

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

THIRD 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 14th 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 also desire to correct an error in the Primary Vapor-Phase Technologies costs table; and,

WHEREAS, the Parties also desire to remove several items from the Chemical/Biological products that the Vendor no longer has available; and,

WHEREAS, the Parties mutually agree that items 7, 8, 9, and 11 of the Chemical/Biological products will be listed as "NA", the price increase for Chemical/Biological products will begin on the 14th day of May, 2023. and the price increase for the Primary Vapor-Phase Technologies will begin on the 1st day of January, 2023; and,

WHEREAS, the Parties also mutually agree that the price for item 9C on the Primary Vapor-Phase Technologies costs table shall be corrected from "\$6,246.00" to "\$7,398.00," for any installations occurring prior to the 1st day of January, 2023; 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 for Chemical/Biological products will begin on the 14th day of May, 2023
2. The Parties agree that the following Fee Schedule table shall supersede the existing Fee Schedule table for Chemical/Biological Products in Exhibit B of the Agreement:

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

CHEMICAL/BIOLOGICAL PRODUCTS			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
1	Bioxide	Gallon	\$3.37
2	Bioxide Plus 71	Gallon	\$4.57
3	Bioxide AE	Gallon	\$3.55
4	Odophos	Gallon	\$1.68
5	Odophos Plus	Gallon	\$2.09
6	Ferric Sulfate (9%)	Gallon	\$2.36
7	PRI-SC Odophos	Gallon	NA
8	PRI-SC Odophos Plus	Gallon	NA
9	PRI-SC Ferric Sulfate (9%)	Gallon	NA
10	50% Hydrogen Peroxide	Pound	\$0.49
11	PRI-SC Peroxide	Pound	NA
12	VX-456 (Bulk Tanker)	Pound	\$1.69
13	VX-456 (Tote)	Pound	\$2.25
14	Aktivox (Bulk Tanker)	Pound	\$1.26
15	Aktivox (Tote)	Pound	\$1.74
16	Textone L	Pound	\$1.29
17	AQuit	Pound	\$22.00
18	AlkAGEN AQ	Gallon	\$2.04
19	Sodium Hydroxide 25%	Gallon	\$4.89
20	Sodium Hydroxide 50%	Gallon	\$8.45
21	Sodium Hypochlorite	Gallon	\$4.20

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

[Remainder of the page left intentionally blank.]

3. The Parties agree that the following table shall supersede the existing table for Primary Vapor-Phase Technologies Monthly Costs in Exhibit B of the Agreement, for any installations prior to the 1st day of January, 2023:

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$251.00	\$789.10	N/A	N/A
2	0-140	\$1,092.00	\$1,585.91	\$2,497.00	\$3,055.25
3	0-280	\$1,574.00	\$2,215.71	\$3,055.25	\$4,264.00
4	0-600	\$1,768.00	\$2,362.00	\$3,953.00	\$4,831.00
5	0-850	\$2,698.00	\$3,354.00	\$4,351.00	\$4,998.00
6	0-1150	\$3,048.00	\$4,163.00	\$5,167.00	\$6,322.00
7	0-1500	\$3,250.00	\$4,204.00	\$5,266.00	\$6,379.00
8	0-2000	\$3,494.00	\$4,408.00	\$6,316.00	\$7,322.00
9	0-3000	\$4,268.00	\$4,769.00	\$7,398.00	\$8,992.50
10	0-4000	\$4,650.00	\$5,699.00	\$8,739.00	\$12,356.00
11	0-5000	\$4,950.00	\$5,939.00	\$9,499.00	\$15,534.00
12	0-8000	\$7,944.00	\$8,968.00	\$12,674.00	\$16,754.00
13	0-12000	\$11,552.00	\$12,781.00	\$15,534.00	\$20,969.00
14	0-15000	\$12,488.00	\$13,738.00	\$23,611.00	N/A
15	0-18000	\$15,471.00	\$17,162.20	\$28,333.20	N/A

Notes:

- A. A mobilization fee of two (2) times the monthly rental fee shall apply for all units installed prior to 1/1/2023. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
- B. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

[Remainder of the page left intentionally blank.]

4. The Parties agree that the following table shall supersede the existing table for Primary Vapor-Phase Technologies Monthly Costs in Exhibit B of the Agreement, for any installations after the 1st day of January, 2023:

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$281.12	\$883.68	NA	NA
2	0-140	\$1,223.04	\$1,776.22	\$2,796.64	\$3,421.88
3	0-280	\$1,762.88	\$2,481.60	\$3,421.88	\$4,775.68
4	0-600	\$1,980.16	\$2,645.44	\$4,427.36	\$5,410.72
5	0-850	\$3,021.76	\$3,756.48	\$4,873.12	\$5,597.76
6	0-1150	\$3,413.76	\$4,662.56	\$5,787.04	\$7,080.64
7	0-1500	\$3,640.00	\$4,708.48	\$5,897.92	\$7,144.48
8	0-2000	\$3,913.28	\$4,936.96	\$7,073.92	\$8,200.64
9	0-3000	\$4,780.16	\$5,341.28	\$6,995.52	\$10,071.60
10	0-4000	\$5,208.00	\$6,382.88	\$9,787.68	\$13,838.72
11	0-5000	\$5,544.00	\$6,651.68	\$10,638.88	\$17,398.08
12	0-8000	\$8,897.28	\$10,044.16	\$14,194.88	\$18,764.48
13	0-12000	\$12,938.24	\$14,314.72	\$17,398.08	\$23,485.28
14	0-15000	\$13,986.56	\$15,386.56	\$26,444.32	NA
15	0-18000	\$17,327.52	\$19,221.66	\$31,733.18	NA

Notes:

- A. A mobilization fee of three (3) times the monthly rental fee shall apply for all units installed after 1/1/2023. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
- B. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

[Remainder of the page left intentionally blank.]

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

DATED this 13 day of March, 2022^{3 PM} by the Lee County Board of County
Commissioners.

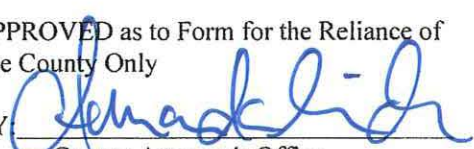
COUNTY: LEE COUNTY, FLORIDA

BY: 

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: 

County Attorney's Office

DATED this 8th day of December, 2022 by Evoqua Water Technologies, LLC

ATTEST:

BY: 

Authorized Signature

See Attached Officer's Certificate
(Witness)

Thomas R. Wilson, P.E.

Authorized Signature Printed Name

V.P. & G.M.

Authorized Signature Title

