

Amendment No. 4
To the Service Agreement for Sludge Dryer Project

This Amendment No. 4 to the Agreement made and entered into this ____day of _____, 20___, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Synagro-WWT, Inc., a corporation licensed to do business in Florida, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY entered into a Service Agreement for the Sludge Dryer Project, with the CONTRACTOR, dated April 5, 2001, ("AGREEMENT"), authorizing the operation of a sludge drying and pelletizing facility; and

WHEREAS, On September 19, 2006 the COUNTY approved Amendment No. 1 to the AGREEMENT, further defining and/or clarifying several areas of the AGREEMENT to enable accurate and concise record-keeping and requesting the CONTRACTOR to perform certain Capital Projects; and

WHEREAS, the AGREEMENT was further amended, most recently to extend the term through the end of the originally contemplated extension period; and

WHEREAS, the parties now wish to continue the term of the AGREEMENT as provided herein; and

WHEREAS, the CONTRACTOR has expressed a willingness and desire to provide the additional services required; and

WHEREAS, the AGREEMENT provides for additional services when approved by the County as an amendment to the AGREEMENT.

NOW, THEREFORE, the COUNTY and the CONTRACTOR, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER SET FORTH, AGREE AS FOLLOWS:

1. All provisions of the AGREEMENT, as amended, but excluding any terms included on any purchase order document, shall remain in full force and effect, except as modified herein.

2. Section 16.01(a) is amended to include the following provision:

At the conclusion of the second extension period, this Agreement will continue in effect for an additional five (5) year period. Thereafter the Agreement may be extended for up to three (3) additional five (5) year periods, provided the parties mutually agree in writing to each additional extension period. As referenced in Section 8.08, the period of performance following the conclusion of the initially contemplated term of 20 years is referred to as the “Continued Operation Period.”

3. Section 13.02 is amended to read as follows:

If this Service Agreement is terminated by the County due to an Event of Default by the Contractor, the Contractor shall pay the County an amount sufficient to make all repairs and replacements required pursuant to an inspection by the Independent Entity.

4. Section 13.03 is amended to read as follows:

If the Contractor terminates this Service Agreement for an Event of Default by the County, the County shall pay the contractor an amount equal to: (a) the Service Fee payable up to the effective date of termination; plus (b) all Direct Costs incurred by the Contractor in connection with such termination, including cancellation charges, if any, from contractors, subcontractors, or suppliers for which the Contractor shall provide Cost Substantiation.

5. A new “Section 13.09 Continued Operation Period Planned Shut-Down” is added to Article XIII as follows:

During the Continued Operation Period, the County may elect to initiate a planned shut-down of the Facility by providing the Contractor with a written notice of intent to terminate the Services Agreement pursuant to this section at least one hundred eighty (180) Days prior to the termination date. In the case of such termination, the County will pay the Contractor the amounts specified in Section 13.03; provided, however, that (a) the Contractor will undertake all

reasonable efforts and make all necessary operational and personnel arrangements to minimize the amounts due by the County; and (b) that such amounts in total will not exceed \$90,000.00, which will be the maximum amount due to the Contractor for termination pursuant to this section.

6. A new “Section 8.08 Component Lifespan Projects” is added to Article VIII as follows:

Once the Contractor begins performance during the Continued Operation Period, it is anticipated that some components of the Facility will begin to reach the end of their expected useful life. The Contractor will notify the County within seven (7) calendar days in writing each time during the Continued Operation Period that the Contractor becomes aware that a Facility component has reached, or is imminently likely to reach, the end of its useful life and will necessitate a repair or replacement that goes beyond the performance required during the initial Contract period (“Component Lifespan Project”). For each Component Lifespan Project, the Contractor will prepare a project schedule and project cost proposal to conduct the necessary work. The County will review each proposed Component Lifespan Project, and if the proposal is acceptable to the County, the County will provide written authorization for the Contractor to perform the Component Lifespan Project in accordance with the procedures set out herein for County Capital Projects. The projects eligible for consideration as Component Lifespan Projects are: those described in the Component Lifespan Projects Exhibits (CLPE) attached to this Amendment, and incorporated by reference into the Agreement, or, for a component not listed in the CLPE, is a component that meets the Equivalent Service Expectations but has not been independently identified in the CLPE. Equivalent Service Expectations is defined as: The equipment’s useful operational life has been contractually kept intact per its required maintenance which has been performed as necessary, but due to circumstances that this maintenance cannot appropriately address, and because of the nature of its functionality, the equipment is subjected to continuous operation, including scheduled startup/shut downs resulting in fatigue failure and therefore can no longer be maintained in a reliable and/or safe operational state and consequently needs to be replaced.

In the event the County does not approve a Component Lifespan Project, the County may elect to terminate this Agreement as provided in Article XIII herein or to perform the Component Lifespan Project, in accordance with Contractor's proposal and project schedule, using its own contractor, provided that the parties first mutually execute an amendment to this Agreement establishing that the County will compensate Contractor, up to a not-to-exceed limit, for increases in Contractor's operational expenses that are the direct result of the County's failure to complete the project in accordance with Contractor's proposed schedule and specifications. Alternatively, the County may elect to continue performance under this Agreement, provided that the parties shall first mutually execute an amendment to this Agreement identifying each Component Lifespan Project subject to the amendment allowing continued operation, and further provided that the amendment establishes that if Contractor's ability to meet its obligations under this Agreement is impaired as a direct result of a Facility component failure that would have been prevented by the completion of a Component Lifespan Project that the County rejected, the County will be responsible for any resulting increased costs or expenses borne by the Contractor caused by the component failure up to a maximum not-to-exceed amount.

This Amendment No. 4 is effective the day and year first written above.

Synagro-WWT, Inc.

PINELLAS COUNTY, FLORIDA by and through its Board of County Commissioners

By: *Pamela Racey*
Pamela Racey
Title: Vice President

By: _____
Chairman

APPROVED AS TO FORM

By: *Miles Belknap*
Office of the County Attorney

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: *Constance Reynolds*

By: _____
Deputy Clerk

Component Lifespan Project Exhibit (CLPE)
 Equipment To Be Considered for Categorizing As A
 "Component Lifespan Project"

Use with Drawings
 ME-307 (marked-up)
 PI-002 (marked-up)

shown	DESIGNATION	ASSET DESCRIPTION AND ID	Covered
		EQUIPMENT GROUP	DRY MATERIAL HANDLING AND STORAGE / SCREENING (009)
	PARENT	PRE-SEPERATOR #11 (003)	Internal Wear/Corrosion (NOT LINED)
	CHILD	PRE-SEPERATOR #11 (003) - VESSEL	Internal Wear/Corrosion (NOT LINED)
	PARENT	POLYCYCLONE #11 (004)	Internal Wear/Corrosion (NOT LINED)
	CHILD	POLYCYCLONE #11 (004) - VESSEL	Internal Wear/Corrosion (NOT LINED)
	CHILD	POLYCYCLONE #11 (004) - CYCLONIC TUBES	No external wear/no structural
	PARENT	PRE-SEPERATOR POLYCYCLONE SCREW CONVEYOR #11 (007)	Internal Wear/Corrosion (Lined, subject to corrosion)
	PARENT	SCREEN FEED SCREW CONVEYOR #11 (008)	Internal Wear/Corrosion (Lined, subject to corrosion)
	PARENT	PELLET TRANSPORTER #11 (070)	Internal Wear/Corrosion (Lined, subject to corrosion)
	CHILD	PELLET TRANSPORTER #11 (070) - VESSEL	Internal Wear/Corrosion (Lined, subject to corrosion)
	CHILD	PELLET TRANSPORTER #11 (070) - TRANSPORT LINES	Internal Wear/Corrosion (Lined, subject to corrosion)
	PARENT	PELLET COOLER #11 (060)	Internal Wear/Corrosion (Lined, subject to corrosion)
	CHILD	PELLET COOLER #11 (060) - VESSEL	Internal Wear/Corrosion (Lined, subject to corrosion)
	CHILD	PELLET COOLER #11 (060) - COOLING FINS	Internal Wear/Corrosion (not lined)
	PARENT	SILO #01 (021.1)	Internal Wear/Corrosion (Lined, subject to corrosion)
	CHILD	SILO #01 (021.1) - DISCHARGE CONE	Internal Wear/Corrosion (Lined, subject to corrosion)
	PARENT	SILO #02 (021.2)	Internal Wear/Corrosion (Lined, subject to corrosion)
	CHILD	SILO #02 (021.2) - DISCHARGE CONE	Internal Wear/Corrosion (Lined, subject to corrosion)
	PARENT	SILO LOADOUT SCREW CONVEYOR #02 (25.1.1)	Internal Wear/Corrosion (Lined, subject to corrosion)
	PARENT	SILO LOADOUT SCREW CONVEYOR #01 (25.1.2)	Internal Wear/Corrosion (Lined, subject to corrosion)
	PARENT	SILO LOADOUT & PELLET OILING SCREW CONVEYOR #03 (25.2.1)	Internal Wear/Corrosion (Lined, subject to corrosion)
	PARENT	SILO LOADOUT SCREW CONVEYOR #04 (25.4.1)	Internal Wear/Corrosion (Lined, subject to corrosion)
	PARENT	RECYCLE BIN FEED SCREW CONVEYOR #11 (011)	Internal Wear/Corrosion (Lined, subject to corrosion)
	PARENT	RECYCLE BIN SCREW CONVEYOR TO MIXER #11 (014)	Internal Wear/Corrosion (Lined, subject to corrosion)
	PARENT	RECYCLE BIN BUCKET ELEVATOR #11 (012)	
	CHILD	RECYCLE BIN BUCKET ELEVATOR #11 (012) - Guide Wheels	External Wear/Corrosion (not lined)
	PARENT	FINAL PRODUCT BUCKET ELEVATOR #11 (019)	
	CHILD	FINAL PRODUCT BUCKET ELEVATOR #11 (019) - Guide Wheels	External Wear/Corrosion (not lined)
	PARENT	SILO LOAD OUT BUCKET ELEVATOR #01 (025)	
	CHILD	SILO LOAD OUT BUCKET ELEVATOR #01 (025) - Guide Wheels	External Wear/Corrosion (not lined)
	EQUIPMENT GROUP	Cake Handling and Feed / Mixing Building (004)	
	PARENT	WET CAKE MATERIAL BIN #11 (015)	Internal Wear/Corrosion (Lined, subject to corrosion)
	CHILD	WET CAKE BIN LIVE BOTTOM SCREW CONVEYOR #11 (016)	Internal Wear/Corrosion (Lined, subject to corrosion)
	CHILD	WET CAKE BIN LIVE BOTTOM SCREW CONVEYOR #12 (016)	Internal Wear/Corrosion (Lined, subject to corrosion)
	CHILD	WET CAKE BIN LIVE BOTTOM SCREW CONVEYOR - TROUGH (016)	Internal Wear/Corrosion (Lined, subject to corrosion)
	PARENT	WET CAKE MATERIAL BIN #11 (620)	Internal Wear/Corrosion (Lined, subject to corrosion)

Component Lifespan Project Exhibit (CLPE)
Equipment To Be Considered for Categorizing As A
"Component Lifespan Project"

Use with Drawings
ME-307 (marked-up)
PI-002 (marked-up)

CHILD	WET CAKE BIN LIVE BOTTOM SCREW CONVEYOR #11 (620)	Internal Wear/Corrosion (Lined, subject to corrosion)
CHILD	WET CAKE BIN LIVE BOTTOM SCREW CONVEYOR #12 (620)	Internal Wear/Corrosion (Lined, subject to corrosion)
CHILD	WET CAKE BIN LIVE BOTTOM SCREW CONVEYOR - TROUGH (620)	Internal Wear/Corrosion (Lined, subject to corrosion)
PARENT	CAKE MIXER #11 (017)	Internal Wear/Corrosion (Lined, subject to corrosion)
PARENT	CAKE TRANSFER SCREW CONVEYOR #11 (610.000)	Internal Wear/Corrosion (Lined, subject to corrosion)
PARENT	CAKE TRANSFER SCREW CONVEYOR #12 (610.001)	Internal Wear/Corrosion (Lined, subject to corrosion)
PARENT	CAKE TRANSFER SCREW CONVEYOR #13 (611.1.1)	Internal Wear/Corrosion (Lined, subject to corrosion)
EQUIPMENT GROUP	DRYER/INCINERATOR (007)	
PARENT	DRYER DRUM #11 (002)	Internal Wear/Corrosion (not lined)
CHILD	DRYER DRUM #11 (002) - TRUNNION ROLLERS	External Wear/Corrosion (not lined)
EQUIPMENT GROUP	REGENERATIVE THERMAL OXIDIZER (RTO) (033)	
PARENT	REGENERATIVE THERMAL OXIDIZER #11 (RTO)(ID540)	Internal Wear/Corrosion (Lined/Insulated, subject to corrosion)
CHILD	REGENERATIVE THERMAL OXIDIZER #11 (RTO)(ID540) - MEDIA AND REFRACTORY	Internal wear
PARENT	REGENERATIVE THERMAL OXIDIZER (RTO) - EXHAUST FAN #11 (540)	Internal Wear/Corrosion (not lined)
PARENT	REGENERATIVE THERMAL OXIDIZER (RTO) COMBUSTION AIR FAN (540) #11	Internal Wear/Corrosion (not lined)
EQUIPMENT GROUP	DRYER/BOILER AIR & FLUE GAS & DUCT (008)	
PARENT	ID FAN #11 (005) - HOUSING AND IMPELLAR	Internal Wear/Corrosion (Not lined)
PARENT	VENTURI SCRUBBER #11 (510)	Internal Wear/Corrosion (not lined)
CHILD	VENTURI SCRUBBER #11 (520) - EXHAUST FAN	Internal Wear/Corrosion (not lined)
EQUIPMENT GROUP	PRODUCT WEIGHING AND DISTRIBUTION	
PARENT	TRUCK WEIGHT SCALE	External wear and corrosion
CHILD	TRUCK WEIGHT SCALE - WEIGHT CELLS	External wear and corrosion
EQUIPMENT GROUP	PLANT AIR (020)	
PARENT	AIR COMPRESSOR #11 (080)	Internal and external wear and corrosion
EQUIPMENT GROUP	EMERGENCY AC OR DC POWER AND BATTERY CHARGERS (018)	
PARENT	EMERGENCY GENERATOR #01 (800)	Internal and external wear and corrosion
EQUIPMENT	NITROGEN (040)	
PARENT	NITROGEN STORAGE TANK #01 (600)	Internal Wear/Corrosion (unless lined)
CHILD	NITROGEN STORAGE TANK #01 (600) - VESSEL	Internal Wear/Corrosion (unless lined)
EQUIPMENT GROUP	INSTRUMENTATION AND CONTROLS (027)	

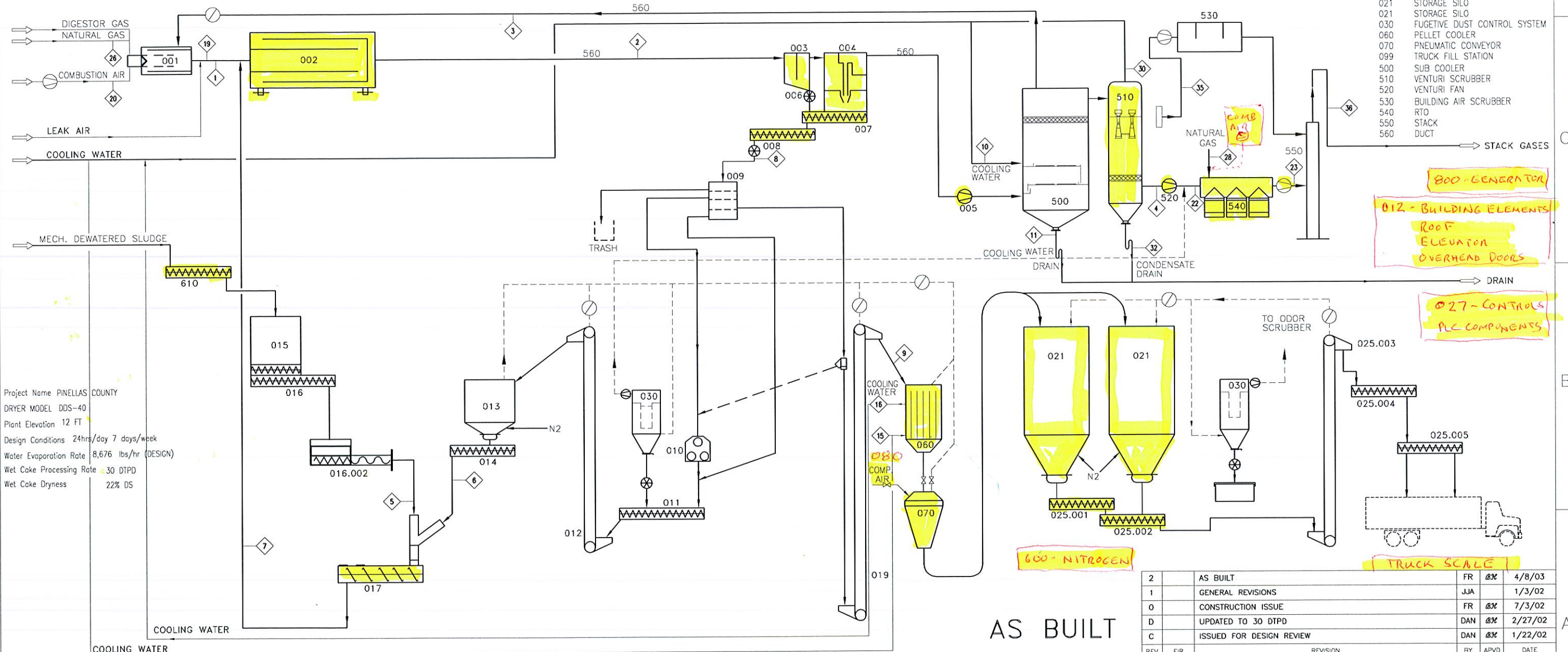
Component Lifespan Project Exhibit (CLPE)
 Equipment To Be Considered for Categorizing As A
 "Component Lifespan Project"

Use with Drawings
 ME-307 (marked-up)
 PI-002 (marked-up)

	PARENT	PROGRAMABLE LOGIC CONTROL SYSTEM	System outdated, Replacment not being produced
	CHILD	PROGRAMABLE LOGIC CONTROL SYSTEM - RACKS	System outdated, Replacment not being produced
	CHILD	PROGRAMABLE LOGIC CONTROL SYSTEM - CARDS	System outdated, Replacment not being produced
	EQUIPMENT GROUP	BUILDING ROOFS AND EXHAUST FANS (012)	
	PARENT	ROOF STRUCTURE	External wear
	PARENT	SERVICE ELEVATOR	service wear
	PARENT	OVERHEAD DOORS	Wear and corrosion
	PARENT	FIRE ALARM SYSTEM	Wear and corrosion/ system outdated

TAG NO	UNIT	1	2	3	4	5	6	7	8	9	10	11	15	16	19	20	22	23	25	27	28	30	32	35	36	
STREAM		PROCESS GAS	PROCESS GAS	CIRCULATING GAS	EXHAUST GAS (AFTER VENTURI)	DEWATERED WET CAKE	RECYCLED BIOSOLIDS	MIXED FEED	DRIED BIOSOLIDS	FINAL BIOSOLIDS PRODUCT	COOLING WATER TRAY CONDENSER INLET	COOLING WATER TRAY CONDENSER OUTLET	COOLING WATER PELLET COOLER INLET	COOLING WATER PELLET COOLER OUTLET	LEAK AIR	COMBUSTION AIR FURNACE	RTO INLET GASES	RTO STACK GASES	NATURAL GAS DRYER	DIGESTER GASES DRYER	NATURAL GAS RTO	COOLING WATER VENTURI SCRUBBER INLET	COOLING WATER VENTURI SCRUBBER OUTLET	BUILDING VENTILATION	VENT EXHAUST	
MASS FLOW	LB/HR	60,228	69,028	44,871	14,804	11,432	22,008	33,440	24,583	2,573	169,822	178,735	8,030	8,030	4,422	10,176	20,909	20,939	430	331	24	16,343	16,784	52,636	73,569	
VOLUMETRIC FLOW	ACFM	35,179	21,419	11,544	3,652										989	2,277	5,152	6,037	160	83	9			11,999	17,993	
VOLUMETRIC FLOW	GPM										339	357	16	16								33	34			
TEMPERATURE	.F	867	200	125	110	60	170	111	170	90	85	147	85	95	70	70	111	209	70	70	70	85	116	75	114	
DENSITY	LB/FT ³	0.0285	0.0538	0.0648	0.0676	60	45 (NOTE 1)	48	45		62	62	62	62	0.0745	0.0745	0.0676	0.0578	0.045	0.066	0.045	62	62	0.0731	0.0685	
SOLIDS CONTENT	%DS					21.9%	95.0%	70.0%	95.0%	95.0%																
PRESSURE	INCHES W.G.	-2	-15	+0.5	-21																				-0.0	
DRY SOLIDS	LB/HR					2,500	20,908	23,408	23,353	2,446		49														
HUMIDITY	LB/LB	0.0861	0.2448	0.0840	0.0527																				0.0256	

- 001 NATURAL & DIGESTER GAS FIRED FURNACE
- 002 ROTARY DRUM DRYER
- 003 PRE-SEPARATOR
- 004 POLY-CYCLONE
- 005 I.D. FAN
- 006 ROTARY VALVE
- 007 SCREW CONVEYOR
- 008 ROTARY VALVE
- 009 VIBRATING SCREEN
- 010 CRUSHER
- 011 SCREW CONVEYOR
- 012 BUCKET ELEVATOR
- 013 RECYCLE BIN
- 014 SCREW MATERIAL FEEDER
- 015 WET CAKE BIN
- 016 SCREW FEEDER
- 017 MIXER
- 018 SCREW CONVEYOR
- 019 BUCKET ELEVATOR
- 020 SCREW CONVEYOR
- 021 STORAGE SILO
- 022 STORAGE SILO
- 030 FUGITIVE DUST CONTROL SYSTEM
- 060 PELLET COOLER
- 070 PNEUMATIC CONVEYOR
- 099 TRUCK FILL STATION
- 500 SUB COOLER
- 510 VENTURI SCRUBBER
- 520 VENTURI FAN
- 530 BUILDING AIR SCRUBBER
- 540 RTO
- 550 STACK
- 560 DUCT



Project Name PINELLAS COUNTY
 DRYER MODEL DDS-40
 Plant Elevation 12 FT
 Design Conditions 24hrs/day 7 days/week
 Water Evaporation Rate 8,676 lbs/hr (DESIGN)
 Wet Cake Processing Rate 30 DTPD
 Wet Cake Dryness 22% DS

NOTE 1: BULK DENSITY OF DRIED BIOSOLIDS 40-45 lbs/ft³
 TEMPERATURE: AMBIENT CONDITION 70°F
 STANDARD CONDITIONS 70°F
 RELATIVE HUMIDITY: 55%
 PRESSURE: AMBIENT CONDITION 15 PSIA
 STANDARD CONDITIONS 15 PSIA

King
ENGINEERING ASSOCIATES, INC.

4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 880 8681
FAX 813 880 8882

SYNAGRO

A Residuals Management Company
1660 Bering Drive, Suite 1000
Houston, Texas 77057
Phone: (713) 369-1799, Fax: (713) 369-1750

PINELLAS COUNTY UTILITIES

1010 COMMERCIAL BLVD. SOUTH ARLINGTON, TEXAS 76017
Phone: (817) 465-5611
Telefax: (817) 472-8589

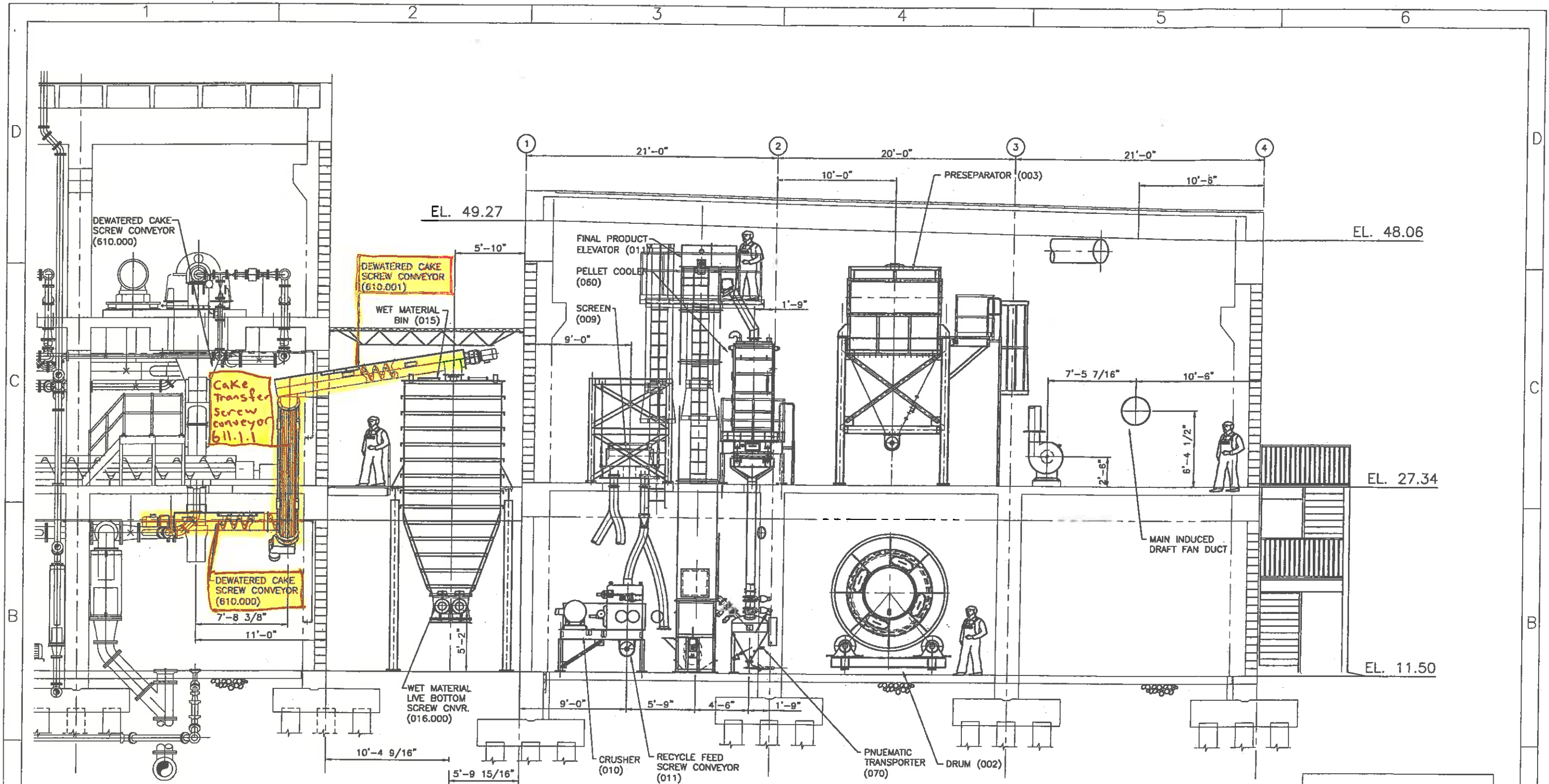
ANDRITZ

ANDRITZ-RUTHNER, INC.
1010 COMMERCIAL BLVD. SOUTH ARLINGTON, TEXAS 76001
PHONE: (817) 465-5611

REVISION	DATE	BY	APVD	DATE
2	AS BUILT	FR	BN	4/8/03
1	GENERAL REVISIONS	JUA	BN	1/3/02
0	CONSTRUCTION ISSUE	FR	BN	7/3/02
D	UPDATED TO 30 DTPD	DAN	BN	2/27/02
C	ISSUED FOR DESIGN REVIEW	DAN	BN	1/22/02

SIZE	PROJECT	DRAWING NUMBER	REV
40	1087	PI-002	2

SCALE NONE FILE 1087PI002 SHEET 1 OF 1



G SECTION
1/4" = 1'-0"

PRELIMINARY DRAWING

F	UPDATED ELEVATIONS	DAN	03%	7/24/02
E	GENERAL REVISION	DAN	03%	4/3/02
D	GENERAL REVISIONS	JO	03%	12/11/01
REV	BY	DATE	REVISION	

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King
ENGINEERING ASSOCIATES, INC.
4621 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE: 813 888 8881
FAX: 813 888 8882

SYNAGRO
A Riskhale Management Company
1800 Barkley Drive, Suite 1000
Houston, Texas 77057
Phone: (713) 369-7100, Fax: (713) 369-7150

PINELLAS COUNTY UTILITIES
1010 COMMERCIAL BLVD. SOUTH
ARLINGTON, TEXAS 76017
Phone: (817) 465-5611
Telefax: (817) 472-8588

ANDRITZ-RUTHNER, INC.
1010 COMMERCIAL BLVD. SOUTH
ARLINGTON, TEXAS 76017
PHONE: (817) 465-5611

ESTIMATED WEIGHT IN LBS:
UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN INCHES
FABRICATION TOLERANCES
XXX±.040 ANG±.1° HOLE±.020
MACHINING TOLERANCES
XXX±.005 ANG±.5° HOLE±.020
WILL FINISH ALL OVER

DRAWN BY: DAN
CHECKED BY: DATE
APPROVED BY: DATE
THIRD ANGLE PROJECTION

ANDRITZ
ANDRITZ-RUTHNER, INC.
1010 COMMERCIAL BLVD. SOUTH
ARLINGTON, TEXAS 76017
PHONE: (817) 465-5611

TITLE: PINELLAS COUNTY, FLORIDA
DRYER BUILDING
SECTION G-G

SIZE	PROJECT	DRAWING NUMBER	REV
40	1087	ME-307	F

SCALE 1/4" = 1'-0" FILE 1087ME307 SHEET 1 OF 1