

Amendment No. 5
Service Agreement for Sludge Dryer Project

This Amendment No. 5 to the Agreement made and entered into this ____ day of _____, 2023, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", represented by its Board of County Commissioners (BCC), and Synagro-WWT, Inc., a corporation licensed to practice 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, the Parties have previously executed four (4) amendments to the Agreement providing for adjustments as required to circumstances over the life of the Agreement to date; and

WHEREAS, the Agreement allows for the process and cost allocation associated with capital projects during the life of the Agreement, including those that become necessary due to regulatory changes; and

WHEREAS, the Parties accordingly wish to proceed with a capital project to be funded by the County as provided herein; and

WHEREAS, Pinellas County Utilities Department had previously contracted with Synagro to perform a "Dust Hazard Analysis" (DHA) identifying the need to perform this capital project; and

WHEREAS, the capital project will meet the process equipment requirements of the National Fire Protection Association's (NFPA) 652-2016.

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 and previous amendments shall remain in full force and effect except as modified herein.
2. Payment of the fee to the CONTRACTOR for work authorized under this Amendment to the AGREEMENT shall be subject to the provisions of Article 6 of the AGREEMENT. Fees for additional services to be provided under this Amendment to the AGREEMENT shall be invoiced separately.

3. The CONTRACTOR shall provide the additional services as detailed in the attached document titled "2020 DHA UPGRADE PROJECT FOR DDS40" prepared by Andritz Separation, inc. dated 01-22-2021.

4. The COUNTY agrees to pay the CONTRACTOR a sum not-to-exceed \$1,390,359.20 for the additional services provided for in this Amendment, which includes the costs associated with CONTRACTOR's off-site disposal of up to 2,560 tons of Sludge produced by the COUNTY during the period when the capital project is being performed and the Facility is off line.

5. The total amount of Amendment No. 5 is an amount not-to-exceed \$1,390,359.20. Should the Sludge managed off-site exceed 2,560 tons, the COUNTY acknowledges that an additional amendment will need to be negotiated and agreed upon by the Parties to determine a mutually acceptable solution.

This Amendment No. 5 is effective the day and year first written above.

IN WITNESS WHEREOF, the PARTIES herein, or their lawful representative, have executed this Amendment No. 5 as of the date first above written.

Synagro-WWT, Inc.

By: Will Ryz
Title: Plant Manager

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

By: _____
Janet C. Long
Board Chair

ATTEST:
By: _____

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM

By: Miles Belknap
Office of the County Attorney