



1715 North Westshore Boulevard, Suite 875  
Tampa, Florida 33607  
tel: 813 281-2900  
fax: 813 288-8787

January 26, 2010

Mr. John Power  
Operations Manager, Solid Waste Department  
Pasco County Utilities  
14230 Hays Road  
Spring Hill FL 34610

Subject: West Pasco County Class-I landfill, Construction of Ash Cell A-4  
Project PCU No 07-040.00, Bid No 09-017  
Change Order No. 1

Dear Mr. Power:

The construction contract for the above subject provides for an Owner Direct Purchase (ODP) tax savings program. RIPA and associates LLC, the construction contractor and CDM have identified a list of four (4) items that can be purchased directly by Pasco County (County) allowing a tax savings of \$ 82,600.93 to be realized through this program.

The cost of the materials and freight including sales tax for these four items is \$1,541,890.16. Four (4) executed originals of deductive Change Order No. 1 to the construction contract in this amount are attached, along with a draft Agenda Memo for your use. Following Board of County Commissioner approval of the Change Order, the County will need to issue purchase orders to each vendor, sans the sales tax. County shall confirm the validity of vendor quotes before accepting this change order. The entire process including issue of purchase orders shall be completed before the end of February 2010, in order to realize these tax savings and not delay the construction contractor.

RIPA and associates, LLC has negotiated the scope of material, freight, fees and terms and conditions of the order for each of the ODP items (see attached). These Purchase Orders should be attached to the County's Purchase Order. It is highly recommended that The County's purchase order indicate that the vendor must comply with the terms and conditions included in RIPA's purchase order and that no fabrication or manufacturing begin without the vendor's receipt of approved shop drawings. We also suggest that the County's purchase order state that, the County will not make payment without the prior written approval of RIPA and CDM.



Mr. John Power  
January 26, 2010  
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Should you have any questions regarding this change order please do not hesitate to contact us.

Sincerely

A handwritten signature in black ink, appearing to read 'R. Vaidya'.

Rajendra Vaidya, Ph.D., P.E.  
Environmental Engineer  
Camp Dresser & McKee Inc.

Enclosures

cc: Sarah Rodriguez, Pasco County  
Charles Flowers, Pasco County  
Aamod Sonawane, CDM  
Dick Nader, CDM





2870 Forbs Avenue  
Hoffman Estates, IL 60192

January 25, 2010

Quoted to: Pasco County  
Quoted to: Comanco-Nicholas Dille  
Fax Number: (813) 386-7386

Subject: Geosynthetic Material Quote  
Project: West Pasco Ash Monofill Cell A-4  
Location: Spring Hill, FL

CETCO is pleased to offer the following list of geosynthetic materials for your consideration and use on the above referenced project. Materials quoted are CETCO's standard products defined by our Certified Properties Sheets. We propose these products to meet the project specification with any clarifications noted below or on the following pages. It is the customers responsibility to ensure suitability of these products through the proper approval processes. Based upon the engineers estimated quantities CETCO offers the following:

<b>Product</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended</b>
<b>Bentomat ST</b>	<b>15' x 150' - 2250 sf</b>	<b>922,500 sf ( 410 rolls)</b>	<b>\$ 0.295 cents/sf</b>	<b>\$ 272,137.50</b>
<b>Freight</b>		<b>25</b>	<b>\$ 1,130.14</b>	<b>\$ 28,253.60</b>
<b>Bentonite Bags</b>	<b>50 lb. bags</b>	<b>45</b>	<b>\$ 7.12</b>	<b>\$ 320.40</b>
			<b>Total</b>	<b>\$ 300,711.49</b>

**Notes:**

- GCLs are shipped FOB our manufacturing facility in Cartersville, GA. **38,250 sf/truck**  
Freight is prepaid and added to the invoice as a separate item.
- Geotextiles are shipped FOB manufacturing facility in Ringgold, GA
- Geocomposites and geonets are shipped FOB manufacturing plant in Grand Prairie, TX.
- Bentomat ST, Bentomat SDN and Bentomat DN are manufactured with the "Super Groove" which eliminates the need to add supplementary bentonite in the longitudinal seams. Proper installation of Bentomat requires one 50 pound bag of granular bentonite per 10 rolls for end-of-roll seaming and detail work. Claymax 200R does not require any supplementary bentonite for the seams. All other Bentomat products will require one bentonite bag per roll ordered.

Thank you for the opportunity to provide this quotation. We appreciate your continued interest in CETCO geosynthetic products.

Best Regards,

Gary Ezell  
Technical Sales Manager  
CETCO Lining Technologies



## **Terms & Conditions:**

1. Payment terms are net 30 days, with approved credit.
2. Standard MQA testing as defined by CETCO's certified properties sheets is included, any additional testing required is outlined on the extra testing table and is not included as part of the material price.
3. All prices quoted are for *standard products* as defined by manufacturer certified property sheets unless otherwise noted on quotation.
4. All prices are FOB Plant unless otherwise specifically noted.
5. Prices quoted herein are valid for full truck load quantities only. Less than Truckload (LTL) quantities will be invoiced utilizing full truckload freight.
6. Customer is responsible for sales tax.
7. CETCO is not subject to retainage or backcharges.
8. Quotes are valid for 21 days from date.
9. Customer purchase orders will be honored for a maximum of 90 days from date accepted by CETCO for materials and 30 days for freight. After 30 days materials will be shipped to project site at the current going freight rate plus any applicable surcharges.
10. Typographical errors are subject to correction.
11. Allow up to three weeks for delivery of standard goods from the date order is accepted by CETCO. Non-standard goods make require longer delivery periods. Rush orders are subject to an Expedited Delivery Fee.
12. Oversized GCL rolls (201' to 250' in length) require 6" core tubes at additional cost.
13. GCL orders may contain up to 10% "short rolls". Short rolls are defined as > 100' but less than standard length.
14. Special orders for non-stock materials are subject to a 100% order cancellation charge.
15. Unloading time is limited to a maximum of two hours per truck.
16. Interface friction testing is not CETCO's responsibility as proper testing is dependent upon site specific adjacent materials.
17. Upon request CETCO can ship large product samples for the purpose of interface friction testing or construction quality assurance. Requestor is responsible for packaging and shipping costs.
18. All returned goods must be pre-approved by CETCO and are subject to roll quantity minimums and re-stocking fees. The following products are non-returnable: Claymax 200R, Claymax 600 CL, all geotextiles, all geonet, all geocomposite, and special ordered products.
19. Manufactured materials will be held at CETCO's plants free of charge for a maximum of two (2) weeks to allow the completion of pre-certification and CQA testing. After two weeks a storage fee of \$30.00 per day will apply regardless of quantity stored.
20. Materials ordered with no specific shipping date or indicated as "hold for customer release" will not be manufactured until release for shipment is granted or a tentative site receiving date has been provided.
21. A \$150.00 fee will be assessed to re-issue previously provided materials certification packages.
22. Non-woven geotextile GT 681 as well as all orders for non-standard roll widths and lengths shall be considered "Make-To-Order" (MTO) products. MTO geotextile product orders are subject to the following:
  - a. Orders must be a minimum of 25,000 SY and may include a 10% overage shipment.
  - b. MTO orders are subject to the following additional fees:
    - i. \$0.04/SY for 25,000 – 99,000 SY orders
    - ii. \$0.02/SY for orders > or equal to 100,000 SY.
  - c. Non-standard order fees:
    - i. 15% fee for orders less than 10 rolls
    - ii. \$100 fee for changes made the day before scheduled loading
    - iii. \$250 fee for changes made the day of scheduled loading,
    - iv. 25% of total order fee will be charged for any P.O. cancelled 30 days after placement.
23. CETCO will not be liable for any delay in the performance of orders or delivery of shipment of goods or for damages suffered by Buyer by reason of such delay if delay is directly or indirectly caused by, or any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, terrorism, governmental interference, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or any other cause or causes beyond the control of CETCO.
24. GCL product warranty is dependent upon proper installation of product, i.e. in accordance with currently dated CETCO's *Installation Guidelines – Bentomat Claymax Geosynthetic Clay Liners*.
25. If CETCO is required to take any action to collect sums due, Buyer will pay all costs of collection including responsible attorney fees.
26. These terms and conditions constitute the entire agreement between the parties, and there are no other agreements, oral or written, between the parties except as otherwise specifically stated herein.
27. Any damage to materials at time of delivery must be noted on the Bill of Lading.

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Cetco</b>	
Business name, if different from above <b>Colloid Environmental Technologies Co.</b>	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>2870 Forbs Avenue</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Hoffman Estates, IL 60192</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
OR								
Employer identification number								
3	6	3	7	4	1	5	2	1

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person	JOEL PENZICK	Date <b>3-13-09</b>
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#### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.



GSE Lining Technology, LLC  
 19103 Gundle Road  
 Houston, TX 77073  
 Tel: 800-435-2008  
 Fax: 281-230-0050

# Sales Quotation

Page: 1 of 1  
 Quotation Date: 1/14/2010  
 Quote Expiration: 2/15/2010  
 Customer Reference:

Quote To: **Comanco Environmental Corporation**  
 Attn:  
 4301 Sterling Commerce Drive  
 Plant City, FL 33566

Ship To: **Comanco / West Pasco Co Ash Landfill**  
 Attn:  
 New Port Richey, FL

Phone: 813-988-8829  
 Fax: 813-386-7395

Special Conditions:

Payment Terms: Net 60 Days  
 Shipping Terms: Domestic - FOB Factory  
 Quotation Number: 02331\_056-6

Line No.	Product Code	Product Description Ship Method	Estimated Quantity	Roll Size	U/M	Unit Price	Extended Price
1	HDT-060AE-BBB-B-00	GSE HD 2S Textured 060 mil Avg 22.5'	1,860,300	520.00 x 22.50	SF	0.2411	448,518.33
2	HRODS5MM	5 mm HD Welding Rod	90		BX	56.0000	5,040.00
3	FREIGHTSHT001	DOM. SHIPPING CHARGE Flat Bed	13		EA	1,637.4400	21,286.72
4	HDT-060AE-BBB-B-00	GSE HD 2S Textured 060 mil Avg 22.5'	105,300	520.00 x 22.50	SF	0.2411	25,387.83
5	FREIGHTSHT001	DOM. SHIPPING CHARGE	1		EA	1,637.0000	1,637.00
6	MISC001	Miscellaneous parts/charges	5,168		EA	0.6600	3,410.88
7	FREIGHTBFX001	DOM. SHIPPING CHARGE Flat Bed LTL 7-10 business day	1		EA	1,029.4900	1,029.49
8	FS2-300E-06-08-E-00	FabriNet UF w/ 6&8 oz/yd <sup>2</sup> MARV	1,845,000	180.00 x 15.00	SF	0.3380	623,610.00
9	FREIGHTDRND01	DOM. SHIPPING CHARGE Flat Bed	31		EA	924.4350	28,657.49
<b>Quote Total US \$</b>							<b>\$1,158,577.74</b>

Special Conditions:

- 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 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 the prices for those products will escalate according to changes in the price of resin as published in Plastics News.
- 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 Linking 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 DAMAGE:** 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 10% plus any freight costs incurred by GSE will be applied to offset any credits allowed for materials returned in acceptable re-salable 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 supercedes 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 enter 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, benzoic acid, 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 contract 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 or 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.

**COMANCO ENVIRONMENTAL CORPORATION**

4301 Sterling Commerce Dr., Plant City, Florida 33566  
 Phone: (813) 988-8829, Fax: (813) 988-8953

**PURCHASE ORDER**

PURCHASE ORDER NUMBER

**SAMPLE**

*So that you may be paid promptly, please reference Purchase Order Number on all invoices, B/L, shipping labels, packages and correspondence. See reverse side for billing instructions.*

PROJECT: West Pasco County Class I Landfill – Ash Cell A-4

OWNER: Pasco County BOCC

DATE: January 13, 2010

TERMS: NET 60 DAYS

MANUFACTURER: GSE Lining Technology, Inc.  
 19103 Gundle Rd.  
 Houston, TX 77073  
 Contact: Bob Killian, (281) 443-8564

SHIP TO: Pasco County Class I Landfill  
 14230 Hays Rd.  
 Spring Hill, FL 34610  
 Site Contact: Matt Remmert  
 (813) 323-4479

BUYER: COMANCO Environmental Corporation  
 4301 Sterling Commerce Dr.  
 Plant City, FL 33566

FOB: JOBSITE

SHIP VIA: TRUCK

DELIVER DATE: 2/2010

Seller shall furnish the goods described below:

APPROX QTY.	UNIT	DESCRIPTION	CODE	UNIT PRICE	AMOUNT
1,860,300	SF	GSE HD Text 2 Side 60mil, Avg. #6	Cells: HDT060A000	0.2411	448,518.33
90	EA	5mm HDPE Welding Rod #6	Welding Rod	56.000	5,040.00
13	EA	Freight #6	Freight	1,637.440	21,286.71
105,300	SF	GSE HD Text 2 Side 60mil, Avg. #9	Berms: HDT060A000	0.2411	25,387.83
1	EA	Freight #9	Freight	1,637.000	1,637.00
5,168	SF	Gundseal Seamstrips #9	SEG000N000	0.660	3,410.88
1	EA	Freight #9	Freight	1,029.490	1,029.49
1,845,000	SF	GSE FabriNet UF, 300 mil, 2 sided 6 oz. & 8 oz. #7	F82060080T	0.3380	623,610.00
31	EA	Freight #7	Freight	924.4350	28,657.49
		For Delivery Instructions, contact Matt Remmert			
<b>*TOTAL:</b>					<b>\$1,158,577.73</b>
*Note: This price does not include the Sales Tax amount of \$66,146.68					

Please Contact Matt Remmert @ 813-323-4479 for coordination and delivery instructions. Coordinate with COMANCO prior to shipment of material from factory.

SAMPLE

COMANCO ENVIRONMENTAL CORPORATION

TITLE: \_\_\_\_\_

SAMPLE

AUTHORIZED SIGNATURE

DATE: \_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

**Name (as shown on your income tax return)**  
**GSE LINING TECHNOLOGY LLC**

**Business name, if different from above**

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

**Address (number, street, and apt. or suite no.)**  
**19103 GUNDLE ROAD**

**City, state, and ZIP code**  
**HOUSTON TX 77073**

**Requester's name and address (optional)**

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
76	0101539

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ *Tanya E. Sloan* Date ▶ 1-1-2010

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,