredging work in South Cooling Pond. CDM's position is that the basis of our lump sum price was stated in our BAFO and the dredging of sludge or placement of fill material above the BAFO quantity should be paid for by the FDEP.

Section 6 Item C4 of CDM's BAFO stated "we have included the costs for the placement and compaction of 247,558 cubic yards of clean fill" for the closure of the North and South Cooling Ponds. CDM's BAFO also stated this was based on an average two foot thickness of fill.

CDM considers the relocation of the sludge from the South Cooling Pond to the North Cooling Pond as the least cost option to the FDEP for closure of the South Cooling Pond. CDM does not believe that FDEP was aware of the magnitude of the quantity of sludge remaining in the SCP at the time of the ITN/BAFO solicitation. CDM believes the FDEP would have clearly identified this major piece of work in the project scope and included a bid item with an engineer's estimated quantity in the ITN/BAFO. The ITN and BAFO pricing structure did not contain any line item for sludge removal from the South Cooling Pond. Additionally, CDM was not questioned about the sludge dredging during the interviews prior to the BAFO submission and this issue was never brought to our attention during the two months of contract negotiations.



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CDM will work with the Department on this important part of the closure to keep the work on the project moving forward. CDM is prepared to meet again with the Department at your earliest convenience to continue discussions on this matter.

If you have any questions feel free to contact me at 407-660-6423.

Sincerely,

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

Dean Carter
Program Manager

CC: Phil Coram
Richard Slovarp
Michael Edgar
Steve Solters
Mario Marcaccio

CDM ITEM DESCRIPTION	CDM PROPOSED SCHEDULE 3-2-07			PRELIMINARY ARDAMAN SCHEDULE - Selected Values				CDM / DEP AGREED SCHEDULE ⁵				
	Proposed Item Price	Estimated Quantity	Unit Price	Proposed Item Price	Estimated Quantity	Unit Price	COMMENTS	Agreed Item Price ⁶	Agreed Quantity	BAFO Unit Rate	BAFO Unit	Additional Notes
HDPE LINER AND RELATED ITEMS												
80-Mil HDPE Liner (Runoff Ditches)	\$160,600.00	200,000	\$0.803					\$160,600.00	200,000	\$0.803	sf	
40-Mil HDPE Liner	\$1,089,758.00	2,374,201	\$0.459					\$1,089,758.00	2,374,201	\$0.459	sf	
Subtotal for 40 and 80 mil HDPE Liner	\$1,250,358.00							\$1,250,358.00				
60-Mil Liner	\$569,520.00	1,008,000	\$0.565	\$569,520.00	1,008,000	\$0.565	CDM Unit Price assumed OK - Need backup documentation / escalation c/o ? Typically included as Ancillary; Lining Basin 2 increased # of vents req'd; Say	\$569,520.00	1,008,000	\$0.57	sf	
Liner Pipe Vents at Perimeter of Stormwater Basin and Ditch	\$8,908.00	12	\$742.33	\$8,907.96	12	\$742.33	OK	\$8,908.00	12	\$742.33	ea	
Geocomposite under Dike Roads - Comanco Labor & Materials	\$95,040.00	9,900	\$9.60	\$95,040.00	9,900	\$9.60	Maybe OK - see Note 1	\$95,040.00	9,900	\$9.60	sf	
New Work Subtotal for 60 mil HDPE Liner	\$673,468.00			\$673,467.96				\$673,468.00				
Total for HDPE Liner	\$1,923,826.00							\$1,923,826.00				
EARTHWORK (SOIL)												
Earthwork (Soil)	\$0.00	0	\$6.82					\$0.00	0	\$6.82		
EARTHWORK (SOIL) FILL FOR SITE GRADING (UNDER LINER)												
SCP S - Dozer Push	\$16,106.25	4,295	\$3.75	\$16,106.25	4,295	\$3.75	OK	\$16,106.00	4295	\$3.75		
SCP S - Trucked	\$23,535.00	5,230	\$4.50	\$23,535.00	5,230	\$4.50	OK	\$23,535.00	5,230	\$4.50		
SCP N - Dozer Push	\$116,250.00	31,000	\$3.75	\$116,250.00	31,000	\$3.75	OK	\$116,250.00	31,000	\$3.75		
SCP Middle - Dozer Push	\$20,175.00	5,380	\$3.75	\$20,175.00	5,380	\$3.75	OK	\$20,175.00	5,380	\$3.75		
SCP N (East Berm) - Trucked	\$111,150.00	24,700	\$4.50	\$111,150.00	24,700	\$4.50	OK	\$111,150.00	24,700	\$4.50		
Basin 2	\$116,195.00	27,340	\$4.25	\$116,195.00	27,340	\$4.25	OK	\$116,195.00	27,340	\$4.25		
Partition Dike - East Side Sludge Disposal Area - Trucked	\$15,050.00	4,300	\$3.50	\$15,050.00	4,300	\$3.50	OK	\$15,050.00	4,300	\$3.50		
Sludge Disposal Area Cap - Trucked	\$29,250.00	4,500	\$6.50	\$29,250.00	4,500	\$6.50	OK	\$29,250.00	4,500	\$6.50		
South Stormwater Ditch Grading	\$15,600.00	2,400	\$6.50	\$15,600.00	2,400	\$6.50	OK	\$15,600.00	2,400	\$6.50		
Total Earthwork (Soil)	\$463,311.25	109,145		\$463,311.25				\$463,311.00	109,145	\$4.24	cy	7
SOIL COVER												
SOIL COVER - NEW WORK/AGREEMENT												
Cover Soil SCP N West Side Using Existing Soil Dozer Push	\$73,360.00	18,340	\$4.00	\$73,360.00	18,340	\$4.00	OK	\$73,360.00	18,340	\$4.00		
Cover Soil SCP N West Side Using Existing Soil Trucked	\$82,530.00	18,340	\$4.50	\$82,530.00	18,340	\$4.50	OK	\$82,530.00	18,340	\$4.50		
Cover Soil SCP S West Side Using Existing Soil Trucked	\$83,475.00	18,550	\$4.50	\$83,475.00	18,550	\$4.50	OK	\$83,475.00	18,550	\$4.50		
Panel Drains	\$37,065.00	2,100	\$17.65	\$37,065.00	2,100	\$17.65	Unit Price consistent with SP644-014	\$37,065.00				
Subtotal for Cover Soil New Work/Agreement	\$276,430.00			\$276,430.00				\$276,430.00	55,230			
SOIL COVER - REMAINING AREAS												
Soil Cover, including Basin No. 2	\$3,093,960.00	228,000	\$13.57					\$3,093,960.00	228,000	\$13.57		
Total Soil Cover	\$3,370,390.00	283,230						\$3,370,390.00	283,230	\$11.90	cy	7
SOIL GRASSING												
Seeding (Cap Areas and Plant Areas)	\$246,023.00	105	\$2,343.08					\$246,023.00	105	\$2,343.08	ac	
Sodding (Runoff Ditches) Point 16 to Point 26	\$19,349.00	2	\$8,795.00					\$19,349.00	2	\$8,795.00	ac	
Total Soil Grassing	\$265,372.00							\$265,372.00				
STORMWATER CONTROL STRUCTURES												
Rip Rap Apron for 12" Culvert	\$10,867.50	1,050	\$10.35	\$10,867.50	1,050	\$10.35	OK	\$10,867.50				
Credit for Type E Precast Basins from BAFO Design	-\$6,075.00	2	-\$3,037.50	-\$6,766.00	2	-\$3,383.00	AA Unit Price from CDM/Moretrench for Phase I Slopes	-\$6,766.00				
CAP Inlet Structures #2-5	\$2,851.88	4	\$712.97	\$2,851.88	4	\$712.97	OK	\$2,851.88				
Rip Rap Aprons Inlet Structures #2-5	\$22,770.00	2,200	\$10.35	\$11,385.00	1,100	\$10.35	ITN Figures show 2 structures. Per Phase I Slopes c/o discussions, 2 of 4 should have been included	\$11,385.00				
12" HDPE SDR 21 Outlet Pipe with Seep Shield	\$16,800.00	300	\$56.00	\$16,800.00	300	\$56.00	OK	\$16,800.00				

CDM ITEM DESCRIPTION	CDM PROPOSED SCHEDULE 3-2-07			PRELIMINARY ARDAMAN SCHEDULE - Selected Values				CDM / DEP AGREED SCHEDULE ⁵				
	Proposed Item Price	Estimated Quantity	Unit Price	Proposed Item Price	Estimated Quantity	Unit Price	COMMENTS	Agreed Item Price ⁶	Agreed Quantity	BAFO Unit Rate	BAFO Unit	Additional Notes
Credit for Outlet Pipes in BAFO Design Figure	not incl.	not incl.	not incl.	-\$21,200.00	400	-\$53.00	AA Unit Price for credit based on above item discounted for no seep shields	-\$16,800.00				
Inlet Structure No. 1 @ 001 Discharge from Basin 2 Storm Pond Detail 8/D1	\$5,494.34	1	\$5,494.34	\$5,494.34	1	\$5,494.34	OK	\$5,494.34				
18" HDPE Pipe from Outlet Structure No. 1 to Outfall 001 Detail K/D1	\$9,638.00	100	\$96.38	\$8,000.00	100	\$80.00	AA Unit Price estimated based on CDM/Moretrench price for 20" pipe (Phase I) plus 15% (see Note 2)	\$8,000.00				
Tie in of 18" HDPE to Outfall #001	\$843.75	1	\$843.75	\$843.75	1	\$843.75	OK	\$843.75				
18" Gate Valve w/36" HDPE Manhole Detail 9/D1	\$20,473.63	1	\$20,473.63	\$20,473.63	1	\$20,473.63	Say OK	\$20,473.63				
Sludge Storage Area Culvert 12" HDPE SDR 17	\$1,530.00	100	\$15.30	\$1,530.00	100	\$15.30	OK	\$1,530.00				
Total for Stormwater Control Structures:	\$85,194.10			\$50,280.10				\$54,680.00	lump	-	lump	
EXCESS CUT STOCKPILE (FILL FOR NCP GRADING)												
Relief Drain SCP N Stockpile Area Detail 28/D6	\$95,628.40	680	\$140.63	\$95,628.40	680	\$140.63	Maybe OK - Note Relief Drain in SCP-PWS Resolution Agreement Schedule 1 was \$124.80/lf	\$84,864.00	680	\$124.80	lf	
Relief Drain 6" Non Perforated Connector Pipe Detail 29/D6	\$5,635.80	60	\$93.93	\$3,000.00	60	\$50.00	AA Unit Price estimated based on CDM/Moretrench price for 8" pipe (Phase I) plus 15% (see Note 2)	\$5,636.00	60	\$93.93	lf	
24" Relief Drain Sump SCP N Stockpile Area Detail 35/D6	\$20,173.50	1	\$20,173.50	\$20,173.50	1	\$20,173.50	OK	\$20,174.00	1	\$20,174.00	lf	
Total for Soil Stockpile Drains:	\$121,437.70			\$118,801.90				\$110,674.00				
SCP SEEPAGE COLLECTION DRAINS												
Drains	\$1,185,853.70	6,290	\$188.53	\$722,092.00	6,290	\$114.80	AA Unit Price = BAFO. See Note 3					
24" HDPE Riser Connecting Drain Segments by 003 (Install in drain price)	\$2,812.50	1	\$2,812.50	\$2,812.50	1	\$2,812.50	OK	\$2,813.00	lump	-	lump	
48" Seepage Collection Manhole East of PWS (No. 1) Incl. Valves - Detail 31/D6	\$46,912.50	1	\$46,912.50	\$46,912.50	1	\$46,912.50	OK	\$46,913.00	lump	-	lump	
12" HDPE SDR 21 Connector Pipe (OGS Drain to No. 1) Detail 31/D6	\$29,328.40	380	\$77.18	\$21,280.00	380	\$56.00	Maybe OK - See Discussion Note 4	\$21,280.00	380	\$56.00	lf	
12" HDPE SDR 21 Connector Pipe (No. 2 to Point 6) Detail 31/D6	\$15,998.00	200	\$79.99	\$11,200.00	200	\$56.00	Maybe OK - See Discussion Note 4	\$11,200.00	200	\$56.00	lf	
12" HDPE SDR 21 Culvert at 003 Road Crossing Detail 34/D7	\$4,452.80	80	\$55.66	\$4,452.80	80	\$55.66	OK	\$4,453.00	80	\$55.66	lf	
36" Seepage Collection Manhole East of PWS (No. 2) Detail 31/D6	\$25,875.00	1	\$25,875.00	\$25,875.00	1	\$25,875.00	OK	\$25,875.00	lump	-	lump	
48" Seepage Collection Manhole North of SCP N Detail 40/D6	\$27,506.25	1	\$27,506.25	\$27,506.25	1	\$27,506.25	OK	\$27,506.00	lump	-	lump	
12" HDPE SDR 21 Connector Pipe to 48" Seepage Collection Manhole Detail 40/D6	\$4,815.00	50	\$96.30	\$2,800.00	50	\$56.00	AA Unit Price estimated based on CDM/Moretrench price for 12" pipe (Phase I) plus 15% (see Note 2)	\$4,815.00	50	\$96.30	lf	
Total for Seepage Collection Drains:	\$1,343,554.15			\$864,931.05				\$144,855.00				
OTHER ANCILLARY												
Other Ancillary	\$50,479.00	1	\$50,479.00					\$50,479.00	lump	-	lump	
Miscellaneous and Extra Ancillary												
24" Relief Drain Manhole at Process Water Sump (PWS) Detail 30/D6	\$16,126.00	1	\$16,126.00	\$16,126.00	1	\$16,126.00	OK	\$16,126.00	lump	-	lump	
12" HDPE SDR 21 Connector Pipe (Relief Drain MH to No. 1)	\$14,398.20	180	\$79.99	\$10,080.00	180	\$56.00	AA Unit Price estimated based on CDM/Moretrench price for 12" pipe (Phase I) plus 15% (see Note 2)	\$10,080.00	180	\$56.00	lf	
Remove and Replace Piping at Culvert Crossing for 003 Outfall	\$12,656.25	3	\$4,218.75	\$12,656.25	3	\$4,218.75	OK	\$12,656.00	lump	-	lump	
Ancillary Cost Increase Due to Addition of Basin #2 Work & Add'l Structures	\$52,250.00	1	\$52,250.00	\$52,250.00	1	\$52,250.00	Maybe OK ... but not consistent with contract Attachment C - Table 1 Ancillary for SCP	\$52,250.00	lump	-	lump	
Subtotal for Miscellaneous and Ancillary:	\$95,430.45			\$91,112.25				\$91,112.00				
Total for Ancillary:	\$145,909.45							\$141,591.00				
TOTAL SCP CLOSURE CONSTRUCTION ITEMS ("New Work")	\$3,058,825.65			\$2,538,334.51				\$1,814,530.00				
TOTAL SCP CLOSURE CONSTRUCTION ITEMS ("Remaining Other")	\$4,660,169.00							\$4,660,169.00				
TOTAL AGREED SCP CLOSURE CONSTRUCTION ITEMS, New Work and Remaining Other:	\$7,718,994.65			\$2,538,334.51				\$6,474,699.00				

CDM ITEM DESCRIPTION	CDM PROPOSED SCHEDULE 3-2-07			PRELIMINARY ARDAMAN SCHEDULE - Selected Values				CDM / DEP AGREED SCHEDULE ⁵				
	Proposed Item Price	Estimated Quantity	Unit Price	Proposed Item Price	Estimated Quantity	Unit Price	COMMENTS	Agreed Item Price ⁶	Agreed Quantity	BAFO Unit Rate	BAFO Unit	Additional Notes
TOTAL NCP CLOSURE CONSTRUCTION (from Schedule 2):	\$4,046,626.00			\$4,046,626.00				\$4,046,626.00				
TOTAL LUMP SUM for REMAINING SCP and NCP:	\$11,765,620.65							\$10,521,325.00				
TOTAL EXISTING BAFO @ 8-14-06	\$10,328,826			\$10,328,826				\$10,328,826				
TOTAL ADJUSTED EXISTING LESS "NEW WORK" @ 3-2-07				\$8,706,794.66								
TOTAL ADJUSTED BAFO INCLUDING "NEW WORK" @ 3-2-07				\$11,245,129.17								
DIFFERENCE IN ORIGINAL BAFO AND ADJUSTED BAFO	\$1,436,794.65			\$916,303.17				\$192,499.00				
ADDITIONAL ITEMS												
Excavate, Haul and Spread excess mixed soils to SCP N East Side	\$533,162.00	152332	\$3.50	\$0.00	152332	\$0.00	Agreed-upon \$3.50/cy progress payment towards NCP BAFO in-place fill price of \$6.82/cy	\$0.00				8
Credit for Providing Stockpiled Soil for NCP Grading	not incl.	not incl.	not incl.	-\$609,328.00	152332	-\$4.00	Agreed-upon credit for providing fill materials for NCP Closure	-\$609,328.00	152,332	-\$4.00	cy	9
SCP Lime Sludge/Material Handling	\$780,000.00	170000	\$4.59	\$780,000.00			Agreed upon lump sum for lime sludge handling	\$780,000.00				
Additional Dredging Allowance Above 170,000 cy	\$44,541.00	13550	\$3.29	\$44,541.00			Potential adjustment for neat, in-place pre-dredge lime sludge quantity	\$44,541.00				
Relocate Remaining Lime Sludge from Middle Compartment to NCP	\$100,700.00	21200	\$4.75	\$0.00	11200			\$0.00				
Relocate Lime Sludge from SCP S to Sludge Capping Area	\$23,450.00	5000	\$4.69	\$0.00	5000			\$0.00				
Total for Sludge/Material Handling as Needed:												
Total Additional Items:	\$1,481,853.00			\$215,213.00				\$824,541.00				10
								\$215,213.00				
GRAND TOTAL	\$2,918,647.65			\$1,131,516.17				\$407,712.00				

Notes:

- Per Section K - ITN Figure 10 and BAFO Figure R1, geocomposite are to be included in BAFO since the SCP perimeter berm is an exterior crest; however, for the SCP liner installation it is agreed that this price will be itemized separately.
- Estimate unit price based on CDM/Moretrench proposed prices for like pipe materials in conjunction with Phase I Slope Closure change order adjustments increased 15% to include CDM subcontractor markup and to account for reasonable escalation.
- Based on CDM's recently reported material costs and Ardaman's estimate of subcontractor installation costs (based on Comanco's reported T&M rates and our estimate of required resources and corresponding production rates), the unit price, including CDM markup, could be as high as \$128/ft. However, considering the geonet-geotextile composite component shown in the drain detail on ITN Figure 10 was omitted from the final design, the original BAFO unit rate is deemed appropriate.
- Per ITN/BAFO, it is expected that the drain systems are connected to a sump and thus piping needed to accomplish this should be included in the BAFO lump sum. However, the connector pipes will be itemized separately for the SCP drain installation.
- Schedule Values represent agreement for the total lump sum price for full performance of related closure services. It is agreed that no additional costs or quantity adjustments shall be allowed except as otherwise explicitly provided under Contract SP644. The Department acknowledges the following CDM pricing assumptions:
 - Agreed pricing does not include grading work east of the lined process water sump and the SCP; however, pricing does include earthwork, as needed, to install structures and piping and restore grades, as needed, to accommodate such installations incorporated in the SCP Design Drawings.
 - Agreed pricing includes bermuda sod in the storm water ditch on the south side of the SCP only from Point 16 to Point 26 and around all rip-rap aprons a minimum distance of 10 feet, or the closest roll-width multiple available for installation; however, the contractor shall be free to substitute bermuda sod in areas to be seeded where accepted by the Engineer.
 - Agreed pricing does not include any imported sand to be placed over the top of drain under liner; however, the pricing does include placing suitable sandy fill approved by the Engineer that can be obtained from available on site soil materials.
 - Agreed pricing for the temporary culvert to be installed from the runoff collection ditch on the eastern perimeter of the stockpile storage area to the Return Water Canal east of the SCP assumes that suitable 16" HDPE pipe materials are available on-site.
 - Agreed pricing for site grading within the bottom areas of north and south compartments of the SCP is based on neat fill volumes relative to an average natural ground soil surface elevation of 9.2 feet, NGVD, which coincides with the average original natural ground soil surface.
- The Agreed Lump Sum Price shall be incorporated into Attachment C, Payment and Deliverable Schedule, of Contract SP644.
- Progress payments shall be paid based on completed work as accepted by the Engineer and the average BAFO unit rate, regardless of the particular means and methods used by contractor to complete the specified works.
- Contractor and Department agree that up to \$3.50 / cy may be invoiced for partial payment of the allowable earthwork/fill material lump sum price for the NCP closure where such fill material has been stockpiled in accordance with specifications for such stockpile as provided elsewhere by the Engineer.
- Contractor and Department agree that the final credit amount will be based on the actual quantity of excess materials realized in corresponding stockpile.
- Contractor agrees that no additional costs or other claims will be made, for the cost to relocate sludge or other materials from the SCP, in order for closure work to be completed in accordance with the design specifications provided by the Engineer.

Schedule 2. Agreed NCP Closure Cost Provisions

NEW BAFO DESCRIPTION	NEW BAFO SCH OF VALUES	REVISED QUANTITY	UNIT PRICE
Task C4a. NCP Closure			
Earthwork (Soil)	\$1,351,225	198,050	\$6.82
80-Mil HDPE Liner (Runoff Ditches)	\$68,500	100,000	\$0.69
40-Mil HDPE Liner	\$514,800	1,300,000	\$0.40
Drains	\$293,880	2,650	\$110.90
Soil Cover	\$1,400,008	103,184	\$13.57
Soil Grassing			
Seeding (Cap Areas)	\$70,292	30.0	\$2,343.07
Sodding (Runoff Ditches)	\$35,180	4.0	\$8,795.00
Other Ancillary	\$54,041		
	=====		
Subtotal :	\$3,787,926.00		
Task C4a. NCP Closure - Lump Sum Increase			
Raise NCP Berm	\$65,800	10000	\$6.58
Extend NCP Emergency Over Flow	\$15,000	1	\$15,000.00
Extend NCP Slurry Wall	\$177,900	1	\$177,900.00
	=====		
Subtotal Agreed Lump Sum Cost Increase ^(a) :	\$258,700		
	=====		
Total Agreed Lump Sum Cost for Task C4a:	\$4,046,626		

Notes:

(a) The agreed additional lump sum cost amount shall be for works in accordance with the Engineer's June 2006 design drawings for the North Cooling Pond Conversion for Lime Sludge Disposal, and may be reflected under either Task C or Task A at the Department's discretion.

**ATTACHMENT C
PAYMENT AND DELIVERABLE SCHEDULE**

DESCRIPTION		Fixed-Price	Lump Sum Unit Rate	APPROVAL PERIOD ⁽⁵⁾	DELIVERABLES	PAYMENT BASIS ⁽⁸⁾
A. OPERATION AND MAINTENANCE						
OPERATION AND MAINTENANCE, Years 1-2		\$6,552,794	NA		Operation and Maintenance activities are to be reported in the "Piney Point Operation and Maintenance Status Report" (Monthly Status Report) to be submitted with the monthly Operation and Maintenance Invoices. The format for the Monthly Status Report shall provide sufficient detail and summary information for the Department Contract Manager to determine the extent to which contract requirements are being met. The specific format will be mutually agreed upon by the Contractor and the Department.	Monthly invoice line items shall be provided as follows: 1. During the first contract month only for Operation & Maintenance (O&M), an invoice line item shall include the price for "O&M Activities and Mobilization" based on the agreed upon lump sum allocation of \$ 375,000. 2. During the second month, and on a monthly basis thereafter, the lump sum O&M amounts shall be invoiced as "Site Operation & Maintenance Activities" based on the agreed upon O&M Monthly Lump Sum Allocation Values shown below for this Scope of Services. The invoice line item should reference the corresponding year and month for services. O&M Monthly Lump Sum Allocation Values, not to exceed: - Contract Year 1, Months 2-12 shall be \$ 268,600 / month - Contract Year 2, Months 1-12 shall be \$ 268,600 / month - Contract Year 3, Months 1-12 shall be \$ 149,950 / month - Contract Year 4, Months 1-12 shall be \$ 100,000 / month - Contract Year 5, Months 1-12 shall be \$ 79,939 / month Retainage: None, unless otherwise specified in Change Order after contract execution. 3. Per Change Order SP644-007, a one-time lump sum amount of \$ 16,884 may be added to an O&M monthly invoice to reimburse agreed upon costs for the unexpected cleanup of oil contaminated water and soil materials following leakage of oil from the abandoned ball mill lube oil tank that was located in the vicinity of the process water pumps in the phosphoric acid plant on July 25, 2005.
OPERATION AND MAINTENANCE, Years 3-5		\$3,958,663	NA			
A1	Site Operation and Maintenance (Including Process Water and Runoff Management, Inspections, Site Security, Mowing, Repairs, and Post-Closure Care & Maintenance)				Activity to be included on the Monthly Status Report.	
A2	Utilities (Power, excluding power used in process water consumption, Water, Domestic Wastewater, Refuse Collection, etc.)				Include KWH consumption in the Monthly Status Report.	
A3	Safety Training and Safety Compliance				1. Incident Reports to be included in the Monthly Status Report and verbal notifications provided to DEP Contract Manager as needed. 2. A copy of an Employee Training Log shall be provided monthly showing the required training for employees performing services under this contract, and either the planned or actual dates of corresponding employee training.	
A4	Groundwater Monitoring Plan Implementation				Reporting according to Discharge Monitoring Reports (DMRs) per Administrative Agreement, National Pollutant Discharge Elimination System (NPDES) permit, or other Department issued orders as may be effective, issued, or amended during contract period for the subject site/facilities.	
A5	Surface Water Monitoring Plan Implementation				Reporting according to DMRs per Administrative Agreement, NPDES permit, or other Department issued orders as may be effective, issued, or amended during contract period for the subject site/facilities.	
A6	Project Coordination, Direction & Reporting				Include activity summary information in the Monthly Status Report including Monthly Site Meeting minutes between DEP contract manager, Receiver, Engineer, and Contractor's team.	
A7	Liability Insurance Coverage (Including Pollution Liability)				Copy of effective Insurance Policy showing policy type, coverage limits, and policy term.	
	July 25, 2005 Ball Mill Lube Oil Leak and Cleanup	\$16,884			Copy of related invoices, and identification of costs for personnel and equipment used to contain and cleanup the July 25, 2005 Ball Mill Lube Oil Tank Leak.	
	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 piezometer 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: \$10,790,485

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⁾ 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.	\$ 6,971,211 \$ 2,021,268 \$ 0.00	\$ 10.70 / 1,000 gal. \$ 8.51 / 1,000 gal. \$ 0.00 / 1,000 gal.		Weekly Water Report spreadsheet including, but not limited to: - daily rainfall, pond water levels, and water volumes for each consumption method (i.e., Double-lime, RO, Spray Evaporation, or Spray Irrigation), - daily measured ammonia nitrogen and estimated total nitrogen concentrations at Outfall 003, - calculated daily total discharge load in lbs. for total nitrogen and ammonia nitrogen at Outfall 003, and - the total discharge volume at Outfall 003, the 15-day rolling average and 30-day rolling average ammonia nitrogen and total nitrogen load (in lbs.) at Outfall 003. The Weekly Water Report shall reflect the weekly period from Tuesday - Monday of a given week and be submitted to the Department within 48 hours of the end of the weekly period. The content and format for the Weekly Water Report shall be as agreed upon by the Department Contract Manager.	Monthly Invoice line items shall be provided as follows: 1. Each monthly invoice shall specify the total water consumption for each day in the period based on: - measured water consumption volumes (by final disposal / discharge method) for double lime, RO permeate, and/or spray irrigation discharges in accordance with Note ⁽¹⁾, and - spray evaporation consumption based on the reported Operation Factor for the period, and the agreed upon monthly adjusted baseline evaporative loss design rates in Note ⁽²⁾, corresponding to each Department approved spray evaporation system. Retainage: None, unless otherwise specified in Change Order after contract execution.
	Spray Evaporation Consumption Adjustment	See B1	See B1			2. An additional invoice line item shall be added to reflect any invoiced amount or credit to be applied for an anticipated semi-annual "Spray Evaporation Consumption Adjustment" that will be determined based on semi-annual water balance modeling results provided by the Engineer. The water balance modeling results, or an alternative method proposed by the Engineer where mutually agreed upon, will be used to determine the spray evaporation consumption taking into consideration the measured or estimated water inputs/outputs and changes in water inventory.
B2	Year 1, Additional 10.6 MGal / inch rainfall above 55 inches Year 2, Additional 7.1 MGal / inch rainfall above 55 inches Year 3, Additional 4.1 MGal / inch rainfall above 55 inches	NA	\$ 12.40 / 1,000 gal. \$ 13.02 / 1,000 gal. \$ 14.66 / 1,000 gal.			3. Pursuant to the Contract terms, an additional invoice line item shall be added at the end of Years 1, 2, and 3 to reflect any additional "Contract Allowance for Rainfall greater than 55 inches/year."
B3	Year 1, Debited 10.6 MGal / inch rainfall less than 50 inches Year 2, Debited 7.1 MGal / inch rainfall less than 50 inches Year 3, Debited 4.1 MGal / inch rainfall less than 50 inches	NA	\$ 5.63 / 1,000 gal. \$ 5.63 / 1,000 gal. \$ 1.66 / 1,000 gal.			4. Pursuant to the Contract terms, an additional invoice line item shall be added at the end of Years 1, 2, and 3 to reflect any "Contract Deduction for Rainfall less than 50 inches/year."
B4	Years 1-2, Allowance for variation in drainable pore water volume and rate Years 3-5, Allowance for variation in drainable pore water volume and rate	\$211,500 \$70,500	NA NA			5. A monthly invoice line item shall include a uniformly allocated "Pore Water Allowance" cost based on the lump sum amount for the indicated period. Accordingly, Years 1-2 shall be invoiced for a total not to exceed \$211,500, or \$8,812.50 / month and Years 3-5 shall be invoiced for a total not to exceed \$70,500, or \$1,985.34 / month.

Task B, Total Lump Sum: \$9,274,479 ⁽³⁾

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DESCRIPTION		Fixed-Price	Lump Sum Unit Rate	APPROVAL PERIOD ⁽⁵⁾	DELIVERABLES	PAYMENT BASIS ⁽⁸⁾
C. CLOSURE CONSTRUCTION ACTIVITIES						1. Invoice based on Percent Complete, approved by Third Party Engineer, of the lump sum amount for each construction phase and each work segment.
	RESERVOIR SLOPE COVER (All 4 Ponds)					
C1	Reservoir Slope Cover (All 4 Ponds)	\$6,543,346	⁽⁴⁾	10		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.
	PHASE III - NGS-S COMPARTMENT					
C2a	NGS-S Reservoir (2005)	\$4,136,718	⁽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)	\$842,958	⁽⁴⁾	10	Monthly submittals with Closure Construction Invoice: - Weekly construction meeting minutes, prepared by Engineer - Copies of agenda/minutes from ad hoc construction coordination and update meetings - Percent completion of each phase of each activity and work element - Conditional acceptance by Engineer of each phase/work element for invoicing of closure construction activities. See Note ⁽⁴⁾.	
C2c	OGS Cap Areas (2005)	\$956,053	⁽⁴⁾	10		
C2d	NGS-N Relief Ditch (2005)	\$912,406	⁽⁴⁾	10		
C2e	Re-Closure of NGS-N Relief Ditch if Used for Disposal of Plant Scale (at FDEP's Option)	\$1,413,000	⁽⁴⁾	10		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.
	STACK SLOPES AND DITCHES				End of Construction Phase: - Engineer's certification of completion of construction for each activity - As Built drawings for each activity	
C3a	Phase I Slopes - OGS (2005)	\$2,540,065	⁽⁴⁾	10		
C3b	Phase II Slopes - NGS (2006)	\$3,163,511	⁽⁴⁾	10		
	COOLING/SLUDGE PONDS & DITCHES					
C4a	NCP Closure	\$3,178,598	⁽⁴⁾	10		
C4b	SCP Closure	\$9,123,547	⁽⁴⁾	10		
C5	Gypsum Fill Management	\$305,877	⁽⁴⁾	10		3. Invoices may include a lump sum allocation for stored materials under Task C3a (Phase I Slopes) where provided in accordance with Note ⁽⁹⁾ below.

Task C, Total Lump Sum: \$33,116,079

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

Notes:

- ⁽¹⁾ For days where the calculated 30-day rolling average ammonia nitrogen discharge is greater than 20 lbs./day and less than or equal to 50 lbs./day, the "billable consumption volume" for discharges to Bishop Harbor will be adjusted to reflect 90% of the actual corresponding volume (i.e., equivalent to 0.9 times the lump sum unit price for <= 50 lbs./day ammonia nitrogen). For days where the calculated 30-day rolling average ammonia nitrogen discharge is greater than 50 lbs./day, the "billable consumption volume" for discharges to Bishop Harbor shall be shown as zero. For days where the calculated 30-day rolling average ammonia nitrogen discharge is less or equal to 20 lbs./day, the "billable consumption volume" for discharges to Bishop Harbor shall be the water treatment volume.

- ⁽²⁾ Monthly Adjusted Baseline Evaporative Loss Design Rates are provided below, for each Department approved system, based on 24-hour/day, 7-days/week operation with an Operating Factor of 0.80.

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

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

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

Spray Consumption Factors

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

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

When operating at sprayfield pressures between 25 and 50 psi, the Net Spray Consumption (MGD) at the given operating pressure may be determined by interpolating or extrapolating the Spray Consumption Factor from those shown in the corresponding table, multiplied by the listed monthly Net Spray Consumption (MGD) for the values at 50 psi to yield the reduced Net Spray Consumption (in MGD) for periods during that month when operating at pressures between 25 and 50 psi.

- SE-3, Spray Evaporation System in South Cooling Pond (SCP) Internal Dams and Ditch Area between Dams.
- SE-4, Spray Evaporation System in North Cooling Pond (NCP).
- SE-7, Spray Evaporation System along the northern and western dikes of SCP-N.
- SE-10, Spray Evaporation System addition in process water return canal.

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

Spray Consumption Factors

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

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

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

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

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

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

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

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

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

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

⁽⁹⁾ In accordance with Change Order SP644-011, invoices for Task C3a (Phase I Slopes) may include a percent complete and corresponding lump sum allocation reflecting stored silica gravel to be used during the installation of drains associated with this Task, where the stored material quantity and value has been approved by the Engineer. Supporting documentation shall be provided with the invoice for the Engineer's review to determine that the stored materials conform to that specified for the task.

⁽¹⁰⁾ In accordance with Change Order SP644-012, the Year 1-2 lump sum amount for water consumption was adjusted from \$7,624,007 to 6,971,211 based on Year 1 adjustments for rainfall deficit, 30-day rolling average ammonia-nitrogen treatment compensation, and OGS-N fresh water input adjustments.

⁽¹¹⁾ In accordance with Change Order SP644-013, invoices for Task C3b (Phase II Slopes) and C4b. (SCP) may include a percent complete and corresponding lump sum allocation reflecting stored silica gravel and HDPE piping, manholes, and related structures to be used during construction associated with these Tasks, where the stored material quantity and value has been approved by the Engineer. Supporting documentation shall be provided with the invoice for the Engineer's review to determine that the stored materials conform to that specified for the task.

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**ATTACHMENT C
TABLE 1**

**CLOSURE TASK BREAKDOWN
PINEY POINT - ITN 2005002C**

Item	Closure Construction Element		Engineer's Estimate	CDM BAFO Estimate	CDM BAFO PRICE	Computed Unit Rate	CDM BAFO Unit Rate	Totals
C1	ITEM C1. RESERVOIR SLOPE COVER (All 4 Ponds)							
	Soil Cover (NGS-N, OGS-S & OGS-N Lined Slopes)	cy	270,000	270,000	\$ 3,350,000	\$ 12.41	\$ 12.41	
	Soil Cover (NGS-S Lined Slopes - From C2)	cy	130,000	140,000	\$ 1,580,924	\$ 11.29	\$ 11.29	
	80-Mil HDPE Liner (Crest Roads)	sf	175,000	175,000	\$ 120,000	\$ 0.69	\$ 0.69	
	Drain Composite (All 4 Ponds)	sy	85,000	85,000	\$ 816,000	\$ 9.60	\$ 9.60	
	Sodding NGS-N, OGS-S & OGS-N Slope Cover	ac	40	40	\$ 351,700	\$ 8,792.50	\$ 8,792.50	
	Sodding NGS-S Slope Cover (From C2)	ac	18	18	\$ 158,300	\$ 8,794.44	\$ 8,794.44	
	Seed or Sod (Soil Crest Cover)	ac	4	4	\$ 9,400	\$ 2,350.00	\$ 2,350.00	
	Other Ancillary (See Notes 16 and 17)	lump	lump	lump	\$ 157,022	-	-	
								TOTAL ITEM C1
								\$ 6,543,346
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	cy	3,000	3,000	\$ 30,794	\$ 10.26	\$ 11.29	
	Seed or Sod (West Dike Crest Road)	ac	1	1	\$ 2,342	\$ 2,341.67	\$ 2,341.67	
	Outlet Structure	lump	lump	lump	\$ 10,000	-	-	
	NGS-S Reservoir - Soil Cover Mobilization (see Note 6)	lump	lump	lump	\$ 3,083	-	-	
	Other Ancillary	lump	lump	lump	\$ 342,349	-	-	
	(Note: Soil cover and associated drain composite and sodding were moved from Item C2 to Item C1)							
	Task C2b. NGS-S Cap Area (2005)							
	Gypsum Fill (see Note 12)	cy	5,000	46,700	\$ 278,962	\$ 5.97	\$ 5.97	
	40-Mil HDPE Liner (see Note 7)	sf	500,000	354,250	\$ 152,645	\$ 0.431	\$ 0.40	
	Soil Cover (See Note 26)	cy	25,000	29,150	\$ 290,400	\$ 9.96	\$ 11.29	
	Seed or Sod	ac	10.5	10.5	\$ 24,588	\$ 2,341.67	\$ 2,341.67	
	Outlet Structure	lump	lump	lump	\$ 10,000	-	-	
	NGS-S Cap Area Soil Cover Mobilization (see Note 6)	lump	lump	lump	\$ 38,771	-	-	
	Other Ancillary (see Note 34)	lump	lump	lump	\$ 47,593	-	-	
	Task C2c. OGS Cap Areas (2005)							
	Gypsum Fill (see Note 13)	cy	10,000	39,500	\$ 235,953	\$ 5.97	\$ 5.97	
	60-Mil HDPE Liner (see Note 8)	sf	450,000	419,487	\$ 215,462	\$ 0.514	\$ 0.47	
	Soil Cover (see Note 26)	cy	24,000	33,600	\$ 344,479	\$ 10.25	\$ 11.29	
	Seed or Sod	ac	7.5	7.5	\$ 17,563	\$ 2,341.67	\$ 2,341.67	
	Outlet Structures (2)	lump	lump	lump	\$ 6,000	-	-	
	OGS Cap Areas Soil Cover Mobilization (see Note 6)	lump	lump	lump	\$ 34,942	-	-	
	Other Ancillary (see Note 35)	lump	lump	lump	\$ 101,654	-	-	
	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)	ac	5	5	\$ 11,708	\$ 2,341.67	\$ 2,341.67	
	Amended Gypsum Grassing (From C3)	ac	10	10	\$ 6,663.64	\$ 6,663.64	\$ 6,663.64	
	Outlet Structure	lump	lump	lump	\$ 3,000	-	-	
	NGS-N Relief Ditch Soil Cover Mobilization (see Note 6)	lump	lump	lump	\$ 23,204	-	-	
	Other Ancillary (see Note 36)	lump	lump	lump	\$ 144,059	-	-	
	Task C2e. Re-Closure of NGS-N Relief Ditch if Used for Disposal of Plant Scale (at FDEP's Option)							
	60-Mil HDPE Liner	sf	500,000	500,000	\$ 235,000	\$ 0.47	\$ 0.47	
	Soil Cover	cy	50,000	50,000	\$ 531,000	\$ 10.62	\$ 10.62	
	Sodding	ac	12	12	\$ 105,000	\$ 8,750.00	\$ 8,750.00	
	Outlet Structure Modification	lump	lump	lump	\$ 3,800	-	-	
	Gypsum Fill (Encapsulate Scale)	cy	75,000	75,000	\$ 273,000	\$ 3.64	\$ 3.64	
	Gypsum Borrow Area Work							
	Remove & Restore Soil Cover	cy	25,000	25,000	\$ 93,500	\$ 3.74	\$ 3.74	
	Remove & Replace 40-Mil Liner	sf	350,000	350,000	\$ 139,000	\$ 0.40	\$ 0.40	
	Restore Grass (Seed or Sod)	ac	8	8	\$ 18,400	\$ 2,300.00	\$ 2,300.00	
	Other Ancillary	lump	lump	lump	\$ 14,300	-	-	
								TOTAL ITEM C2
								\$ 8,261,135.00
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	lf	5,500	5,610	\$ 647,240	\$ 115.37	\$ 115.37	
	Soil Cover (see Note 24)	cy	80,000	43,000	\$ 543,251	\$ 12.63	\$ 12.63	
	Soil Cover (OGS Slope Pond) (See Note 24)	cy	80,000	7,565	\$ 95,574	\$ 12.63	\$ 12.63	
	Soil Grassing							
	Seeding (Stormwater Ponds)	ac	3	3	\$ 7,031	\$ 2,343.75	\$ 2,343.75	
	Sodding (Runoff Ditches)	ac	13	13	\$ 114,263	\$ 8,789.47	\$ 8,789.47	
	Amended Gypsum Grassing	ac	23	23	\$ 153,264	\$ 6,663.64	\$ 6,663.64	
	Additional Panel Drains - OGS (see Note 30)							
	OGS Slope Pond and OGS-N Cap Area	lump	lump	lump	\$ 21,941	-	-	
	Phase I (OGS) Ditches	lump	lump	lump	\$ 10,749	-	-	
	Deepening the OGS-S South slope seepage drain (see Note 32)	lump	lump	lump	\$ 90,000	-	-	
	Regrading - west slope of the NGS-N (See Note 38)	lump	lump	lump	\$ 2,487	-	-	
	Other Ancillary (see Note 37)	lump	lump	lump	\$ 200,586	-	-	
								TOTAL TASK C3a
								\$ 2,540,065

**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	lf	7,000	7,140	\$ 823,760	\$ 115.37	\$ 115.37		
	Soil Cover (see Note 25)	cy	70,000	81,200	\$ 1,025,860	\$ 12.63	\$ 12.63		
	Soil Grassing								
	Seeding (Stormwater Pond)	ac	13	13	\$ 30,469	\$ 2,343.75	\$ 2,343.75		
	Sodding (Runoff Ditches)	ac	6	6	\$ 52,737	\$ 8,789.47	\$ 8,789.47		
	Amended Gypsum Grassing	ac	22	22	\$ 146,600	\$ 6,663.64	\$ 6,663.64		
	Additional Panel Drains - Phase II (NGS) Ditches (see Note 30)	lump	lump	lump	\$ 5,248			Total Task C3b	TOTAL ITEM C3
	Repair NGS-S South Slope Cavities (see Note 31)	lump	lump	lump	\$ 8,373	-	-		
	Other Ancillary	lump	lump	lump	\$ 95,759	-	-	\$ 3,163,511	\$ 5,703,576.00
C4	ITEM C4. COOLING/SLUDGE PONDS & DITCHES								
	Task C4a. NCP Closure								
	Earthwork (Soil)	cy	200,000	45,718	\$ 311,918	\$ 6.82	\$ 6.82		
	Earthwork (Soil) - Quantity at Credit Rate (See Note 43)	cy	--	152,332	\$ 429,979	\$ 2.82			
	80-Mil HDPE Liner (Runoff Ditches)	sf	100,000	100,000	\$ 68,500	\$ 0.685	\$ 0.69		
	40-Mil HDPE Liner	sf	1,300,000	1,300,000	\$ 514,800	\$ 0.396	\$ 0.40		
	Drains	lf	2,500	2,560	\$ 293,880	\$ 114.80	\$ 114.80		
	Soil Cover	cy	110,000	103,184	\$ 1,400,008	\$ 13.57	\$ 13.57		
	Soil Grassing								
	Seeding (Cap Areas)	ac	30	30	\$ 70,292	\$ 2,343.08	\$ 2,343.08		
	Sodding (Runoff Ditches)	ac	4	4	\$ 35,180	\$ 8,795.00	\$ 8,795.00		
	Other Ancillary	lump	lump	lump	\$ 54,041			Total Task C4a	
								\$ 3,178,598	
	Task C4b.1 SCP-S Phase I Closure (see note 21)								
	Earthwork (Soil) (see Note 22)	cy	25,000	43700	\$ 298,034	\$ 6.82	\$ 6.82		
	80-Mil HDPE Liner (Process Water Sump) (see Notes 18)	sf	485,000	496,908	\$ 391,062	\$ 0.787	\$ 0.69		
	Construct SCP Relief Ditch	cy	--	11,000	\$ 38,304	\$ 3.48	--		
	Construct Partition Dike	cy	--	25,000	\$ 170,500	\$ 6.82	--		
	Grade/Dewater for Sump	lump	--	lump	\$ 37,000		--		
	Seepage Relief Drain	lf	--	470	\$ 58,656	\$ 124.80	\$ 114.80		
	Soil Grassing								
	Seeding (Limited Cap Areas for Process Water Sump)	ac	--	1	\$ 2,343	\$ 2,343.00	\$ 2,343.08		
	Other Ancillary	lump	lump	lump	\$ 117,242			Total Task C4b.1	
								\$ 1,113,141.00	
	Task C4b.2 SCP-S Phase II and SCP-N Closure								
	Earthwork (Soil) (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	lf	6,030	6195	\$ 711,166	\$ 114.80	\$ 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 - Detail 31/D6 (see Note 42)	lump	--	lump	\$ 46,913		--		
	12" HDPE SDR 21 Connector Pipe (OGS Drain to No. 1) Detail 31/D6 (see Note 42)	lump	--	lump	\$ 21,280		--		
	12" HDPE SDR 21 Connector Pipe (No. 2 to Point 6) Detail 31/D6 (see Note 42)	lump	--	lump	\$ 11,200		--		
	12" HDPE SDR 21 Culvert at 003 Road Crossing Detail 34/D7 (see Note 42)	lump	--	lump	\$ 4,453		--		
	36" Seepage Collection Manhole East of PWS (No. 2) Detail 31/D6 (see Note 42)	lump	--	lump	\$ 25,875		--		
	48" Seepage Collection Manhole North of SCP N Detail 40/D6 (see Note 42)	lump	--	lump	\$ 27,506		--		
	12" HDPE SDR 21 Connector Pipe to 48" Seepage Collection Manhole Detail 40/D6 (see Note 42)	lump	--	lump	\$ 4,815		--		
	Soil Cover	cy	290,000	283230	\$ 3,370,390	\$ 11.90	\$ 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	--		\$ 690,041		--		
	SCP Stockpile Drains and 24-in. Sump (see Note 42)	lump	--		\$ 110,674		--		
	SCP Stormwater Control Structures (see Note 42)	lump	--		\$ 54,680		--		
	24-in. Relief Manhole at Process Water Sump (see Note 42)	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	--		\$ 12,656		--		
	Additional Ancillary, including Basin No. 2 (see Note 42)	lump	--		\$ 52,250		--		
	Other Ancillary (see Note 40)	lump	lump	lump	\$ 184,979			Total Task C4b.2	TOTAL ITEM C4
								\$ 8,010,406	\$ 12,302,145
	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 (see Note xx)	cy	--	11,500	\$ 43,930	\$ 3.82	\$ 3.82		
	Gypsum from OGS S. berm to Phase II NGS Slopes	cy	--	3,700	\$ 25,789	\$ 6.97	\$ 6.97	Total Task C5b.	TOTAL ITEM C5
	Gypsum/Soil mix stockpile - SCP Process Water Sump Partition	cy	--	25,000	\$ 109,000	\$ 4.36	\$ 4.36	\$ 178,719	\$ 305,877
ITEM C - CLOSURE CONSTRUCTION TOTAL								\$ 33,116,079	
See Notes on Following Page.									

**ATTACHMENT C
TABLE 1**

**CLOSURE TASK BREAKDOWN
PINEY POINT - ITN 2005002C**

Item	Closure Construction Element	Engineer's Estimate	CDM BAFO Estimate	CDM BAFO PRICE	Computed Unit Rate	CDM BAFO Unit Rate	Totals
<u>NOTES:</u> - 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. - 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. - 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. - 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. - 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. - 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. - 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. - 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. - 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. - Task quantity and lump sum amount modified per March 19, 2007 Dispute Resolution Agreement - Remaining Cooling Pond Closures - 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.							