

AMENDMENT NUMBER THREE TO SERVICE AGREEMENT

THIS AMENDMENT NUMBER THREE TO SERVICE AGREEMENT (this Amendment No. 3”) is made and entered into as of _____, 2024, by and between Reworld Projects, LLC, (formerly known as Covanta Projects, LLC) a Delaware limited liability company, having its principal place of business at 445 South Street Morristown, New Jersey 07960 (the “Contractor”), and Pinellas County, Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the “County”). The Contractor and the County are referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used, but not defined, in this Amendment No. 3 shall have the meaning assigned to such terms in the Service Agreement (as defined below).

RECITALS

WHEREAS, the County awarded the Contractor a services contract to operate the County Waste to Energy (WTE) Operations and Maintenance Facility (the “Facility”) in November 2014 pursuant to RFP NO. 134-0171-P (LN) (the “Original Service Agreement”).

WHEREAS, the Parties entered into Amendment No. 1 to the Service Agreement on March 21, 2017 (“Amendment No. 1”), and Amendment No. 2 to the Service Agreement on June 23, 2020 (“Amendment No. 2”), together with the Original Service Agreement and Amendment No. 1, the “Service Agreement”), each of which relate to the Technical Recovery Plan for major repair and replacement projects at the Facility.

WHEREAS, the Parties desire to enter into this Amendment No. 3 to the Service Agreement to extend the Term of the Service Agreement beyond the current expiration date of December 31, 2024; specifically, the Parties wish to enter into a six-month extension expiring on June 30, 2025, with an exclusive County option for two additional three-month extensions (cumulatively the “Extensions” or singularly the “Extension”). The Extensions are needed for the County to complete a competitive procurement process to contract with a new service provider to operate the Facility.

WHEREAS, the Parties agree that all terms of the Service Agreement will remain in effect during the Extensions except as modified herein.

WHEREAS, additionally, before June 30, 2025, the Contractor must prepare a transition plan for the new Facility operator, which includes but is not limited to, verification of spare parts pursuant to Section 3.14, completion of outstanding punch list items pursuant to Sections 6.1 and 3.10, and transfer of information (i.e., drawings, records, sketches, data, maintenance records, testing, vendor contacts, other equipment, etc.); and

WHEREAS, at the County’s option, the Contractor will complete certain, reimbursable capital projects pertaining to Facility outages as set forth in Schedule A attached hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the Parties contained in this Amendment No. 3 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

Part I – General

- A Any initial capitalized term used herein which is defined in the Service Agreement has the meaning prescribed therein.
- B The Service Agreement remains in full force and effect, unmodified except as expressly set forth in this Amendment No. 3.
- C The content of this Amendment No. 3 contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, discussions, and undertakings between the Parties (whether written or oral) with respect to the subject matter hereof.
- D The laws of the State of Florida (excluding the conflicts of law principles thereof) govern this Amendment No. 3.
- E The Parties agree that their respective representations pursuant to Sections 15.15.1 and 15.15.2 of the Service Agreement are true and correct as if made on the date hereof.

Part II – Changes to the Service Agreement

- 1. For purposes of the Service Agreement, as amended, the Parties recognize that Contractor's legal name changed to Reworld Projects, LLC,. This change does not affect the validity or enforceability of the Service Agreement, as amended, and all references to the Contractor by its former name shall be construed to refer to the Contractor by its new name.
- 2. Add a new definition of “Capital Projects to Section 2.1 as follows:
“Capital Projects” shall have the meaning of County pre-approved projects that are replacements in kind of equipment or structures with a design life of at least 5 years and have exceeded (or are expected to exceed within 2 years) their useful life, provided that the need for replacement is not due to the lack of maintenance in accordance with Prudent Industry Practices and as prescribed in its respective Operation and Maintenance Manual, nor is due to improper operation beyond manufacturer warranty conditions.
- 3. Section 2.1 of the Service Agreement, the Service Agreement Term is extended until June 30, 2025. Two additional three-month Extensions are available past June 30, 2025, at the County’s sole discretion: (i) the first Extension ending September 30, 2025, and (ii) the second Extension ending December 31, 2025. However, the County must notify the Contractor that the County is exercising: (i) the first Extension by March 31, 2025, and (ii) the second Extension by June 30, 2025.
- 4. Effective January 1, 2025, the Contractor is expressly prohibited from accessing or using the new County Administration Building (the “Building”), located at 2940 110th Avenue, for any purpose (i.e., training, meetings, corporate events, etc.) related to the performance of services under the Service Agreement or the Extensions. With the County’s written permission, the Contractor may be granted access to the Building on an as-requested basis. If the Contractor requests and receives authorization for continued and frequent use of the Building, the Parties agree that the Contractor will pay the County a monthly flat fee of \$0.20 dollars per Ton Processed during such month of use.
- 5. Effective October 1, 2024, the Processing Fee per Ton (of Processible Waste) shall be augmented by \$12.00 in lieu of the Adjustment Factor determined in accordance with the provisions of the Service Agreement for the Fiscal Year October 1, 2024 to September 30, 2025. If the last available Extension (October 1, 2025, through December 31, 2025) is exercised, the Processing

Fee will be subject to the Adjustment Factor under Schedule 5 of the Service Agreement, but the Parties acknowledge and agree that the Processing Fee per Ton for that period may not exceed \$40.00 per Ton. During the Extensions, the Processing Fee for Base Delivery Amount pursuant to Section 8.2.2.1 will be in effect; however, the Processing Fee for Excess Tonnage Amount pursuant to Section 8.2.2.2 will not be in effect.

6. Effective October 1, 2024, Section 8.3.3 (Electric Energy Net Revenues) of the Service Agreement is replaced in its entirety with the following:
 - a. “The Contractor will be paid at a rate of \$3.00 per MWH of Electric Energy sold per month to an Electric Utility or any parties pursuant to an agreement with the County for electrical energy sales (the County retains and exclusively enjoys the remaining Net Revenues). The Contractor will not receive any portion of any Electric Capacity Payments due to the County for Electric Capacity made available to any Electric Utility under any Power Purchase Agreement (including the County’s current Power Purchase Agreement with Duke Energy set to expire on December 31, 2024), or any other product or commodity generated, produced, or otherwise recognized under any Power Purchase Agreement or any separate or other agreement with any Electric Utility or third-party energy manager (including Environmental Attributes, Emission Credits, Renewable Energy Benefits, Renewable Energy Production Incentives, Production Tax Credits, Economic Benefits, or other benefits, credits, subsidies, or incentives), except as otherwise expressly provided in this Agreement.
7. Effective October 1, 2024, the upper limit of the Weighted Average Annual Higher Heating Value pursuant to Schedule 3 and Section 8.6.2.6 of the Service Agreement shall be 5,300 Btu per pound.
8. Effective as of October 1, 2024 for the remainder of the Term, including all Extensions elected, the following revised Guarantees and Allowance limits in the Service Agreement apply: (i) Annual Processing Guarantee of the lesser of 850,000 Tons of Processible Waste or the amount of Processible Waste delivered by the County, (ii) Natural Gas Utilization Allowance of 1,000,000 therms annually (adjusted pro-rata during each of the three Extensions), and (iii) Purchased Electricity Utilization of 360,000 kilowatt-hours annually (adjusted pro-rata during each of the three Extensions). The Contractor will continue to maintain good industry operating practices and thus minimize consumption of natural gas and purchased electricity.
9. Effective immediately upon the execution of this Amendment No. 3, the County may request that the Contractor complete certain Capital Projects pertaining to the Facility as set forth in Part I of Schedule A attached hereto. Before commencing any such project, the Contractor must submit a proposal to the County for consideration and approval, which must include a scope of work (including drawings and specifications, as applicable) and pricing (including vendor quotes, installation schedule and other pertinent pricing information. If approved in writing by the County and completed in accordance with the approved proposal, the County will reimburse the Contractor for the project, subject to reasonable performance testing and transmittal of documentation. The pricing listed in Part I of Schedule A is an estimate and the Contractor shall include their proposed lump sum price when submitting their proposal. Once the County has approved the project including the lump sum price (fixed, not subject to adjustment) the Contractor shall proceed with the project and shall submit their invoices in accordance with a milestone payment schedule set forth in Part II of Schedule A and subject to the agreed lump sum price. Should the Contractor undertake a Capital Project approved by the County, but not complete it prior to expiration of the Service Agreement term, then the Contractor shall be reimbursed for the total of all costs (such as engineering, purchase of materials or equipment, etc.)

incurred to the date of such expiration to the extent such costs are in excess of the milestone payments received by the Contractor for such Capital Project to date. Appropriate back up information will be provided to justify costs in excess of milestones subject to the County's review.

10. Except as provided herein, all Contractor obligations due at the end of the original Service Agreement (on December 31, 2024), such as those set forth in Section 13.6 (Obligation of Contractor to Grant License and Supply Proprietary Information to the County and Assignment of Contracts on Termination or Expiration of the Term), Sections 3.14 and 8.4.4 (Required Spare Parts Inventory List), Section 3.32.4 (Computer Maintenance Management System), are now due at the end of the Extensions.
11. The separate written site license agreement entered into by the Parties in February 2022 for the purpose of metals recovery still expires on December 31, 2024. However, the Parties may enter into a separate written site license agreement for the same or a similar purpose.
12. The second and third paragraphs of Section 13.7 of the Service Agreement are hereby deleted in their entirety. Contractor shall comply with remaining provisions of Section 13.7, other applicable provisions of the Service Agreement. Contractor shall provide reasonable transition assistance upon the expiration of this Agreement including transfer of information (i.e., as-built drawings, operations records, sketches, data, maintenance records, testing, vendor contacts, other equipment, etc.).
13. The following addition is made to Schedule 11, Section 3 of the Service Agreement. Contractor shall provide certificate that is compliant with the insurance requirements above. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment No. 3 to be executed in its name by a duly authorized person.

ATTEST:
CLERK

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

By: _____
Name:
Title

By: _____
Kathleen Peters, Chair

[Seal]

Approved as to Form:

OFFICE OF THE COUNTY ATTORNEY

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

By: _____
Name:
Title

ATTEST:

REORLD PROJECTS, LLC

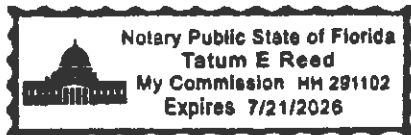
[Seal]

By: _____
Name: Amir Hafzalla
Title EVP, South Region, Reworld™

Tatum E. Reed
Witness

Tatum E Reed
Notary Public State of Florida | Commission HH 291102 | Expires 7/21/2026

[Signature]
Witness



SCHEDULE A

CAPITAL PROJECTS AND PAYMENT MILESTONES

Part I – The table immediately below lists all Capital Projects that may be performed by the Contractor under the Service Agreement. The Projects are shown to be completed in either County FY25 (October 1, 2024, to September 30, 2025) or County FY26 (October 1, 2025 to September 30, 2026). If Contractor is granted the two additional three-month extensions, then it is contemplated that many of the projects listed under FY26 could be completed prior to the expiration of the second extension (December 31, 2025). As described in the body of this Amendment No. 3, however, prior to Contractor performance of any such project, the County must provide separate written approval.

Table A

Funded By :	Pressure		Description and Notes	FY25	FY26
	Lifespan	Parts Y/N			
County	25	Y	B101 B1 - 4th Pass Economizer Lower / Interm Bundle 5 and Header		\$ 1,082,726
County	25	Y	B101 B1 - 4TH Pass Economizer Hanger Replacement (Engineering Review and Replace)	\$ 450,000	
County	25	Y	B101 B1 - Inconnel Overlay Stringers Replacement		\$ 440,000
County	25	Y	B102 B2 - 4th Pass Economizer Lower / Interm Bundle 4	\$ 931,129	
County	25	Y	B102 B2 - 4th Pass Economizer Lower / Interm Bundle 5 and Header	\$ 1,082,726	
County	25	Y	B102 B2 - Inconnel Overlay Stringers Replacement		\$ 440,000
County	25	Y	B102 B2 - 4TH Pass Economizer Hanger Replacement (Engineering Review and Replace)	\$ 450,000	
County	25	Y	B103 B3 - 4th Pass Economizer Lower / Interm Bundle 4 and Header		\$ 1,082,726
County	25	Y	B103 B3 - Inconnel Overlay Stringers Replacement		\$ 440,000
County	25	Y	B103 B2 - 4TH Pass Economizer Hanger Replacement (Engineering Review and Replace)	\$ 450,000	
County	30	N	BOP Buildings - Replace Elevator		\$ 700,000
County	15	N	BOP Air System - Replace Air Compressors & Dryer	\$ 1,400,000	
County	15	N	BOP Cooling Tower - Replace Deck,Stack and Blades		\$ 950,000
				Total	\$ 4,763,855
					\$ 5,135,452

Part II - Milestone Percentage Payments for each Capital Project are listed below; such percentages correlate to the individual Lump Sum Price to be determined in accordance with Item 9 above. The values shown in Part I of this Schedule A are estimates and not Lump Sum Prices.

Milestone	Verification	Payment Percentage of Project Lump Sum Amount
Notice of Award	Signed, unpriced notice, either a purchase order or letter of award	25%
Mobilization or Fabrication Release (as applicable)	Mobilization by visual inspection. Fabrication Release by signed unpriced letter	25%
Mechanical Completion or Delivery to Site (as applicable)	Mechanical completion by visual inspection and operational demonstration. Delivery to Site by signed bill of lading and/or visual inspection	40%
Project Completion	By visual inspection pursuant to Section 10.7.1 of the Service Agreement and delivery of all Plans, Specifications, operation and maintenance manuals and drawings pursuant to Section 10.7.2 of the Service Agreement	10%