

B250148SAM
Landfill Gas Operation, Monitoring and Maintenance Services
Sullivan Environmental, Inc.

E1 Contract # NA / PO

AGREEMENT FOR LANDFILL GAS OPERATION, MONITORING AND MAINTENANCE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Sullivan Environmental, Inc., a Florida corporation whose address is 4448 13TH LN NE, St. Petersburg, FL 33703, and whose federal tax identification number is 20-4922222, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase services for Landfill Gas Operation, Monitoring and Maintenance from the Vendor in connection with "Landfill Gas Operation, Monitoring and Maintenance Services" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B250148SAM on May 9, 2025 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on July 1, 2025; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Scope of Work and Specifications Section of B250148SAM, a photocopy of said section being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B250148SAM, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for one (1), three (3) year period. Upon mutual written Agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding

under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing,

advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination
- E. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.
- C. Vendor shall secure from the applicable third-party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Kristine M. Sullivan
 Title: Vice-President
 Address: 4448 13TH Lane NE
St. Petersburg, FL 33703
 Telephone: (813) 625-2952
 Facsimile: _____
 Email: kristine@sullivanenv.com

County's Representative

Name: Mary Tucker
 Title: Procurement
Management Director
 Address: P.O. Box 398
Fort Myers, FL 33902
 Telephone: (239) 533-8881
 Facsimile: (239) 485-8383
 Email: mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement 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.
- M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. County's Purchase Order
 3. Solicitation
 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: _____

Print Name: _____

Sullivan Environmental, Inc.

Signed By: _____

Print Name: _____

Title: _____

Date: _____

DS



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

DocuSigned by:

Signed By: _____

Print Name: _____

Title: _____

Date: _____

Kevin Ruane

22FDD5F15C7E43A...

Kevin Ruane

Chair

9/4/2025 | 10:51 AM EDT

ATTEST:

CLERK OF THE CIRCUIT COURT

Signed by:

BY: _____

DEPUTY CLERK

Latasha Seth

77C3798BE6744EA...

APPROVED AS TO FORM FOR THE
RELiance OF LEE COUNTY ONLY:

DocuSigned by:

BY: _____

OFFICE OF THE COUNTY ATTORNEY

Amanda L. Swindle

FF1E09B516584DD471...

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK:

- 1.1. The Lee County Board of County Commissioners seeks to contract a qualified Vendor to provide Landfill Gas Operations, Monitoring and Maintenance Services at Lee/Hendry Landfill. The services shall include but are not limited to the Vendor furnishing the necessary personnel, equipment, materials, supplies, transportation and services required to operate, monitor and perform maintenance services for the current 11 wellheads located on the 25-acre wellfield site.
- 1.2. Maintenance and repairs performed by the Vendor shall comply with the Landfill Gas Collection and Control System design documents, regulatory requirements and industry standards.

2. ACCESS TO COUNTY PROPERTY AND LANDFILL GAS COLLECTION AND CONTROL SYSTEM:

- 2.1. The services provided shall be performed at the Lee/Hendry Regional Solid Waste Disposal Facility at 5500 Church Road, Felda, Florida.
- 2.2. All scheduled tests and inspections shall be pre-determined and coordinated between the Vendor and the County's Landfill Manager prior to services being performed. A schedule of services for each year of the contract shall be developed by the Vendor and will be reviewed and approved by the County. Hours are subject to change based on the needs of the County.
- 2.3. Regular on-site work shall be conducted during business hours Monday – Friday 7:00 AM to 5:00 PM, excluding weekends and holidays recognized by the Lee County Solid Waste Department.
 - 2.3.1. The following is the list of holidays observed by the Solid Waste Department:
 - New Years' Day
 - Memorial Day
 - Independence Day
 - Labor day
 - Thanksgiving Day
 - Christmas Day



3. SAFETY

- 3.1. Jobsite safety is the responsibility of the vendor.
- 3.2. The Vendor is responsible for complying with Lee/Hendry Landfill Health and Safety Plan, as provided in Attachment A.
- 3.3. This project involves work in and around active Class I and Class III Landfills. The Vendor shall protect all personnel from all hazards associated with working at the landfill, including contact with leachate and other contaminated media, landfill gases, microbiological airborne contaminants, dangerous chemical, sharp objects, and other hazards. The Vendor shall comply with the “A Compilation of Landfill Gas Field Practices and Procedures” dates August 2011 by the Solid Waste Association of North America (SWANA). The Vendor shall take precautions necessary to ensure workers health and safety in compliance with OSHA Chapters 1910 and 1926, and other applicable regulations.
- 3.4. A Health and Safety Plan shall be prepared and approved by the Vendor prior to any work beginning on-site.

4. SPECIFICATIONS

A. ROUTINE SERVICES

5.1 Monthly Wellfield Tuning

- 5.1.1 Monthly monitoring of all gas extraction points for, at minimum: Pressure, temperature, flow, and composition. Tune and adjust the wellfield to minimize odors and maintain compliance with New Source Performance Standards (NSPS) parameters. The Vendor shall track corrective actions in a format suitable for NSPS compliance. Routine monthly monitoring includes an on-site review with the Landfill Manager of wellfield data, correction actions completed, and corrective actions needed.
- 5.1.2 Each month, the Vendor shall provide a report within 20 calendar days of monitoring including the results of the wellfield monitoring, inactive well status, corrective action taken, 5 and 15-day re-monitoring data, calibration documentation, heat maps of each parameter, and Vendor recommendations.
- 5.1.3 A calibrated LANDTEC GEM 5000 or equivalent to be used for wellfield monitoring.
- 5.1.4 All data must be provided to the County upon request in .csv format.
- 5.1.5 Inactive well management. The Vendor shall apply for inactive well status and track inactive wells for full compliance with NSPS parameters. Time related to inactive well management will be considered additional services.



- 5.1.6 Corrective actions and re-monitoring. Any wellfield deficiencies that require the Vendor to return to the site for corrective action shall be performed as non-routine services. Re-monitoring shall be conducted as additional services. Request to FDEP for alternative timelines to correct and re-monitor exceedances shall be considering additional services.

5.2 Quarterly Surface Emissions Monitoring

- 5.2.1 Quarterly monitoring of all landfills as specified in applicable SEM regulations as listed in NSPS XXX, Subpart OOO, and/or NESHAP AAAA; 40CFR 60 Appendix A, Method 21. This includes calibration and background concentrations, developing GPS serpentine route, developing monitoring plan, GPS documentation of actual route, and developing a penetration schedule. The monitoring plan shall be submitted to the County 10 days before the SEM event.
- 5.2.2 Lee County will provide topographic surveys and aerial data, Vendor price shall include all effort associated with setting up the site files.
- 5.2.3 A calibrated LANDTEC SEM 5000 or equivalent to be used for surface emissions monitoring.
- 5.2.4 Areas monitored shall include the Class I Landfill Cells 1-12 (note there is no Cell 6); Class III Landfill Cells 1 and 2A and Ash Monofill Cells 1-4. Should additional areas be added, this would be additional services.
- 5.2.5 Areas monitored are to include identified penetrations, areas with cover integrity issues, and areas identified with distressed vegetation or other signs of gas migration.
- 5.2.6 Dangerous locations identified at the site by monitoring personnel in collaboration with the Landfill Manager may be excluded.
- 5.2.7 Vendor will mark exceedance locations with surveyor's flags, take GPS locations, notify the landfill staff of the exceedances, and recommend corrective actions prior to leaving the site.
- 5.2.8 GPS locations shall be accurate +/- 4 meters with at least 5 decimal places.
- 5.2.9 Surface emissions recheck, both 10 days and one month, will be considered additional services.
- 5.2.10 The Vendors will provide a written report summarizing the data and details of exceedances within 20 calendar days. The report shall be suitable for regulatory submittal by Lee County.

5.3 Annual Flare Testing

- 5.3.1 Annually, the Vendor shall conduct flare performance testing to demonstrate the performance requirements of 40 CFR 60.18 and 60.752(b)(iii)(B).



- 5.3.2 The Vendor shall prepare testing protocol to be submitted to the County before testing. The Vendor shall also coordinate with FDEP regarding the date of the testing in order to allow the FDEP the opportunity to witness the test.
- 5.3.3 The Vendor shall conduct visible emissions testing in accordance with EPA Method 22 and appropriate EPA determinations.
- 5.3.4 The Vendor shall test demonstrates compliance with 40CFR 60.18(c)(3) by determining heat content of the landfill gas.
- 5.3.5 The Vendor shall test to demonstrate compliance 40CFR 60.18(c)(3) by determining the flare tip exit velocity.
- 5.3.6 The Vendor shall provide a report documenting the results of the performance test within 20 days of testing suitable for the County's submittal to FDEP.

5.4 Flare Maintenance – Semi-Annual

- 5.4.1 The Vendor shall complete semi-annual flare maintenance in accordance with table 1.
- 5.4.2 The Vendor shall meet with landfill staff prior to leaving the site and provide a copy of the completed checklist (service report). All measured or observed parameters shall be recorded in the comments section on the checklist and reported via email to the Landfill Manager.

5.5 Flare Maintenance – Annual

- 5.5.1 The Vendor shall complete annual flare maintenance in accordance with table 1. Annual maintenance event shall include items marked in the semi-annual and annual columns.
- 5.5.2 The Vendor shall meet with landfill staff prior to leaving the site and provide a copy of the completed checklist (service report). All measured or observed parameters shall be recorded on the checklist. Any additional repairs needed shall be recorded in the comments section on the checklist and reported via email to the Landfill Manager.

5.6 Annual Staff Workshop

- 5.6.1 The vendor shall provide at least one yearly workshop for County employees and at a County designated location to provide status update on the landfill gas collection and control system and present any opportunities for improvement.
- 5.6.2 An agenda and outlines shall be provided to the County at least 30 days prior to each workshop as agreed to by the County.



B. NON-ROUTINE SERVICE

- 5.7 Non-Routine services shall be identified prior to execution, which may include but are not limited to gas collection and control system repairs, surface emissions re-checks, additional wellfield monitoring, troubleshooting, etc.
- 5.8 Any additional Non-Routine services to be provided and not directly specified within the Scope of Work and Detailed Specifications shall be considered on a case-by-case basis and shall be utilized with the non-routine services' hourly rates. For additional wellfield monitoring or additional quarterly surface emissions monitoring, the unit price provided under the Routine Service category shall be applied.

C. PARTS AND SERVICES FOR REPAIR

- 5.9 Repairs that are identified as part of the monitoring, testing, and maintenance shall be handled in the following manner:
- 5.9.1 Situations that affect the continued operation of the landfill gas collection and control system or permit compliance:
 - 5.9.1.1 Contact the Landfill Manager immediately to discuss this before the technician leaves the site. The Landfill Manager will evaluate the need and determine if an emergency repair is warranted while the technician is on site.
 - 5.9.1.2 Emergency repair work shall be invoices at the rates noted in the Fee Schedule.
 - 5.9.1.3 Emergency repair work shall be initiated no more than 24 hours upon receipt of request. Details of the specific emergency response shall be determined between the County and the Vendor at the time of the request.
 - 5.9.2 Situations that require repair but are not threats to system operation nor permit compliance:
 - 5.9.2.1 The Vendor shall submit a proposal to the County for completion of repairs. Repairs shall not be made until Purchase Order has been provided to the Vendor for the respective repairs.
- 5.10 Upon approval for repairs or corrective action, all work shall be done in accordance with the applicable state and federal regulations and system design.



D. OVERTIME/EMERGENCY SERVICES

5.11 Overtime or Emergency Services refer to situations that affect the continued operation of the landfill gas collection and control system or permit compliance. The Overtime/Emergency hourly rates shall be applied.

5. PRICING

5.1. **Category 1 – Routine Services:** Shall be provided as indicated in Section 5 of the Scope of Work. Routine services rates shall include the following:

- 5.1.1. Wellfield monitoring – Monthly: Shall be performed on a monthly basis for the existing 11 wellheads.
- 5.1.2. Surface Emissions monitoring – Quarterly: Shall be performed on a quarterly basis for the existing 25-acre wellfield.
- 5.1.3. Flare Testing – Annual: Shall be performed on an annual basis for the existing 25-acre.
- 5.1.4. Flare Maintenance - Semi-Annual: Shall be performed on a semi-annual basis for the existing 25-acre.
- 5.1.5. Flare Maintenance - Annual
- 5.1.6. Staff Workshop – Annual

5.2. **Category 2 – Non-Routine Services:** Shall be provided as described in Section 5 of the Scope of Work. Services shall be billed as hourly rates for the non-routine services provided. The hourly rates shall include all costs associated with the performance of the services specified, including tools, consumables, overhead, profit, benefits, etc. applicable to the hourly rate.

- 5.2.1. **Field Service Technician:** At a minimum will be responsible for performing monitoring activities, system inspections (able to identify issues with the system), well repair. The Technician will have a minimum 3 years of experience performing similar activities.
- 5.2.2. **Project Foreman:** At a minimum will be responsible for overseeing construction services on-site, related to non-routine and overtime/emergency services. The Foreman will have at a minimum 5 years of experience providing similar services and hold butt-fusion welding and electrofusion welding certifications.
- 5.2.3. **Heavy Equipment Operator:** At a minimum will be responsible for operating heavy equipment such as an excavator, front-end loader, and bulldozer. The Operator will have at a minimum 5 year of experience operating heavy equipment.
- 5.2.4. **Construction Laborer:** At a minimum shall assist with field repairs.



5.2.5. **Trip Charge Fee:** A trip charge fee may be applied for service originating outside Hendry County. The trip charge shall be defined as a once-per-trip charge to and from the Lee Hendry Landfill, vehicle costs, drive time, tolls, fuel, and per diem. Trip charges shall not apply to the routine services and shall only apply to additional non-routine services as requested by the County.

5.3. **Category 3 - Parts and Supplies for Services**

5.3.1. The Vendor shall Provide percentage (%) markup on materials used for services provided in Section 5 of the scope of work, not to exceed 15%. A mark-up on sales tax shall not be permitted.

5.4. **Category 4 - Hourly Rates – Overtime / Emergency:** Shall be provided for services as described in Section 5 of the scope of work. Overtime/Emergency labor hours paid shall be only for productive hours at the job site.

5.4.1. Field Service Technician.

5.4.2. Project Foreman.

5.4.3. Heavy Equipment Operator.

5.4.4. Construction Laborer.

5.4.5. Trip Charge may be applied for a service originating outside of Hendry County. The trip charge shall be defined as a once-per-trip charge to include all mileage to and from the Lee Hendry Landfill, vehicle cost, drive time, tolls, fuel, and per diem. Trip charges shall not apply to the routine services and shall only apply to additional non-routine services as requested by the County.

5.5. **Category 5 – Job Related Cost**

5.5.1. 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 as identified on the bid schedule.

5.5.2. Third-party testing: All third-party testing needed under this solicitation shall include a 10% mark-up as indicated on the bid schedule.

5.5.3. The vendor shall be responsible for all costs associated with the use of subcontractors. A subcontractor mark-up shall not exceed 10% as provided in the bid form but it will not be included in the basis of the award.

6. **EXPANDED SERVICES**

6.1. In the event that the wellfield or the landfill are expanded, the Unit Price for Monthly wellfield Monitoring and Quarterly Surface Emission Monitoring will extrapolate. The increase in the rates will be proportional to the increase in wellheads or acres. Extended rates are as follows:



6.1.1. For the Monthly Wellfield Monitoring, the new Unit Price shall be as follows:

$$\text{New Unit Price} = \text{Old Unit Price} \times \left(1 + \frac{\text{Added wells}}{\text{Old Number of Wells}} \right)$$

6.1.2. For quarterly Surface Emission Monitoring, the new Unit Price shall be the percentage increase in acres of landfill to monitor times the original Unit Price per monitoring event.

$$\text{New Unit Price} = \text{Old Unit Price} \times \left(1 + \frac{\text{Added Monitoring Area (acres)}}{\text{Old Monitoring Area (acres)}} \right)$$

7. SUPPLEMENTAL INFORMATION

- 7.1. Attachment A – Lee Hendry Regional Solid Waste Disposal Facility Site Health and Safety Plan.
- 7.2. Attachment B – Lee Hendry regional Solid Waste Disposal Facility 2024 Gas Collection and Control System.
- 7.3. Attachment C - Lee Hendry regional Solid Waste Disposal Facility 2024 Gas Collection and Control System Plans Drawing.

End of Scope of Work and Specifications Section



SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written Agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms no to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. BASIS OF AWARD

- 2.1. The basis of the award shall be determined by the lowest Project Total Bid of the most responsive, responsible, and qualified Vendor meeting all bid specifications for Categories 1, 2 and 3.
- 2.2. While required, Categories 4 and 5 will not be considered as part of the basis of the award.
- 2.3. The Vendor is required to bid on all line items to be considered for an award.

3. MINIMUM QUALIFICATIONS

- 3.1. CONTRACTOR shall meet the minimum qualification as specified in – Minimum Qualification Requirements Criteria provided within this solicitation package to qualify for consideration of award.
- 3.2. The determination shall be based upon the examination of Minimum Qualification Requirements Criteria and associated supportive documentation (if any requested). Failure to meet the minimum qualifications listed on this solicitation, at the sole discretion of the County, may result in CONTRACTOR being deemed Non-Responsive.
- 3.3. The only minimum requirements associated with this solicitation are contained in Minimum Qualification Requirements Criteria. Any reference to minimum qualifications requirements experience contained within the solicitation attachments shall be superseded by Minimum Qualification Requirements Criteria.



Solicitation No.: B250148SAM

Solicitation Name: Landfill Gas Operation, Monitoring and Maintenance Services

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. NON-MANDATORY PRE-BID DATE CHANGE NOTICE:

FROM: MAY 20, 2025, AT 9:00 AM

TO: MAY 27, 2025, AT 9:00 AM

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Sahara Morales

Sahara Morales
Procurement Analyst Direct Line: 239-533-1689
Lee County Procurement Management



Solicitation No.: B250148SAM

Solicitation Name: Landfill Gas Operation, Monitoring and Maintenance Services

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. OPEN DATE / BID DUE DATE EXTENCION NOTICE:

FROM: JUNE 10, 2025, AT 2:30 PM

TO: JUNE 17, 2025, AT 2:30 PM

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Sahara Morales

Sahara Morales
Procurement Analyst Direct Line: 239-533-1689
Lee County Procurement Management



Solicitation No.: B250148SAM

Solicitation Name: Landfill Gas Operation, Monitoring and Maintenance Service

Subject: Addendum Number 3

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. OPEN DATE/BID DUE DATE EXTENSION NOTICE:

FROM: JUNE 17, 2025, AT 2:30 PM

TO: JUNE 20, 2025, AT 2:30 PM

2. REVISED BID LINES

- The revised Addendum # 3 Bid Lines has been revised to change:
 - Item 1.2 Surface Emissions Monitoring (25 acres) – quarterly: The bid price should be provided for monitoring of **120 acres** instead of 25 acres. The items shall cover monitoring of the Class I Landfill Cells 1-12 (note there is no Cell 6); Class III Landfill Cells 1 and 2A and Ash Monofill Cells 1-4. Should additional areas be added, this would be additional services, as described in item 5.2.4 of the scope of work. The acreage amounts have been changed in the revisions below.
 - Item 1.3 Flare Testing – Quarterly has been added to the Bid Lines.
 - Item 1.5 Flare Maintenance – Quarterly has been added to the Bid Lines.

3. REVISIONS TO SCOPE OF WORK

The following shall be considered revised to the scope of work provided within this solicitation:

5. SPECIFICATIONS

A. ROUTINE SERVICES

5.3 Quarterly Flare Testing

5.3.1 Quarterly, the Vendor shall determine the hydrogen sulfide (H2S) or total reduced sulfur (TRS) content of the landfill gas using EPA Method 15 or 16 and according to the current Title V permit for the facility.

5.3.2 The Vendor shall provide a report documenting the results of the quarterly test within 20 days of testing suitable for the COUNTY'S submittal to FDEP.

5.5 Flare Maintenance – Quarterly

5.5.1 The Vendor shall complete quarterly flare maintenance in accordance with table 1.

5.5.2 The Vendor shall meet with landfill staff prior to leaving the site and provide a copy of the completed (service report). All measured or observed parameters shall be recorded within their service report and reported via email to the Landfill Manager.

5.6 Flare Maintenance – Semi-Annual

5.6.1 The Vendor Shall complete semi-annual flare maintenance in accordance with table 1. Semi-annual maintenance event shall include items marked in the quarterly and semi-annuals columns.

5.7 Flare Maintenance - Annual

5.7.1 The Vendor Shall complete annual flare maintenance in accordance with table 1. Annual maintenance shall include items marked in the quarterly, semi-annual columns.

6. PRICING

6.1 Category 1 – Routine Services

6.1.2 Surface Emissions Monitoring – Quarterly: Shall be Performed on a quarterly basis for the existing ~~25~~ 120-Acre wellfield.

6.1.3 Flare Testing – Quarterly: Shall be performed on a quarterly basis for the landfill gas flare.

6.1.4 Flare Testing – Annual: Shall be performed on an annual basis for the ~~existing 25~~ -acre: Landfill gas flare.

6.1.5 Flare Maintenance – Quarterly: Shall be performed on a quarterly basis for the landfill gas flare.

4. ATTACHMENTS

- a. Attachment D – Table 1 Maintenance Schedule
- b. Attachment E - Title V Construction Permit
- c. Attachment F - Statement of Basis - Title V Operations Permit
- d. Attachment G - Final Permit Renewal Signed - Title V Operations Permit
- e. Attachment H - Final Permit Renewal - Title V Operations Permit
- f. Attachment I - Final Notice Signed - Title V Operations Permit

- g. Attachment J - Final Notice - Title V Operations Permit
- h. Attachment K - Final Determination - Title V Operations Permit
- i. Attachment L - Final Appendices - Title V Operations Permit
- j. Attachment M – Pre-Bid Sign-In Sheet

5. QUESTIONS/ANSWERS

1.	Based on our review of Lee/Hendry's permit documents and FDEP compliance file, estimated NMOC emissions from the landfill remain below the NSPS XXX 34 Mg/year threshold that would trigger the requirement to install and operate an NSPS-compliant gas collection and control system (GCCS). Assuming this is correct, please clarify that the monthly NSPS wellhead monitoring and NSPS SEM are voluntary and will remain so for the foreseeable future and that there is no regulatory reporting requirement or requirement to submit requests to FDEP for alternate timelines should re-testing be completed voluntarily.
Answer	The current system is voluntary until the site specific NMOC value exceeds the regulatory threshold of 34 MG/year, therefore there is no regulatory reporting requirement under subpart XXX. However, the facility is under a Title V permit which includes monitoring and reporting requirements for the flare system. The Title V construction permit for the flare and the most recent Title V operations permit are being attached for your reference.

2.	This question has two parts related to the requirement for Annual Flare Testing described in Section 5.3 of the Scope of Work and Specifications. Based on our understanding as set forth in our first question, the 2,500 scfm flare and associated GCCS installation is voluntary, as the NMOC emissions for the site remain below the 34 Mg/year threshold. Because of this, there is no regulatory or permit requirement to conduct NSPS XXX initial performance testing for the flare upon construction completion or annually as specified in the SOW. The FDEP air construction permit for the flare does include both (1) an initial and annual requirement for Method 22 Visible Emission testing and (2) quarterly sulfur sampling. Neither of those is included in the SOW. a.Please clarify if pricing for Annual Flare Testing only includes annual visible emissions testing and quarterly sulfur testing as required by the flare's permit and that NSPS initial and annual performance testing is excluded.
Answer	The Bid Lines and scope of work have been modified to reflect the Annual and Quarterly Flare Testing requirements. Initial performance testing is excluded from this solicitation.

3.	this is the second part to the question submitted below, labeled as 2. b.With that clarification in mind, is Bid Response Package Item 1.3 Flare Testing (Annual) intended to include a lump sum price for annual visible emissions testing and quarterly sulfur sampling of the flare?
Answer	The Bid Lines and scope of work have been modified to reflect the Annual and Quarterly Flare Testing requirements.

4.	Section 5.4 of the Scope of Work and Specifications states the Vendor shall complete semi-annual flare maintenance in accordance with table 1. Please clarify if table 1 is included in the bid documents provided by the county or if table 1 references Bid Line 1.4 of the vendor bid response.
Answer	Table 1 is provided as part of this addendum. The Vendor shall provide at a minimum the maintenance included as listed in Table 1. The final maintenance shall be confirmed with the flare manufacturer operation manual prior to starting the work.

5.	Section 5.5 of the Scope of Work and Specifications states the Vendor shall complete annual flare maintenance in accordance with table 1. Please clarify if table 1 is included in the bid documents provided by the county or if table 1 references Bid Line 1.5 of the vendor bid response.
Answer	Table 1 is provided as part of this addendum. The Vendor shall provide at a minimum the maintenance included as listed in Table 1. The final maintenance shall be confirmed with the flare manufacturer operation manual prior to starting the work.

6.	Please clarify that Bid Line item 3.1 is intended to be a simple percentage mark up on vendor costs and not a dollar amount.
Answer	Line item 3.1 is a percentage markup. However, for evaluation purposes only, an estimated amount of \$75,000 has been incorporated to help determine the amounts of the bids. Please note that the \$75,000 amount is an estimate only and is not to be considered as a true quantity being ordered during this agreement.

7.	Is the site subject to Title V regulations? If so, please provide your Title V permit.
Answer	The Title V construction permit for the flare and the most recent Title V operations permit are being attached for your reference.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Sahara Morales

Sahara Morales

Procurement Analyst Direct Line: 239-533-1689

Lee County Procurement Management



Solicitation No.: B250148SAM

Solicitation Name: Landfill Gas Operation, Monitoring and Maintenance Service

Subject: Addendum Number 4

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENTS

- a. Attachment D – Revised Addendum 4 - Table 1 Maintenance Schedule

2. CLARIFICATION

- a. Table 1 – Maintenance Schedule will be finalized/confirmed once we get the specific maintenance list from our flare manufacturer.

3. QUESTIONS/ANSWERS

1.	For Category 3: Parts and Supplies, assuming a max 15% markup, do we enter a, b or c in the line item box? a. 15% b. $75,000 \times 1.15 = \$86,250$ c. $0.15 * 75,000 = \$11,250$
Answer	Vendor should answer the percentage in this case answer a
2.	Addendum 3 specifies quarterly, semiannual, and annual flare maintenance requirements. Each of those line items reference Attachment D - Table 1 to determine specific requirements. However, Table 1 includes weekly, bi-weekly, and monthly tasks. It does not include any quarterly tasks. a. What are we to include for quarterly maintenance? b. Verify we are not expected to conduct maintenance weekly, bi-weekly, or monthly.
Answer	a. Table 1 has been updated to reflect the quarterly maintenance. b. The vendor is not expected to conduct weekly, bi-weekly or monthly flare maintenance.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Sahara Morales

Sahara Morales

Procurement Analyst Direct Line: 239-533-1689

Lee County Procurement Management

EXHIBIT B

FEE SCHEDULE

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
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%



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***



Lee County Insurance Requirements

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **Under the Description of Operations, the following must read as listed:**

“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.”

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

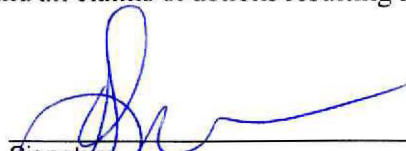
Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 7/24/25

STATE OF Florida
COUNTY OF Pinellas


Signature
Kristine Sullivan, V.P.
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24th day of July, 2025, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: FL DL
Type of Identification

[Stamp/seal required]


Signature, Notary Public

