

FIRST AMENDMENT OF THE AGREEMENT FOR LANDFILL GAS
OPERATION, MONITORING AND MAINTENANCE SERVICES

THIS FIRST AMENDMENT OF THE LANDFILL GAS OPERATION, MONITORING AND MAINTENANCE SERVICES AGREEMENT, is made by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Sullivan Environmental, Inc. ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of landfill gas operation, monitoring and maintenance services through Solicitation B250148SAM with Vendor on the 4th day of September 2025 ("Agreement"); and,

WHEREAS, after the execution of the Agreement, it was determined that it would be in the best interest of the County to add Hydrogen Sulfide Testing services to the Agreement; and,

WHEREAS, pursuant to Article XVI. MISCELLANEOUS of the Agreement, the Parties desire to modify the Agreement to add Hydrogen Sulfide Testing to the Exhibit A. SCOPE OF WORK AND SPECIFICATIONS of the Agreement, as paragraph 5.7 Hydrogen Sulfide Testing under A. ROUTINE SERVICES in Section 4. SPECIFICATIONS, and the corresponding pricing as Line # 1.9 to the Exhibit B. FEE SCHEDULE.

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

1. The Parties agree that, effective immediately upon full execution of this Amendment, Paragraph A. ROUTINE SERVICES in Section 4. SPECIFICATIONS of the Exhibit A. SCOPE OF WORK AND SPECIFICATIONS of the Agreement shall be supplemented by:

5.7 Bi-Monthly Hydrogen Sulfide Testing

5.7.1 The Vendor shall conduct six (6) hydrogen sulfide sampling events per calendar year.

5.7.2 Sampling events shall occur on a bimonthly basis unless otherwise directed by the County.

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- 5.7.3 Sampling locations shall include, but not be limited to, Flare Inlet header sampling port, extraction wells, and horizontal collectors.
 - 5.7.4 The Vendor shall provide capacity for up to two (2) additional sampling events per year for:
 - 5.7.4.1 Resampling due to permit exceedance
 - 5.7.4.2 Regulatory request
 - 5.7.4.3 Equipment malfunction
 - 5.7.5 The Vendor shall use hydrogen sulfide (H₂S) monitors or colorimetric detector tubes to determine concentration.
 - 5.7.6 The Vendor shall provide a written report within 20 days of the sampling event.
2. The Parties agree that the cost of each Hydrogen Sulfide Testing shall be \$7,662.20, with an estimated six (6) tests to be conducted per contract year, and a contract price increase not to exceed \$199,225.00 over the potential maximum remaining term of the contract.

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3. The Parties agree that, effective immediately upon full execution of this Amendment , the Exhibit B. FEE SCHEDULE of the Agreement shall be superseded by:

Sullivan Environmental, Inc.			
Line #	Description	UOM	Unit Price
Category 1 - Routine Services			
1.1	Staff Workshop - Annual	EA	\$2,000.00
1.2	Wellfield Monitoring (11 wellheads) - Monthly	EA	\$2,937.70
1.3	Flare Testing - Quarterly	EA	\$3,043.00
1.4	Surface Emissions Monitoring (120 acres) - quarterly	EA	\$9,663.90
1.5	Flare Maintenance - Quarterly	EA	\$2,240.00
1.6	Flare Testing (Annual)	EA	\$1,740.00
1.7	Flare Maintenance - Semi-Annual	EA	\$170.00
1.8	Flare Maintenance - Annual	EA	\$4,845.00
1.9	Hydrogen Sulfide Testing Event - Bi-Monthly	EA	\$7,662.50
Category 2 - Non-Routine Services			
2.1	Field Service Technician	Hours	\$106.25
2.2	Project Foreman	Hours	\$131.25
2.3	Heavy Equipment Operator	Hours	\$106.25
2.4	Construction Laborer	Hours	\$50.00
2.5	Trip Charge Fee	EA	\$1,550.00
Category 3 - Parts & Supplies (includes shipping)			
3.1	Repair Components/ Parts: Percentage mark up on Vendor Cost (Max 15%)	Percentage	8.0%
Category 4 - Hourly Rates - Overtime / Emergency			
4.1	Field Service Technician	Hours	\$150.00
4.2	Project Foreman	Hours	\$200.00
4.3	Heavy Equipment Operator	Hours	\$150.00
4.4	Construction Laborer	Hours	\$75.00
4.5	Trip Charge Fee	EA	\$1,950.00
Category 5 - Job-Related Costs			
5.1	Equipment: Upon prior County approval, all additional equipment deemed "necessary" to be rented or leased for use on a project under this solicitation shall include a 10% mark-up.		10.0%
5.2	Third-party testing: All third-party testing needed under this solicitation shall include a 10% mark-up.		10.0%
5.3	The vendor shall be responsible for all costs associated with the use of subcontractors. A subcontractor mark-up shall not exceed 10%.		10.0%

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IN WITNESS WHEREOF, this First 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 agreement on behalf of such party with respect to the matters contained herein and as stated herein.

DATED 5/22/2026 | 2:11 PM EDT by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

Signed by:
Christine Brady
BY: 72E6BCCC19F04BA
Christine Brady
Assistant County Manager, on behalf of the
Board of County Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

DocuSigned by:
Amanda L. Swindle
BY: EC9B5A5584DD473
County Attorney's Office

DATED this 24th day of April, 2026 by Sullivan Environmental, Inc.

ATTEST:

[Handwritten Signature]
(Witness)

BY: [Handwritten Signature]
Authorized Signature
Kristine Sullivan
Authorized Signature Printed Name
Vice-President
Authorized Signature Title

CORPORATE SEAL:

