

FIRST AMENDMENT OF THE ANNUAL AGREEMENT  
FOR ODOR CONTROL & CORROSION SERVICES

FIRST AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Evoqua Water Technologies, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the annual purchase of odor control and corrosion services through Solicitation No. RFP170384ANB with Vendor on the 14<sup>th</sup> day of May, 2018 ("Agreement"); and,

WHEREAS, the Parties mutually agree to increase the price for the annual purchase of odor control and corrosion services; and,

WHEREAS, the Parties mutually agree that the price increase will begin on the 14<sup>th</sup> day of May, 2021; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The price increase will begin on the 14<sup>th</sup> day of May, 2021
2. The Parties agree that the following Fee Schedule table shall supersede the existing Fee Schedule table in Exhibit B of the Agreement:

[The remainder of this page intentionally left blank.]

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

| <b>CHEMICAL/BIOLOGICAL PRODUCTS</b> |                            |                        |                  |
|-------------------------------------|----------------------------|------------------------|------------------|
| <i>Item #</i>                       | <i>Description</i>         | <i>Unit of Measure</i> | <i>Unit Cost</i> |
| 1                                   | Bioxide                    | Gallon                 | \$2.47           |
| 2                                   | Bioxide Plus 71            | Gallon                 | \$3.65           |
| 3                                   | Bioxide AE                 | Gallon                 | \$2.85           |
| 4                                   | Odophos                    | Gallon                 | \$0.80           |
| 5                                   | Odophos Plus               | Gallon                 | \$1.47           |
| 6                                   | Ferric Sulfate (9%)        | Gallon                 | \$1.50           |
| 7                                   | PRI-SC Odophos             | Gallon                 | \$0.90           |
| 8                                   | PRI-SC Odophos Plus        | Gallon                 | \$1.71           |
| 9                                   | PRI-SC Ferric Sulfate (9%) | Gallon                 | \$1.75           |
| 10                                  | 50% Hydrogen Peroxide      | Pound                  | \$0.46           |
| 11                                  | PRI-SC Peroxide            | Pound                  | \$0.52           |
| 12                                  | VX-456 (Bulk Tanker)       | Pound                  | \$1.25           |
| 13                                  | VX-456 (Tote)              | Pound                  | \$1.59           |
| 14                                  | Aktivox (Bulk Tanker)      | Pound                  | \$0.95           |
| 15                                  | Aktivox (Tote)             | Pound                  | \$1.27           |
| 16                                  | Textone L                  | Pound                  | \$0.88           |
| 17                                  | AQuit                      | Pound                  | \$17.30          |
| 18                                  | AlkAGEN AQ                 | Gallon                 | \$1.53           |
| 19                                  | Sodium Hydroxide 25%       | Gallon                 | \$2.47           |
| 20                                  | Sodium Hydroxide 50%       | Gallon                 | \$5.33           |
| 21                                  | Sodium Hypochlorite        | Gallon                 | \$2.36           |

\*All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

### **EQUIPMENT**

The following table represents monthly costs for new installations installed at County facilities.

The Vendor shall work with the County on identifying the most cost-effective solutions for odor and corrosion issues. The County shall be charged the following rates based on airflow and H2S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

**Primary Vapor-Phase Technologies Monthly Costs**

| ITEM | DESIGN AIR FLOW<br>(cfm) | AVERAGE DESIGN H2S CONCENTRATION<br>(ppmv) |             |             |             |
|------|--------------------------|--|-------------|-------------|-------------|
|      |                          | A. <10                                     | B. 10-150   | C. 150-300  | D. 300-500  |
| 1    | Natural Draft            | \$128.50                                   | \$746.33    | N/A         | N/A         |
| 2    | 0-140                    | \$985.85                                   | \$1,472.10  | \$1,742.46  | \$2,516.54  |
| 3    | 0-280                    | \$1,128.74                                 | \$1,611.90  | \$2,516.54  | \$4,034.90  |
| 4    | 0-600                    | \$1,680.78                                 | \$2,280.10  | \$3,830.33  | \$4,584.88  |
| 5    | 0-850                    | \$2,442.53                                 | \$3,249.51  | \$4,183.96  | \$5,007.39  |
| 6    | 0-1150                   | \$2,685.14                                 | \$3,569.22  | \$4,432.74  | \$5,522.42  |
| 7    | 0-1500                   | \$3,071.66                                 | \$4,034.90  | \$5,007.39  | \$6,116.60  |
| 8    | 0-2000                   | \$3,386.23                                 | \$4,240.50  | \$6,008.66  | \$7,020.21  |
| 9    | 0-3000                   | \$4,029.76                                 | \$4,805.90  | \$7,020.21  | \$8,403.90  |
| 10   | 0-4000                   | \$4,495.44                                 | \$5,522.42  | \$8,403.90  | \$11,873.40 |
| 11   | 0-5000                   | \$4,964.21                                 | \$5,659.14  | \$9,200.60  | \$14,647.97 |
| 12   | 0-8000                   | \$7,689.44                                 | \$8,635.20  | \$11,765.46 | \$16,139.60 |
| 13   | 0-12000                  | \$11,138.38                                | \$11,873.40 | \$14,647.97 | \$20,225.90 |
| 14   | 0-15000                  | \$12,101.62                                | \$13,240.64 | \$22,881.22 | N/A         |
| 15   | 0-18000                  | \$14,945.06                                | \$15,642.05 | \$24,325.56 | N/A         |

Notes:

1. A mobilization fee of two (2) times the monthly rental fee shall apply for all units. A demobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
2. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

**Fully Automated Odor Control Products**

- |                                       |               |
|---------------------------------------|---------------|
| 1. H2S Monitor                        | \$ 360.00/mo. |
| 2. Advanced Dosing Controller&Monitor | \$ 450.00/mo. |

*Monthly fee includes Internet access to data. The County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.*

**Professional Services:**

| <u>Description</u>             | <u>Fee</u>    |
|--------------------------------|---------------|
| 1. Engineer or Chemist         | \$ 200.00/hr. |
| 2. Technician                  | \$ 150.00/hr. |
| 3. Professional Engineer(P.E.) | \$ 250.00/hr. |

IN WITNESS WHEREOF this First Amendment of the Agreement has been signed and sealed,  
in duplicate, by the respective Parties hereto.

DATED this 9 day of June, 2021 by the Lee County Board of County  
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: Mary G. Tucker  
Mary G. Tucker  
Director of Procurement Management, on  
behalf of the Board of County  
Commissioners

APPROVED as to Form for the Reliance of  
Lee County Only

BY: Chuck Lira  
County Attorney's Office

DATED this 1 day of April, 2021 by Evoqua Water Technologies, LLC

ATTEST:

BY: J. R. Miller  
Authorized Signature

See Attached Officer's Certificate  
(Witness)

Jennifer R. Miller  
Authorized Signature Printed Name

V.P. & G.M.  
Authorized Signature Title

CORPORATE SEAL:

