B220088WCD Annual Purchase of Pesticides, Fungicides & Herbicides Mar Green Resources, LLC - Amendment No. 3

THIRD AMENDMENT OF AGREEMENT FOR PURCHASE OF PESTICIDES, FUNGICIDES & HERBICIDES

THIS THIRD AMENDMENT OF THE AGREEMENT FOR PURCHASE OF PESTICIDES, FUNGICIDES & HERBICIDES, is made by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Mar Green Resources, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of pesticides, fungicides & herbicides, through Solicitation B220088WCD, with Vendor on the 3rd day of July, 2022 ("Agreement"); and,

WHEREAS, after execution of the Agreement, Fungicide product: Horticultural Oil, Herbicide products: Celsius, Procella COR SC, Revolver, and Sahara, and Pesticide product: Top choice, all became unavailable, and,

WHEREAS, after execution of the Agreement, Fungicide product: Heritage, Herbicide products: Drive XLR 8, Escort XP, and Manor, Resolute 65 W, Pesticide products: Arena 50 and TalStar (Concentrate), and Comparable Unit products: Fungicide Item #2 Strobe 50 WG, Herbicide Item #13 Quinclorac 1.5, Herbicide Item #16 Patriot 60DF, and Insecticide Item #5 Bifen 7.9 Select, all decreased in price, and,

WHEREAS, after execution of the Agreement, Comparable Unit product: Herbicide Item #26 Patriot 8oz, increased in price, from \$46.00 per 8 ounces to \$50.08 per 8 ounces, and,

WHEREAS, the Parties desire to mark the items that are unavailable as 'NLA' on the Exhibit B. Fee Schedule and update the pricing on the other aforementioned products within the Exhibit B. Fee Schedule; and,

WHEREAS, the Parties desire to modify the aforementioned terms of the Agreement, pursuant to Article XV. Miscellaneous of the Agreement.

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

1. The Parties agree that, effective June 21, 2025, the following Fee Schedule shall supersede the existing Fee Schedule in Exhibit B of the Agreement:

| | Purchase of Fungicides, Herbicides & Pesticides | | | | | |
|------------|---|--------------------|------------|--|--|--|
| Fungicides | | | | | | |
| Item | Description | Unit of Measure | Unit Price | | | |
| 1 | Cleary's 3336 For Surface Fungis | Gallon | \$65.00 | | | |
| 2 | Heritage | Pound | \$120.00 | | | |
| 3 | Horticultural Oil | Gallon | NLA | | | |
| Herb | icides | | | | | |
| Item | Description | Unit of Measure | Unit Price | | | |
| 1 | 2,4-D Amine | Gallon | No Bid | | | |
| 2 | Accord | Gallon | No Bid | | | |
| 3 | Aqua Star | Gallon | No Bid | | | |
| 4 | Aquathol Super K | Pound | No Bid | | | |
| 5 | Arsenal | Gallon | No Bid | | | |
| 6 | Celsius | Ounce | NLA | | | |
| 7 | Clearcast | Gallon | No Bid | | | |
| 8 | Clipper | Pound | No Bid | | | |
| 9 | Clipper SC | Gallon | No Bid | | | |
| 10 | Comet | Gallon | No Bid | | | |
| 11 | Diquat 2L | Gallon | No Bid | | | |
| 12 | Dismiss South | Pint | \$140.00 | | | |
| 13 | Drive XLR 8 | Gallon | \$98.00 | | | |
| 14 | Element 3A | Gallon | No Bid | | | |
| 15 | Element 4 | Gallon | No Bid | | | |
| 16 | Escort XP (granular) | Pound | \$50.08 | | | |
| 17 | Esplanade 200 SC | Quart | No Bid | | | |
| 18 | Esplanade 200 SC | Gallon | No Bid | | | |
| 19 | Garlon 4 Ultra | Gallon | No Bid | | | |
| 20 | Glyphosate 4 Plus | Gallon | No Bid | | | |
| 21 | Habitat (Wetland Imazypyr) | Gallon | No Bid | | | |
| 22 | Honcho | Gallon | No Bid | | | |
| 23 | Kerb | Gallon | \$265.00 | | | |
| 24 | Krovar DF | Pound | No Bid | | | |
| 25 | LI 700 | Gallon | No Bid | | | |
| 26 | Manor | Ounce | \$3.13 | | | |
| 27 | Method 240SL | Gallon | No Bid | | | |
| 28 | Milestone | Gallon | No Bid | | | |
| 29 | Monument | Box | No Bid | | | |
| 30 | Oust Extra (granule) | Pound | No Bid | | | |
| 31 | Pathfinder II | Gallon | No Bid | | | |
| 32 | Poast | Gallon | No Bid | | | |
| 33 | Polaris (Upland Imazpyr) | Gallon | No Bid | | | |
| | | | No Bid | | | |
| 34 | Polaris (Arsenal) | Gallon | No B | | | |

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7

TalStar (Concentrate)

TalStar (Granular)

Top Choice

Ultra Fine Oil

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| 35 | Procella Cor SC | Gallon | No Bid |
|-------|--------------------------------|--------------------|-------------------|
| 36 | Procella COR SC 12PDU/Unit | Case | NLA |
| 37 | Ranger Pro (Upland Glyphosate) | Gallon | No Bid |
| 38 | Razor Pro | Gallon | No Bid |
| 39 | Renovate 3 | Gallon | No Bid |
| 40 | Resolute 65 W | Pound | \$18.00 |
| 41 | Revolver | Ounce | NLA |
| 42 | Reward (Aquatic) | Gallon | No Bid |
| 43 | Rodeo (Wetland Glyphosate) | Gallon | No Bid |
| 44 | Round Up | Gallon | No Bid |
| 45 | Round Up Custom | Gallon | No Bid |
| 46 | Round Up Pro | Gallon | No Bid |
| 47 | Round Up Quick Pro | Pound | No Bid |
| 48 | Sahara | Pound | NLA |
| 49 | Solicam DF | Pound | No Bid |
| 50 | Sonar AS | Gallon | No Bid |
| 51 | Sonar One | Pound | No Bid |
| 52 | Sonar SRP | Pound | No Bid |
| 53 | Sonar Q | Pound | No Bid |
| 54 | Surflan (Pre-Emergent) | Gallon | No Bid |
| 55 | Tigr | Gallon | No Bid |
| 56 | Trycera | Gallon | No Bid |
| 57 | Velossa | Gallon | No Bid |
| 58 | Velpar L | Gallon | No Bid |
| 59 | Vista | Quart | No Bid |
| 60 | Vista | Gallon | No Bid |
| 61 | Weedar 64 | Gallon | No Bid |
| Pesti | cide-Insecticide | | |
| Item | Description | Unit of Measure | Unit Price |
| 1 | Acephate | Pound | No Bid |
| 2 | Arena 50 | Gallon | 10.00 |
| 3 | Bandit | Pound | NLA |
| 4 | Merit WSP 75 | Ounce | NLA |
| _ | | | |

Gallon

Pound

Pound

Gallon

\$44.00 NLA

NLA

NLA

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| Item | Description | Unit of Measure | Unit Price |
|------|---|--------------------|--------------------|
| 1 | Antifoamer/defoamer | Gallon | No Bid |
| 2 | Blue Dye Spray Indicator Dye | Quart | No Bid |
| 3 | Buffer Extra Strength | Gallon | No Bid |
| 4 | Cohere | Gallon | No Bid |
| 5 | Cutrine (Kills Algae) | Gallon | No Bid |
| 6 | Cutrine Plus GR | Pound | No Bid |
| 7 | Daconil | Gallon | No Bid |
| 8 | Diluent Blue Oil | Gallon | No Bid |
| 9 | DLZ | Gallon | No Bid |
| 10 | Hydrothal 191 | Gallon | No Bid |
| 11 | Impel Red Oil | Gallon | No Bid |
| 12 | Indicator (Marking Dye) | Quart | No Bid |
| 13 | Indicator (Marking Dye) | Gallon | No Bid |
| 14 | I'Vod | Gallon | No Bid |
| 15 | JLB Oil | Gallon | No Bid |
| 16 | Kammo-We Agent | Gallon | No Bid |
| 17 | Kammo Plus | Gallon | No Bid |
| 18 | Kinetic | Quart | No Bid |
| 19 | Performance Wetter | Gallon | No Bid |
| 20 | Sinker-Drift Agent | Gallon | No Bid |
| 21 | Stenner (Injection) | Each | No Bid |
| 22 | TopFilm | Gallon | No Bid |
| 23 | Wipeout XS (cleaner) | Gallon | No Bid |
| | parable Unit | Guion | |
| Item | Description | Unit of Measure | Unit Price |
| 1 | Fungicide item #1 Transom 2x 2.5g | 2.5gal | \$162.50 |
| 2 | Fungicide item #2 Strobe 50WG 1lb | Pound | \$120.00 |
| 3 | Fungicide item #3 Drexel Damoil 2x2.5g | 5gal case | \$95.00 |
| 4 | Herbicide item #12 Sulfen Southern 64oz | 64oz | \$560.00 |
| 5 | Herbicide item #13 Quinclorac 1.5 4x64oz | 4x64oz Case | \$196.00 |
| 6 | Herbicide item #16 Patriot 60DF 16oz | 11b | \$50.08 |
| 7 | Herbicide item #23 Pronamide 3.3SC 2x1gal | 2gal case | \$530.00 |
| 8 | Herbicide item #26 Patriot 8oz | 8oz | \$50.08 |
| 9 | Herbicide item #48 Mojave 70eg | 51b | \$75.00 |
| 10 | Insecticide item #3 Merit .5 G 30lb | 30lb | \$36.00 |
| 11 | Insecticide item #5 Bifen 7.9 Select 1gal | 1gal | \$44.00 |
| | Insecticide item #6 Bifen Lp 25lb | 25lb | \$20.00 |
| 12 | miseculate item no Bilen Ep 2510 | | |
| | Insecticide item #7 Fipronil .0143G 30lb | 30lb | \$42.30 |
| 12 | | 30lb 5gal case | \$42.30 \$95.00 |

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IN WITNESS WHEREOF, this Third Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Amendment directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Amendment on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding amendment on behalf of such party with respect to the matters contained herein and as stated herein.

DATED 5/14/2025 | 10:53 AM EDT by the Lee County Board of County Commissioners. COUNTY: LEE COUNTY, FLORIDA Signed by: Director of Procurement Management, on behalf the Board County of Commissioners APPROVED as to Form for the Reliance of Lee County Only DocuSigned by: DATED this 13th day of May 2025 by Mar Green Resources, LLC ATTEST: Authorized Signature KRISS RAMPOOD Authorized Signature Printed Name

CORPORATE SEAL:

AUTHORIZED MEMBER

Authorized Signature Title