

Contract No. **CM1734****Bid No. NC11-004****SECTION 00 52 15****AGREEMENT**

THIS AGREEMENT is dated as of the 9th day of May in the year 2011, by and between the Board of County Commissioners, Nassau County (Owner) and COMANCO Environmental Corporation, 4301 Sterling Commerce Drive, Plant City, Florida 33566 (Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

**1.01** Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project consists of the construction of the final closure cover system and improvements to the landfill gas collection and control system (GCCS). The Work of this construction project includes construction of the final closure cover system for the remaining open portions (crest, east/southeast slope) of the Slurry Wall Class I Landfill, to the limits and elevations shown on the plans, and the modification of the GCCS over the entire landfill area as shown on the plans.

All work shall be in accordance with the construction drawings, specifications, FDEP Permit No. 0002870-014-SF and contract documents.

**ARTICLE 2 - THE PROJECT**

**2.01** The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**West Nassau Landfill Closure Project**

**Bid Number NC11-004**

**Nassau County, Florida**

**ARTICLE 3 - ENGINEER OF RECORD**

**3.01** The Project has been designed by Golder Associates Inc., who is to act as the County's representative, assume all duties and responsibilities, and have the rights and authority

assigned to Engineer of Record in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

#### **ARTICLE 4 - CONTRACT TIMES**

##### **4.01 Time of the Essence**

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. The Contractor hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" of the County and to fully complete the project as specified in Section 4.02 of this Agreement.

##### **4.02 Days to Achieve Substantial Completion and Final Payment**

The Work will be substantially completed within 548\_ days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 45 calendar days from the date of substantial completion.

##### **4.03 Liquidated Damages**

- A. Contractor and the County recognize that time is of the essence of this Agreement and that the County will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed on time. Accordingly, instead of requiring any such proof, the County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the County \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the County, Contractor shall pay the County \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

**5.01** The County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 25 "Payments to Contractor" of the General Conditions and Paragraphs 5.01A and 5.01 B below:

- A. For all Lump Sum Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in Contractor's Bid (attached hereto as an exhibit) for a Total of All Unit Prices of:

**Four Million Nine Hundred Twenty-Four Thousand Eight Hundred Seventy-Three Dollars and Eighty-Nine Cents (\$4,924,873.89)**

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer of Record as provided in paragraph 9.07 of the General Conditions. The final payment for all Unit Price Work shall be an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual completed and accepted quantity of each item. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

**ARTICLE 6 - PAYMENT PROCEDURES**

**6.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the County as provided in the General Conditions.

**6.02 Progress Payments; Retainage**

- A. The County shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be

measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer of Record may determine or the County may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
  - a. 90% percent of the Work completed (with the balance being retainage
  - b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - c. At 50% completion, no additional amounts will be retained unless the Engineer of Record and the County certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event will total retainage be more than 10 percent of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.
2. Upon Substantial Completion, the County shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Contract Price (with the balance being retainage), less such amounts as Engineer of Record shall determine or the County may withhold, for incomplete work and for other items in accordance with Paragraph 14.02 of the General Conditions.

**6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, the County shall pay the remainder of the Contract Price as recommended by Engineer of Record as provided in said Paragraph 14.07.
- B. Final payment/Release of Final Retainage must be approved by the Board of County Commissioners, Nassau County.

**ARTICLE 7 - INTEREST**

**7.01** All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

**ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

**8.01** In order to induce the County to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by the County and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer of Record is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

## **ARTICLE 9 - CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Addenda, if any
  - 3. General Conditions
  - 4. Supplementary Conditions
  - 5. Technical Specifications
  - 6. Construction Drawings
  - 7. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
    - b. Documentation submitted by Contractor prior to Notice of Award
    - c. Project Manual table of contents
    - d. Construction Drawing index
    - e. Performance Bond
    - f. Payment Bond

8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed
  - b. Work Change Directives
  - c. Change Orders
  - d. Certificate of Substantial Completion
  - e. Certificate of Final Inspection
  - f. Certificate of Engineer
  - g. Certificate of Final Completion
  - h. CONTRACTOR'S release
  - i. Drawings and plans
  - j. Supplemental Agreements
  - k. CONTRACTOR'S Waiver of Lien (Partial)
  - l. CONTRACTOR'S Waiver of Lien (Final and Complete)
  - m. Subcontractor/Vendor's Waiver of Lien (Final and Complete)
  - n. Consent of Surety to Final Payment
  - o. Instructions to Bidders
  - p. Contractor's Insurance Requirements, as set forth in the Bid Documents
  
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
  
- C. There are no Contract Documents other than those listed above in this Article 9
  
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be

bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**10.03 Successors and Assigns**

- A. The County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**10.05 Other Provisions**

None



IN WITNESS WHEREOF, the County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor, and Engineer of Record. All portions of the Contract Documents have been signed or identified by the County and Contractor or identified by Engineer of Record on their behalf.

This Agreement will be effective on the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver (which is the Effective Date of the Agreement).

OWNER

CONTRACTOR

Nassau County/Board of County Commissioners

COMANCO Environmental Corporation

Signed: *Walter J. Beaty*  
Title: Chairman

Signed: *Mark A. Topp*  
Title: President

Date: 5/23/11

Date: 5/5/11

[CORPORATE SEAL]  
Attest: *[Signature]*

[CORPORATE SEAL]  
Attest: *[Signature]* Tracy R. Johnson

Title: Ex-Officio Clerk

Title: CEO/ Secretary

Address for giving notices:  
Board of County Commissioners, Nassau County  
96135 Nassau Place, Suite 1  
Yulee, Florida 32097  
Phone: 904-491-7380 FAX: 904-321-5784

Address for giving notices:  
4301 Sterling Commerce Drive  
Plant City, FL 33566  
Phone: 813-988-8829 FAX: 813-496-7305

License CUC1224224, CGC046467

(Where applicable)

Approved as to form by County Attorney

Agent for service of process:  
*[Signature]*  
Signature

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

Contract No. CM1734

**Bid No. NC11-004**

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)



**ENVIRONMENTAL CORPORATION**

**CORPORATE CERTIFICATE**

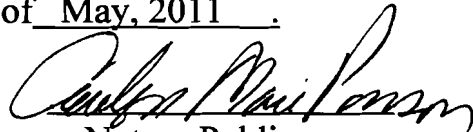
I, Tracy R. Johnson, certify that I am the CEO/Secretary of the corporation named as Contractor in the foregoing proposal; that Mark A. Topp, who signed, said proposal in behalf of the Contractor was the President of said COMANCO Environmental Corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of Florida.

This 5 day of May, 2011.

Signed .

Title Chairman/Secretary

Subscribed and sworn to before me this 5 day of May, 2011.

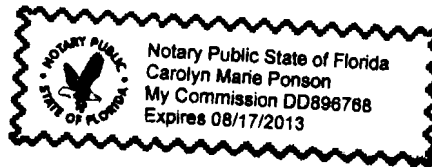
  
Notary Public

State of Florida  
County of Hillsborough

My Commission Expires

8/17/2013

Date



SECTION 00 55 00

NOTICE TO PROCEED

TO: THE COMANCO GROUP, INC.  
CONTRACTOR  
4301 Sterling Commerce Drive  
ADDRESS  
Plant City, Florida 33566-7372  
CITY STATE ZIP

PROJECT: West Nassau Landfill Closure  
Bid Number NC11-004  
Nassau County, Florida

You are hereby notified to commence work in accordance with the Agreement dated May 9, 2011.

The Contract time for Substantial Completion is 548 consecutive calendar days from the date of commencement.

The Contract time for Final Completion is 45 consecutive calendar days from the date of Substantial Completion.

The Contract time commences to run July 11, 20 11.

The date of Substantial Completion is January 9, 20 13.

The date of Final Completion is February 23, 20 13.

Nassau County Board of County Commissioners (or designee)

BY: 

TITLE: Director of Public Works


DATE: June 7, 2011

You are required to return an acknowledged copy of the Notice to Proceed to The Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Yulee, Florida 32097.

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged

this 17 day of June, 2011.

BY:  Mark A. Topp

TITLE: President

**Nassau County Solid Waste Department  
West Nassau Landfill - Final Closure  
Contract No. CM1734 (Bid No. NC11-004)**

**ALLOWANCE AUTHORIZATION  
(Line Item #4)**

Issued by: Golder Associates Inc.  
 To: Comanco Environmental Corporation  
 Allowance Authorization No.: 02  
 Date: 10/25/2011

Description: The following allowance is authorized:

1. Provide topographic surveying services along the perimeter of the limits of construction out to 50-feet on a 25-foot grid including grade breaks. Data provided must include a DTM file with the surface accurately depicted. The intent of this information is to create an accurate topographic map of the perimeter tie-in area to assist in the transition from the active closure area to areas that have been previously closed.

\$ 3,000.<sup>00</sup> + 15% markup.

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Total: \$ 3,450.<sup>00</sup>

Additional Time Authorized: NA Days (Additional days must be approved by written Change Order)

Beginning Allowance Amount: \$ 600,000.00  
 Allowance Previously Authorized: \$ -  
 Remaining Allowance Available: \$ 600,000.00

Amount Authorized by this Allowance: \$ 3,450.<sup>00</sup>

Amount Remaining: \$ 596,550

Glenn R. Carwell III  
 Issued by: Glenn R. Carwell III, Senior Engineer and Associate  
 Golder Associates

Troy Watral Project Manager  
 Accepted by: Troy Watral, Project Manager  
 Comanco Environmental Corporation

Scott Herring 11/1/11  
 Approved by: Scott Herring, Director of Public Works  
 Nassau County, Florida

Charlotte J. Young 12/5/11  
 Approved by: Charlotte J. Young, Contract Manager  
 Nassau County



October 25, 2011

993-3928.103

Mr. Troy Watral  
Comanco Environmental Corporation  
4301 Sterling Commerce Drive  
Plant City, FL 33566-7372

**RE: ALLOWANCE REQUEST 02  
PERIMETER TIE-IN SURVEYING  
WEST NASSAU CLASS I ACTIVE LANDFILL CLOSURE CONSTRUCTION  
FDEP PERMIT NUMBER 0002870-014-SF  
CONTRACT NO. CM1734 (BID NO. NC11-004)**

Dear Mr. Watral:

Golder Associates Inc. (Golder) requests that Comanco prepare and submit an Allowance Request to Golder Associates for approval by Nassau County for Bartram Trail's surveying services associated with the perimeter tie-in data that Golder requested. Nassau County and Golder understand that these services are outside of the original scope of work and are requesting that the survey be conducted to assist with the transitioning from the final closure construction area to areas previously closed along the western and northern limits. As discussed, an accurate topographic survey along the limits of construction out to 50-feet beyond the limits is required to ensure the grading properly matches the final closure contours. Topographic data on a 25-foot grid and at all grade breaks and other pertinent features of the existing final grades must be provided along with a DTM file that accurately depicts the surface.

Based upon your email dated October 24, 2011, you expected the costs to be approximately \$3,000. Note that the Contract (Section 075-12 General Conditions, paragraph 12.01 C) between Nassau County and Comanco requires a 15% markup to be used.

Because this work needs to be done right away, please provide the requested Allowance Request this week. Should you have any questions or need additional information, please contact one of the undersigned.

Sincerely,

**GOLDER ASSOCIATES INC.**

  
Don E. Grigg  
Senior Project Engineer

  
Glenn R. Carwell III, CHMM  
Senior Engineer and Associate

Attachment: Allowance Authorization Form

cc: Mr. Lynn Diden, Landfill Foreman  
Ms. Charlotte Young, Nassau County Contract Manager  
Ms. Becky Hiers, PE, Nassau County Engineering Services

FN: G:\Projects\993\993-39\993-3928\103\100\_Correspondence\Allowances\#2 Perimeter Surveying\Allowance Request 002.docx

Golder Associates Inc.  
9428 Baymeadows Road, Suite 400  
Jacksonville, FL 32256 USA  
Tel: (904) 363-3430 Fax: (904) 363-3445 www.golder.com

Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America



Nassau County Solid Waste Department  
West Nassau Landfill - Final Closure  
Contract No. CM1734 (Bid No. NC11-004)

ALLOWANCE AUTHORIZATION  
(Line Item #4)

Issued by: Golder Associates Inc.  
To: Comanco Environmental Corporation  
Allowance Authorization No.: 03  
Date: 11/14/2011

RECEIVED  
CONTRACT MANAGEMENT  
2011 DEC -2 AM 10:23

Description: The following allowance is authorized:

- Additional materials, labor and equipment for the underdrain system associated with the revisions indicated on the Underdrain Design Package (issued on 10/20/11) as detailed in the cost estimate with backup including quantities for the increase in price over the original contract price (Attached). \$ 17,831.33

**Total:** \$ 17,831.33

Additional Time Authorized: NA Days (Additional days must be approved by written Change Order)

Beginning Allowance Amount:	\$ 600,000.00
Allowance Previously Authorized:	\$ <u>3,450.00</u>
Remaining Allowance Available:	\$ <u>596,550.00</u>

Amount Authorized by this Allowance: \$ 17,831.33

Amount Remaining: \$ 578,718.67

Glenn R. Carwell III Nov. 14, 2011  
 Issued by: Glenn R. Carwell III, Senior Engineer and Associate Date  
 Golder Associates

Froy Watral 11/18/2011  
 Accepted by: Froy Watral, Project Manager Date  
 Comanco Environmental Corporation

Scott Herring 11/27/11  
 Approved by: Scott Herring, Director of Public Works Date  
 Nassau County, Florida

Charlotte J. Young 12/5/11  
 Approved by: Charlotte J. Young, Contract Manager Date  
 Nassau County



UNDER DRAIN RE-DESIGN (Item 1)

**Thomas Raab**

**From:** Troy Watral  
**Sent:** Monday, October 31, 2011 11:56 AM  
**To:** ccarwell@golder.com; dgrigg@golder.com; Becky Hiers  
**Cc:** James Kicsak; Thomas Raab  
**Subject:** West Nassau Landfill Closure - Underdrain Cost Breakdown  
Chip,

Please find the cost breakdown adjustment as I have gone back thru everything over the weekend and have made the following considerations:

1. ~~Materials~~ - (5) Cleanouts with all accessories, (1) Sump with all accessories, additional #57 (SEE ATTACHED) granite material. ~~\$6,693.67~~ <sup>\$6,287.90</sup> + 15% markup (\$1018.18) = ~~\$8,712.85~~ <sup>\$7,306.08</sup>
2. ~~Equipment~~ - additional small tools used for the underdrain installation and layout (GPS and Laser Equipment, Stabilizing tools to hold risers in place). ~~\$5,040.38~~  
I eliminated the indirect cost associated with equipment for this task.
3. ~~Labor~~ - Additional (5) personnel required to complete the additional underdrain work to include prior and future layout work. ~~\$4,984.87~~. I eliminated the indirect costs associated with this work. (1 layout person, 2 operators, and 2 laborers)
4. ~~Total~~ ~~\$16,718.92~~ + 15% markup ~~(\$2,507.88)~~ = ~~\$19,226.80~~
5. ~~This does not include bond premium of 2%.~~

Please contact me with questions or comments.

Sincerely,



Troy Watral  
Project Manager  
COMANCO Environmental Corp.  
(813) 714-0980

11/1/2011

UNDER-DRAIN RE-DESIGN (Item 1)

COMANCO ENVIRONMENTAL CORP.

UNDER-DRAIN TAKE-OFF

DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST	NOTES:
Cleanouts					4" Schedule 80 pvc. South and East side slopes.
wye	5	EA	76.6	383	4" schedule 80 pvc.
45 degree elbow	5	EA	24.33	121.65	4" schedule 80 pvc prefer bell by spigot if avail.
blind flange	5	EA	66.04	330.2	4" schedule 80 pvc w/end caps and bolt kits.
solid pipe	40	LF	3.59	143.6	4" schedule 80 pvc solid pipe.
<b>Sump</b>					
Cap	1	EA	49.72	49.72	6" Schedule 80 pvc cap.
Solid Pipe	20	LF	6.92	138.4	6" Schedule 80 pvc solid pipe.
Blind Flange	1	EA	89.72	89.72	6" Schedule 80 pvc blind flange/end cap/bolt kit.
<b>LCR 1-6 Tie-ins</b>					
tee(s)	6	EA	12.56	75.36	4" schedule 80 pvc tees.
22.5 degree elbows	6	EA	28.63	171.78	4" schedule 80 pvc elbows.
Solid pipe	60	LF	3.59	215.4	4" schedule 80 pvc solid pipe.
<b>#57 granite</b>					pipe bedding per design 2,100 LF(2')(12")
Material	125	tons	32	4000	
Haul	125	tons	5	625	
				\$ 6,343.83	
			7% Tax	\$ 444.07	
			Total	\$ 6,787.90	
			15% Mark-up	\$ 1,018.18	
			<b>MATERIAL TOTAL</b>	<b>\$ 7,806.08</b>	

Nassau County Solid Waste Department  
West Nassau Landfill - Final Closure  
Contract No. CM1734 (Bid No. NC11-004)

ALLOWANCE AUTHORIZATION  
(Line Item #4)

Issued by: Golder Associates Inc.

To: Comanco Environmental Corporation

Allowance Authorization No.: 03-B

Date: 11/15/2011

Description: The following allowance is authorized:

- 1. Additional materials (only 40-mil liner) as detailed in the cost estimate with backup including quantiles for the increase in price over the original bid price for pipe boots (attached). \$ 6,511.67

**Total:** \$ 6,511.67

Additional Time Authorized: NA Days (Additional days must be approved by written Change Order)

Beginning Allowance Amount: \$ 600,000.00  
 Allowance Previously Authorized: \$ 21,281.33  
 Remaining Allowance Available: \$ 578,718.67

Amount Authorized by this Allowance: \$ 6,511.67

Amount Remaining: \$ 572,207.00

Glenn R. Carwell III Nov. 15, 2011  
 Issued by: Glenn R. Carwell III, Senior Engineer and Associate Date  
 Golder Associates

Froy Watral 11/18/2011  
 Accepted by: Froy Watral, Project Manager Date  
 Comanco Environmental Corporation

Scott Herring 11/27/11  
 Approved by: Scott Herring, Director of Public Works Date  
 Nassau County, Florida

Charlotte Young 12/5/11  
 Approved by: Charlotte Young, Contracts Administrator Date  
 Nassau County, Florida



November 15<sup>th</sup>, 2011

Mr. Chip Carwell  
Golder Associates  
9428 Baymeadows Road, Suite 400  
Jacksonville, FL 32256

**RE: WEST NASSAU LANDFILL CLOSURE I – Allowance Request #3 (40-mil LLDPE Liner)**

Mr. Carwell,

Below is the cost breakdown for the 40-mil LLDPE liner to be used for the pipe boots at the West Nassau Landfill project:

1) 40-mil UltraFlex Liner material & freight (including 15% mark-up):	\$6,087.67
2) Conformance Testing (including shipping costs):	<u>\$ 424.00</u>
<b>TOTAL COST:</b>	<b>\$6,511.67</b>

Sincerely,

Thomas Raab  
Project Engineer  
*COMANCO Environmental Corporation*



GSE Lining Technology, LLC.  
19103 Gundle Road  
Houston, TX 77073

# Sales Quotation

Page: 1 of 2  
Quotation date: 11/14/2011  
Expiration date: 12/14/2011  
Customer reference:

Phone: 281-443-8564 Fax: 281-230-5891

Quote to: **Comanco Environmental Corporation**

Ship to: **Comanco/West Nassau  
Callahan, FL,**

Attn:

4301 Sterling Commerce Drive  
Plant City, FL 33566

Telephone: 813-988-8829

Fax: 813-386-7395

Special conditions:

Payment terms: Net 60 Days

Shipping terms: Domestic - FOB Factory

Quotation number: 15487\_058-3

Line no.	Product code	Product description Ship method	Estimated quantity	Roll size	U/M	Unit price	Extended price
1	LDS-040AE-BBB-B-00	GSE UltraFlex 040 mil Avg 22.5'	19,575	870.00 x 22.50	SF	0.2291	4,484.63
2	FREIGHTSHT001	DOM. SHIPPING CHARGE Quoted LTL freight request 7-10 business days to deliver.	1		EA	809.0000	809.00
	GSE Standard						

Special conditions:

**Total USD \$ 5,293.63**

- Delivery & Price Escalation:** Unless otherwise noted above, prices are firm for 30 days from date of quotation. A Purchase Order from the Customer must be received by GSE within the 30 day period and customer must agree to take delivery of products within 30 days of issuance of a GSE Order Acknowledgement, or GSE reserves the right to escalate the prices for those products or cancel the order. The freight cost listed above is an estimate. Freight will be charged based on actual cost at time of shipment.
- Material Quote:** PRICES QUOTED ARE FOB FACTORY WITH FREIGHT ALLOWED
- Material Warranty:** Unless otherwise noted above, GSE manufactured products are sold with GSE's Standard Limited Material Warranty. GSE will pass through the original manufacturer's warranty for all products not manufactured by GSE.
- Shipping:** Unless noted otherwise, all geonets, geocomposites and geotextiles are shipped in enclosed vans and stacked horizontally.
- Quantities:** Any change in products, specifications or quantities by Customer will require a revised quotation and Order Acknowledgement. If Customer elects to purchase only a portion of the products, GSE shall have the right to adjust its pricing to reflect the impact of such election.
- Roll Sizes:** All roll sizes are approximate. Invoicing will be based on actual roll length shipped. On occasion, GSE reserves the right to ship no more than one (1) short roll per truckload, with a minimum allowance of (1) short roll per order for inventory control purposes. The definition of a short roll is one in which the length is equal to or is greater than 50% of the standard length for a particular product.
- Terms and Conditions:** GSE General Terms and Conditions of Sale shall apply to all transactions.
- Material Specifications:** Unless otherwise agreed in writing by a GSE authorized representative, GSE's standard property values, quality control testing procedures, and documentation apply to the products quoted.

# GSE® General Terms and Conditions of Sale

1. **NOTICE:** The offer, order acknowledgment, order acceptance, or sale of any products is conditioned upon the terms contained herein. Any additional or different terms proposed by the Purchaser are objected to and rejected and will not be binding upon GSE Lining Technology, LLC, unless specifically assented to in writing by GSE in the Order Acknowledgment or an Addendum to these terms and conditions.

2. **TAXES:** The prices quoted are without sales tax. Purchaser must provide GSE with a sales tax exemption certificate in order to avoid payment of sales tax imposed by law. Purchaser agrees it will reimburse GSE for the amount of all governmental taxes, excise and/or other charges (except taxes on or measured by net income) that GSE may be required to pay with respect to (a) the sale of any material delivered hereunder, and (b) the production or transportation of any material delivered hereunder.

3. **SHIPMENTS:** Purchaser shall order Products from GSE a reasonable time in advance of each shipment hereunder (if more than one shipment). Such order shall identify the Products ordered and shall include the quantity of Products, shipping instructions, and the desired delivery date. Any time stated for delivery by GSE is an estimate only and shall not form part of the contract. Any failure by GSE to deliver the Product by such time shall not be a breach or repudiation by GSE, and GSE shall not be liable to Purchaser for any loss or damage suffered by the Purchaser as a result of such failure. Title and Risk of Loss shall pass to Purchaser at the point of loading if Purchaser is purchasing the Products FOB Factory or Ex-works. If GSE is providing the carrier then title shall pass to Purchaser at the job site and Risk of Loss shall pass under the INCOTERMS specified in the GSE Order Acknowledgment. Where delivery of Product is delayed for any reason outside of the reasonable control of GSE or under the control of Purchaser, GSE reserves the right to amend the prices for the Product to those current at the date when delivery is made. If after giving release for shipment, Purchaser fails to take delivery at the job site, Purchaser shall be liable to GSE for any carrier imposed standby freight charges.

4. **PAYMENT:** Terms of payment shall be net thirty (30) days after the date of GSE's shipment, subject to change by written notice to Purchaser (except where otherwise provided on attached schedules). Any payment not received when due shall bear interest at the rate of 1 1/2% per month, eighteen percent per annum from the original due date, or the highest rate allowed by law, on the unpaid balance until paid in full. Any sale to Purchaser of GSE's Products is subject to GSE's approval of the credit worthiness of Purchaser. GSE reserves the right to require Purchaser to post a confirmed and irrevocable letter-of-credit in GSE's favor for the full amount of the purchase price.

5. **LIMITED MATERIAL WARRANTY:** GSE warrants to Purchaser that the Products delivered meet the written specifications stated in the GSE Order Acknowledgment and to be free from material manufacturing defects at the time of sale for a period of 90 days from date of shipment. Should any defects occur within the warranty period, GSE will replace the Products at no cost to the Purchaser. GSE shall not be liable to Purchaser for any indirect, special, consequential, or incidental damages resulting from a breach of this warranty. GSE's liability under this warranty shall in no event exceed the replacement cost of the Products sold to Purchaser. **THIS LIMITED MANUFACTURER'S WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BY ACCEPTING DELIVERY OF THE PRODUCTS, PURCHASER WAIVES ALL OTHER POSSIBLE WARRANTIES.**

The resale of Products by Purchaser to third parties shall be made subject to the terms and conditions stated in the GSE Limited Material Warranties for each Product. It shall be the responsibility of the Purchaser to incorporate the terms and conditions of the GSE Limited Material Warranty into all contracts of sale or offers of sale of Products to third parties. The effective date of the Limited Material Warranty will be the date the Products are shipped from any GSE facility. Purchaser shall indemnify and hold harmless GSE from any claims, demands, judgments, damages, or causes of action asserted against GSE by a third-party purchaser for breach of any express or implied warranty of fitness for a particular purpose or merchantability that would have been excluded except for the failure of Purchaser to incorporate the GSE Limited Material Warranty terms and conditions into Purchaser's contract with said third-party.

6. **CONTINGENCIES:** Neither Purchaser or GSE shall be liable for its failure to perform hereunder if performance is made impracticable due to any occurrence beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes, inability to obtain economic materials, governmental laws, ordinances, rules, regulations, standards or decrees, inability to obtain raw material, equipment or transportation, and any other similar or different occurrence.

7. **NON-WAIVER:** Failure of Purchaser or GSE to exercise any right hereunder upon one or more occasions shall not waive the right to exercise the same on another occasion.

8. **INSPECTION AND CONDITION OF THE PRODUCT:** The Purchaser shall carefully examine the Products on receipt of same. If Purchaser receives goods that it considers damaged, nonconforming, not within specifications, or otherwise unacceptable, Purchaser must so notify GSE in writing no later than two (2) business days from the date Purchaser learns of the nonconformity, but in no event no later than 90 days after the date of sale. Failure of such notice before GSE has the opportunity to respond, shall be deemed acceptance of goods as received. Goods may be returned only upon GSE's written consent after rejection by Purchaser in accordance herewith. GSE's liability to Purchaser shall in no event exceed the difference between the purchase price and the value as delivered.

9. **LIMITATION OF DAMAGES:** In no event shall GSE be liable to Purchaser for any special, indirect, consequential or incidental damages arising from this transaction. GSE's total liability is limited to amounts actually paid by Purchaser hereunder with respect to direct damages arising from Purchaser's lawful rejection of goods from GSE's breach of any applicable warranty, or at the option of GSE, replacement of the nonconforming Product with a conforming Product.

10. **RETURNS:** Goods may, under exceptional circumstances, be returned only upon GSE's written consent. A restocking charge of 20% plus any freight costs incurred by GSE will be applied to offset any credits allowed for materials returned in acceptable re-saleable condition. All products must be returned with manufacturer's roll numbers or Product numbers.

11. **ARBITRATION:** Any dispute, controversy, or claim arising in the connection with this Agreement shall be settled by binding arbitration as the sole remedy of the parties hereto, conducted in accordance with the American Arbitration Association Arbitration Rules for Commercial Disputes as in effect on the date of the Order Acknowledgment. The proceedings shall be conducted before a single arbitrator selected by the American Arbitration Association, and shall be concluded and an award rendered within ninety (90) days following selection. No award shall be made for punitive, incidental, special, exemplary, or consequential damages, including loss of profits or loss of business opportunity. The parties agree that any arbitration commenced under this provision shall take place in the State of Texas. The decision of the Arbitrator pursuant hereto shall be final and binding upon the parties.

12. **MISCELLANEOUS:** The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Texas. These terms and conditions hereof constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, either oral or written, between the parties hereto. There are no understandings or representations of any kind whatsoever, except as expressly set forth herein. This Agreement shall be binding upon and entire to the benefit of the respective successor and assigns of each of the parties hereto, but, any assignment or delegation thereof by either party without the prior written consent of the other party shall be void, except where such assignment or delegation is in connection with the sale of the business of GSE to which this Agreement relates. No modification or waiver of the terms and conditions hereof shall be binding on Purchaser or GSE unless approved in writing by an authorized representative, nor shall the terms and conditions hereof be affected by the acknowledgment or acceptance of purchase order forms containing additional or different terms or conditions, whether or not signed by an authorized representative of Purchaser or GSE. Neither course of performance nor course of dealing nor usage of trade shall be used to interpret, construe, qualify, modify, explain, or supplement any of the terms hereof.

13. **Force Majeure: (a) Definition:** As used in this quotation, a Force Majeure Event means any act or event, whether foreseen or unforeseen, that meets one or more of the following tests: (1)

The act or event prevents GSE in whole or in part, from performing its obligations to manufacture Products ordered by Purchaser, or satisfying any conditions on shipping Products to the Purchaser; (2) The act or event is beyond the reasonable control of and not the fault of GSE; (3) GSE has been unable to avoid or overcome the act or event by the exercise of due diligence by GSE. (b) Acts or Events Included in the Definition of Force Majeure Events: In the furtherance of avoidance of doubt, the definition of Force Majeure Events and not in limitation of the definition, each of the following acts and events is deemed to meet the requirements of the above section and to be a Force Majeure Event: hurricane, flood, fire, explosion, civil disturbance, act of God, military action, economic hardship, action of court or public authority, shortage of fuel for transportation by carriers, increase in fuel surcharges by carriers increase by more than five cents per gallon from the date of the quotation, shortage of raw materials, including resin, master batch, bentonite, carbon black, and zinc oxide, on an industry wide, region wide, or nation wide basis. The list of Force Majeure Events is not exhaustive, and the principle of ejusdem generis is not to be applied in determining whether a particular act or event qualifies as a Force Majeure Event under this section. (c) Suspension of Performance: Subject to the provisions of this section, GSE is excused from (1) whatever performance is prevented by the Force Majeure Event to the extent so prevented, and (2) satisfying whatever conditions precedent to Purchaser's obligations that cannot be satisfied to the extent they cannot be satisfied. (d) Written Report: (1) Upon the occurrence of a Force Majeure Event, not later than two working days after becoming aware of the occurrence of the event, GSE will furnish the Purchaser with a written report describing the particulars of the occurrence, including an estimate of its expected duration and probable impact on the performance of GSE's obligation to either manufacture or ship the Products ordered by Purchaser, and (2) during the continuation of the Force Majeure Event, GSE will timely furnish regular written reports updating the information required under this subsection. (e) Other Obligations: During the continuation of the Force Majeure Event, GSE will (1) exercise commercially reasonable due diligence to overcome the Force Majeure Event; (2) exercise commercially reasonable efforts to mitigate or limit the damage to Purchaser; (3) to the extent it is able, continue to perform its obligations under this conditions of the purchasing documents; (4) cause the suspension of performance to be on no greater scope and no longer in duration than the Force Majeure Event requires. (f) Termination: If the suspension of performance continues for a period of one week as a result of a Force Majeure Event, either party is entitled to terminate the agreement by giving a notice to the other party in writing. (g) Exclusive Remedy: The relief offered by this Force Majeure Event clause is the exclusive remedy available to GSE and the Purchaser, and they waive the protection of the Texas Business and Commerce Code and the common law defenses of impossibility and impracticability with respect to the Force Majeure Event and any event or act that might be deemed a force majeure event under the common law.

14. **Fuel Surcharge:** If the quoted price for GSE Products includes the freight charges from the GSE manufacturing facility to the Purchaser's facility or job site, the cost of freight has been determined as of the date of the quotation. Purchaser acknowledges and agrees that if GSE receives notification of a fuel surcharge of more than one fuel surcharge from its carriers after the date of the quotation and prior to delivery, then that fuel surcharge will be passed on to Purchaser for Purchaser's account. If GSE's selected carriers refuse to deliver any Products to Purchaser due to a Force Majeure Event, then Purchaser has the option of either arranging for shipment at its expense receiving a credit from GSE for the freight charges in the quotation, or terminating the transaction under this provision of the Force Majeure Event clause.

**Thomas Raab**

**From:** Carwell, Chip [chip\_carwell@golder.com]  
**Sent:** Monday, November 14, 2011 10:14 AM  
**To:** Thomas Raab; Grigg, Don  
**Cc:** Troy Watral; James Kicsak; bhiers@nassaucountyfl.com; Basilio Bonilla  
**Subject:** RE: West Nassau 40-mil LLDPE Boot Liner Roll Certification  
 Yes this is Golder's pricing. Please add \$100 for TRI's sampling and shipping costs, too.

**From:** Thomas Raab [mailto:traab@comanco.com]  
**Sent:** Monday, November 14, 2011 10:10 AM  
**To:** Carwell, Chip; Grigg, Don  
**Cc:** Troy Watral; James Kicsak; bhiers@nassaucountyfl.com; Basilio Bonilla  
**Subject:** RE: West Nassau 40-mil LLDPE Boot Liner Roll Certification

Thanks Chip. Is this Golder's conformance pricing? If not, please let me know where this pricing came from so we can coordinate.

Thomas P. Raab  
 Project Engineer  
 COMANCO Environmental Corporation

**From:** Carwell, Chip [mailto:chip\_carwell@golder.com]  
**Sent:** Monday, November 14, 2011 10:00 AM  
**To:** Thomas Raab; Grigg, Don  
**Cc:** Troy Watral; James Kicsak; bhiers@nassaucountyfl.com; Basilio Bonilla  
**Subject:** RE: West Nassau 40-mil LLDPE Boot Liner Roll Certification

**West Nassau Landfill**

TEST	ASTM METHOD	Number of Tests	UNIT COST	TOTAL COST	Turn Day
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**GEOSYNTHETIC TESTING**

**GEOMEMBRANE**

Carbon Black Content	D1603	1	\$43.00	\$43.00	:
Carbon Black Dispersion	D5596	1	\$43.00	\$43.00	:
Density/Specific Gravity	D792 / D1505	1	\$33.00	\$33.00	:
Tensile Properties	D6693 / D638	1	\$59.00	\$59.00	:
Thickness	D5994	1	\$21.00	\$21.00	:
Tear Resistance	D1004	1	\$48.00	\$48.00	:
Puncture Resistance	D4833	1	\$48.00	\$48.00	:
Asperity Height	GRI GM12	1	\$29.00	\$29.00	:

Include a total of \$324 for Conformance testing

**From:** Thomas Raab [mailto:traab@comanco.com]  
**Sent:** Monday, November 14, 2011 9:22 AM  
**To:** Grigg, Don

TESTING: \$324  
 SHIPPING: \$100

TOTAL: \$424

11/15/2011

**Cc:** Carwell, Chip; Troy Watral; James Kicsak; bhiers@nassaucountyfl.com; Basilio Bonilla  
**Subject:** West Nassau 40-mil LLDPE Boot Liner Roll Certification

Don,

Please see the attached roll certification for the 40-mil LLDPE roll on site. We are working on the pricing for the conformance testing right now, but need to know the required testing parameters for pricing.

Thanks,  
Thomas Raab  
Project Engineer

**COMANCO Environmental Corporation**  
4301 Sterling Commerce Drive  
Plant City, FL 33566-7372  
Office: (813) 988-8829 ext. 135  
Fax: (813) 988-8953  
E-mail: [traab@comanco.com](mailto:traab@comanco.com)



SAFETY • QUALITY • SERVICE



11/15/2011