

Biogas Engineering Product Supply Agreement

This Product Supply Agreement, herein referred as the *Agreement*, is entered into as of April __, 2022 (the *Effective Date*) by and between **BIOGAS ENGINEERING**, a corporation organized and existing under the laws of the state of California, with its principal office located at 2321 E. 28th Street, Suite 400, Signal Hill, California 90755, hereinafter referred to as *BGE*, and Indian River County Solid Waste Disposal District (SWDD), a dependent special district of Indian River County, Florida (the "District"), with its principal office located at 1325 74th Ave SW, Vero Beach FL 32968, hereinafter referred as *Buyer*. The BGE and the Buyer may be referred to individually as a *Party* or collectively as the *Parties*.

Whereas, BGE is engaged in the business of design and fabrication of biogas (landfill gas, digester gas) treatment equipment including, without limitation, the components, equipment and instruments collectively packaged as Biogas collection and treatment (BGCT) Unit which are the subject of the purchase order attached hereto as **Exhibit A** and made a part hereof (the *Products*);

Whereas, Buyer has requested and BGE has agreed to supply on the terms and conditions set forth below, the BGCT Unit more particularly set forth in **Exhibit A**; and

Whereas, Parties want to establish purchasing procedures and the terms and conditions governing the purchase of additional products, parts, and services;

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. Term.** This Agreement shall be effective as of the Effective Date set forth above and shall continue for a period of Two (2) years or until the BGCT Units have been delivered to the Buyer, whichever comes later.
- II. Agreement of Purchase and Sale.** Pursuant to the terms and conditions of this Agreement, BGE agrees to sell to the Buyer, and the Buyer agrees to buy from BGE, the Products listed in **Exhibit A** hereto, in such quantities and at such prices as agreed by the Parties. Buyer shall submit to BGE a purchase order, in any format, identifying the Products it requests to purchase along with written design specifications and minimum requirements sufficient to facilitate creation of design concept and related drawings by BGE. Buyer shall sign and promptly return of a signed copy of BGE's quote and this Agreement signifying its acceptance of the quoted price and agreement to purchase the Products in consideration for payment of the same. All signed price quotes in the form specified above shall be attached hereto as **Exhibit C** and incorporated as a part of this Agreement.
- III. Drawings.** BGE shall submit to Buyer a complete set of concept and design drawings for Buyer's approval within 3-4 weeks of receipt of **Exhibit A**. All approved drawings in the form specified herein shall be considered **Exhibit B** and become part of this Agreement. All technical drawings in this form are considered property of BGE. BGE retains all rights, including without limitation, the exclusive right to license, use, and sell the same. Buyer shall have a license to use the products specified in Exhibit A as designed and fabricated by BGE. However this license does not permit Buyer to duplicate or copy BGE's design.
- IV. Fabrication and Lead Time.** BGE reserves the right to select and utilize vendors, sub-contractors and/or fabricators to supply, fabricate and assemble the components and instruments which comprise the Products. Buyer authorizes BGE to engage fabricators, vendors, and/or sub-contractors (hereinafter "fabricator") at its discretion pursuant to separate agreement which specifies the obligations, risks, liabilities and scope of work to be performed by any fabricator so engaged. Approved drawings and Buyer's specifications shall be promptly returned to BGE to avoid fabrication delay. BGE's fabricator shall provide a quote to Buyer of estimated lead time based on commercially reasonable efforts for fabrication and delivery of the final Products. Estimated lead time includes consideration of production planning and logistical issues impacting fabrication and delivery and shall not be considered or interpreted as a guarantee of delivery time. Notwithstanding, BGE and fabricator shall use commercially reasonable efforts to complete and deliver final Products within the Leadtime specified in the proposal or agreed upon both parties.
- V. Inspection and Acceptance.** Buyer shall visually inspect finished Products for conformity with **Exhibit B** prior to taking possession of the same for shipment and deliver. Said inspection shall take place at Buyer's expense at fabricator's location. Buyer shall arrange inspection through BGE upon receipt of written notice from BGE of final assembly and fabrication of Products. Buyer shall promptly notify BGE of any defects or non-conformity within three (3) days said inspection. If the Buyer fails to arrange said inspection or notify BGE of any such defects or non-conformity within such period, the Products shall be deemed to be accepted by Buyer as-is and with all defects and/or then existing non-conformity with **Exhibit B**. To the extent that Buyer notifies BGE of any non-conformity with **Exhibit B** or other defect, and BGE confirms the same subsequent to its reasonable inspection of the Products, then BGE's sole liability and Buyer's sole remedy shall be replacement of the Products or other repair or replacement of the defective or non-conforming parts, components, or equipment or otherwise undertaking reasonable efforts to remedy said non-conformity or defect. *To the extent that BGE is unable to replace or otherwise remedy all defective Products rejected by the Buyer, BGE may elect at its option, to reimburse the Buyer for the full purchase price thereof, including any related shipping costs and taxes.*
- VI. Warranty and Limitations of Remedies; Disclaimer.**
 - A.** BGE warrants that the Products supplied shall be free from defects in material and manufacture, conform to specifications, requirements and drawings set forth in the attached **Exhibit B**. If any Product fails to conform to such specifications or any defect in material or manufacture appears within Twelve (12) months from the date Products are accepted for shipment and transferred to the possession of Buyer, then BGE's entire liability, and the Buyer's exclusive remedy, shall be, to repair or replace such defective Product within a reasonable time after written notification thereof or at the election and option of BGE, refund of the full purchase price as set forth above.
 - B.** All warranties provided by BGE as set forth herein are completely void if the Products are operated or used improperly by Buyer including without limitation the following:
 - a. Pollution of the installation site with contaminants;
 - b. Improper maintenance or storage;
 - c. Operation of the Products above specified temperature limits;
 - d. Operation of the Products above maximum design pressure limits;
 - e. Failure to follow Product installation guidelines; or
 - f. Improper handling of Products;
 - C.** Buyer's claim under any warranty made herein shall be accompanied by the following:
 - a. A complete description of the problem;
 - b. Photographs and/or video of the problem; and
 - c. Documentation of the conditions related to operation and use of the Products

Buyer shall also permit BGE to conduct a reasonable inspection of the Products and conditions of use prior to undertaking any repair or remediation.
 - D.** The limited warranties set forth herein do not extend to repair or replacement because of normal wear and tear, including any filters, absorbents, lubricants, fuses or sensors. All removal, installation and shipping costs related to the same shall be borne by Buyer.
 - E.** Buyer further acknowledges that there are certain hazards associated with the use of the Products and any gases produced from the same. Buyer shall be responsible for proper training of its employees, customers, and third parties exposed to such hazards in the proper use and

operation of the Products and for taking all appropriate action to warn and protect such individuals after Products are delivered and installed at Buyer's location.

- F. THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE, EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT. BGE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. BGE'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING DAMAGE TO OR FAILURE OF THE PRODUCT, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCTS OR ANY DEFECTIVE COMPONENT PART OR INSTRUMENT. IN NO EVENT SHALL BGE'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS FOR BREACH OF ANY WARRANTY SET FORTH HEREIN EXCEED THE TOTAL PURCHASE PRICE SET FORTH IN EXHIBIT A. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE, ACT OR OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT.**

VII. Excuse of Performance. BGE shall not be liable for any nonperformance, default, or delay caused directly or indirectly by acts of God; acts, omissions or errors of Buyer; war; fire; flood; virus; plague; pandemic; epidemic; weather; sabotage; war, riot; civil commotion or unrest; strikes; lock-outs; slowdowns; picketing; labor shortage; supply chain interruption; inability to obtain materials, equipment, parts, supplies or other materials from regular sources; other labor controversies; accidents, shortages, or delays by carriers; action, request, regulation or order of any government or governmental authority; or any other similar happening, contingency, or event beyond the reasonable control of BGE or fabricator and/or through no fault of BGE or fabricator. Delivery or other performance may be cancelled or suspended by BGE or fabricator upon reasonable written notice provided to Buyer in the event of any of the foregoing. To the extent that BGE or fabricator determine that the ability to obtain materials, parts, components or equipment essential to completion of the Products described in **Exhibit A** is limited, hindered or rendered impracticable as a result of the causes set forth herein, commercially reasonable efforts shall be utilized to find suitable substitute or replacement or otherwise equitably allocate supply on hand among purchasers of similar products utilizing the same materials, parts, components or instruments to the extent such allocation is practicable without exposing BGE or fabricator to any liability to any such third party. However, the inability of BGE or fabricator to obtain such suitable substitute or replacement material, part, component or instrument or otherwise equitably allocate supply on hand of the same, shall not be considered a breach of this Agreement by fabricator or BGE and any such failure of performance resulting therefrom shall be considered excused by the express terms set forth herein. Buyer expressly understands and agrees that the pricing and rates of some commodities and materials, such as, without limitation, steel pipe, may increase due to supply chain disruptions and shortages resulting in daily fluctuations of market price. Buyer hereby agrees to pay actual market price paid by BGE for any such commodities and materials utilized in the fabrication of the products described in **Exhibit A**.

VIII. Cancellation, Termination, and Amendment of Purchase Order. The Buyer may, in whole or in part, request changes, additions or amendment of any Purchase Order submitted to BGE by providing seven (7) days' notice to BGE of such requested change, addition or amendment provided that the same is consistent with the drawings attached as **Exhibit B**. If the requested changes, additions, or amendments are acceptable, BGE may revise quoted pricing or estimated lead time commensurate with such changes, additions or amendments.

In the event of a material breach of this Agreement by BGE, Buyer may terminate or cancel this agreement only if BGE fails to cure said material breach within a reasonable time of receiving written notice from Buyer describing the material breach in question. In the event that Buyer fails to pay the quoted price set forth in **Exhibit C** as agreed in accordance with the terms of this Agreement, BGE may elect to terminate or cancel this Agreement unless Buyer cures the breach of its obligations to pay within five (5) days of its receipt of written notice from BGE concerning the same. Buyer agrees to pay all costs including the pro rata purchase price set forth below along with the non-refundable actual cost of any component, instrument or equipment ordered by BGE or fabricator for inclusion on the Product as of the date of termination.

In the event of termination or cancellation by Buyer after acceptance but before placement of any orders for components, instruments or equipment by fabricator or BGE with any third-party vendors or suppliers, Buyer shall pay all costs incurred by BGE plus 10% of the total purchase price.

In the event of termination by Buyer after BGE or fabricator has placed orders for any components, instruments, or equipment with any third-party vendor or supplier but before commencement of assembly or fabrication, Buyer shall pay up to 50% of the total purchase price at the election of BGE.

In the event of termination after commencement of fabrication or assembly, Buyer shall pay up to 90% of the total purchase price. Buyer shall arrange to take possession of the Products without the benefit of any warranty set forth in this agreement, and shall have the products delivered and shipped from fabricator's location to Buyer's location at Buyer's expense as-is and with all then existing defects.

In the event of termination after completion of assembly and fabrication, Buyer shall pay 100% of the total purchase price. Buyer shall arrange to take possession of the Products without the benefit of any warranty set forth in this agreement and shall have the products delivered and shipped from fabricator's location to Buyer's location at Buyer's expense as-is and with all then existing defects.

IX. Delivery of Products/Shipping/Risk of Loss. BGE shall deliver the completed Products and tender possession to Buyer at fabricator's location (the *Delivery Point*) within five (5) days' of BGE's receipt of notice of completion of assembly and fabrication from fabricator. BGE assumes no responsibility for the Products, and all risk of damage, loss, or delay of the Products, until such time as the Products are tendered at the Delivery Point shall pass to the Buyer as fabrication and assembly progresses in accordance with section X above. Buyer shall arrange for inspection, shipping and delivery of the Products to Buyer's location and all cost of shipment and delivery shall be borne by Buyer unless otherwise agreed in writing by BGE. Buyer shall also notify BGE and fabricator of the identity of shipping carrier and anticipated date of pick up or transfer to carrier within five (5) days of acceptance of Products for delivery following inspection or waiver of inspection as set forth above.

X. Pricing. BGE shall supply the Products to the Buyer at the prices specified, quoted and accepted in **Exhibit C**, attached hereto and made a part hereof (hereinafter "Purchase Price") subject to the limitations set forth in section VIII above. With the exception of taxes (state or Federal), the Purchase Price of each Product includes acquisition, assembly, and fabrication of all component parts and instruments, all applicable taxes, customs duties, export duties, or similar tariffs or fees that BGE may be required to pay or collect in connection with the performance of its obligations under, or in furtherance of, this Agreement, and all packaging required for transfer of Products to shipping carrier selected by Buyer. The Buyer will not be charged for insurance or storage of the Products unless otherwise agreed or absent failure of Buyer to arrange for inspection, shipment and delivery as set forth in section X above.

XI. Payment Terms. Buyer shall remit, per the Florida Local Government Prompt Payment Act, payment of the quoted and accepted Purchase Price set forth in **Exhibit C** to BGE, at the addresses listed in **Section XVI** hereto in accordance with the following schedule:

15% upon acceptance of the price quote attached in **Exhibit C** – Net 30;
 30% upon approval of drawings attached in **Exhibit B** – Net 30;
 35% upon receipt of the major equipment – Net 30;
 10% upon notice of commencement of fabrication and assembly – Net 30;
 5% upon inspection and acceptance for shipment and delivery – Net 30.

5% upon commencement of commissioning or within 180 days of delivery whichever is first – Net 30

BGE retains a security interest in the Products until the balance of the Purchase Price is paid in full.

XII. Intellectual Property. Buyer acknowledges and agrees that the Products purchased hereunder and designed and produced by BGE and/or BGE's fabricator may include patented processes and components created, invented and registered by other third-parties (hereinafter licensed IP) and licensed to BGE to be included in the Products supplied under this agreement to Buyer. BGE represents to Buyer that it is licensed and authorized to sub-license the licensed IP to Buyer ONLY as an integral component part of the Products. Buyer understands that it is only permitted to utilize and practice the licensed IP as an integral component of the Products supplied by BGE under this agreement. BGE shall notify the owner of all such licensed IP of identity of Buyer.

XIII. Confidentiality. Except as may be required in the maintenance and use of the Products or with BGE's prior written consent, the Buyer shall not, either directly or indirectly, in whole or in part, use or disclose to any person, firm, corporation, or other entity, any of BGE's confidential information or any sub-licensed IP, which may include (but not be limited to) records, vendor lists, data, formula, documents, drawings, inventions, methods, or processes. Information about the Products that is revealed during the Term is confidential and shall be protected from disclosure.

XIV. Indemnification. The Buyer shall at all times indemnify, defend, and hold harmless BGE against all claims, actions, damages, losses, liabilities, and expenses, including reasonable outside attorneys' fees, arising out of or caused by any breach of any of the representations, undertakings, or agreements made by BGE in connection with:

- A. Any claim of breach of any express or implied warranty or negligence or strict liability, product liability, or similar theory in connection with the production, design, sale, or use of any of the Products in accordance with the terms of the warranty provided in **Section VII**;
- B. Any claims of patent or trademark infringement, or other violation of intellectual property rights of third persons in connection with the production, design, sale, or use of any of the Products purchased by Buyer hereunder or the other intellectual property pertaining thereto in accordance with **Section XIV** above; and
- C. Any and all other claims and liabilities of every kind or character whatsoever arising out of, or related to, the installation, maintenance or use of the Products by the Buyer hereunder, unless the same result solely from BGE's or fabricator's gross negligence or knowing violation of law.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

- If to the BGE: 2321 E. 28th Street, Suite 400, Signal Hill, California 90755; Garora@biogaseng.com
- If to the Buyer: 1325 74th Ave SW, Vero Beach FL 32968; hmehta@ircgov.com (*street address, city, state, zip code, email*).

XV. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

XVI. No Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

XVII. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and any prior negotiation, communication, understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if placed in writing and signed by each Party or an authorized representative of each Party. The rights of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

XVIII. Counterparts and Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Any digital, electronic or facsimile of any signature affixed hereto shall be considered valid and binding and shall be afforded the same force and legal effect as an original wet signature.

XIX. Compliance with Laws. In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both Parties.

XXI. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of **Florida** and Buyer hereby consents to and accepts the jurisdiction of Indian River County with respect to any and all disputes arising hereunder.

WITNESS our signatures as of the day and date first above stated.

Biogas Engineering, Inc.

(Signature of Officer)

By: _____
(Printed Name & Office)

(Signature of Officer)




By: _____
(Printed Name & Office)

BGE is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. BGE is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

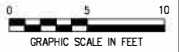
TERMINATION IN REGARDS TO F.S. 287.135: BGE certifies that it and those related entities of BGE as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

EXHIBIT A **Purchase Orders**
EXHIBIT B **Drawings**
EXHIBIT C **Accepted Price Quotes**

This page is left blank as purchase orders will be issued by Indian River County once item is approved by the Board of County Commissioners.

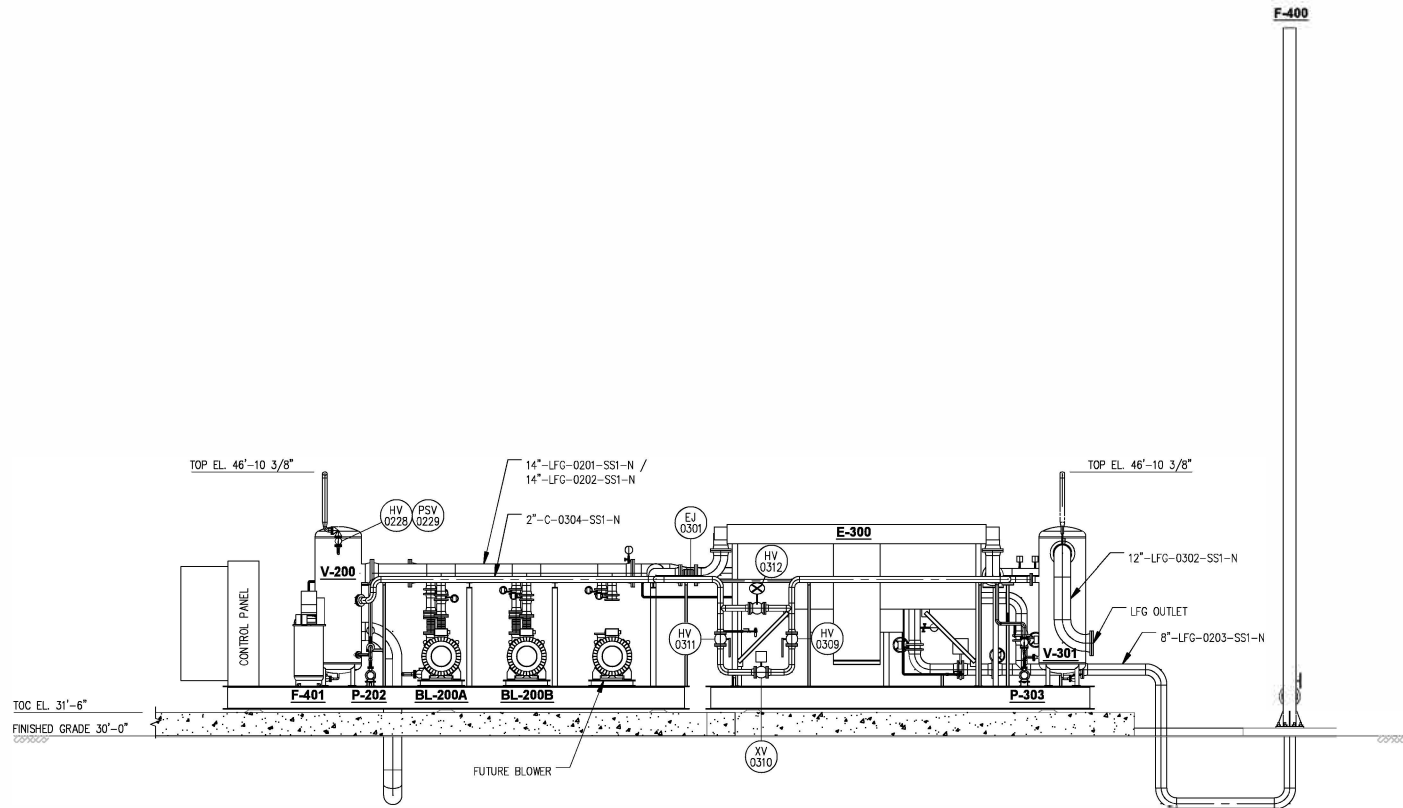
REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY	<div>OWNER:<div></div>INDIAN RIVER COUNTY FLORIDA 1325 74th AVE SW, VERO BEACH, FLORIDA 32968</div>	<div>ENGINEER:<div> BIOGAS ENGINEERING</div> 2321 E. 28TH STREET, SUITE 400 SIGNAL HILL, CA 90755, Ph: (562) 726-3565 EMAIL: INFO@BIOGASENG.COM</div>	PIPING LAYOUT SECTIONS & DETAILS		DRAWING NO. M5.01
	02/18/2022	ISSUED FOR PROPOSAL	AK	TP	SA			LANDFILL GAS BLOWER SKID & FLARE REPLACEMENT		

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LEGEND

TOP - TOP OF PIPE
TOC - TOP OF CONCRETE
BOP - BOTTOM OF PIPE



ELEVATION VIEW B
VIEW LOOKING SOUTH
SCALE 1/4"=1'-0"

NOTES:

1. FOR P&ID REFER DRAWING P2.01 TO P2.04.
2. ALL PIPING AND ITS FITTING IN THE PROJECT SHALL BE SS 304.

**PRELIMINARY
NOT FOR CONSTRUCTION**

EXHIBIT B

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
02	08/08/24	ISSUED FOR PROPOSAL	AK	TP	SA

OWNER:



INDIAN RIVER COUNTY
FLORIDA

1325 74th AVE SW,
VERO BEACH, FLORIDA 32968

ENGINEER:



**BIOGAS
ENGINEERING**

2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENGINEERING.COM

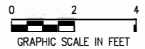
**PIPING LAYOUT
SECTIONS & DETAILS**

LANDFILL GAS BLOWER SKID
& FLARE REPLACEMENT

DRAWING NO.

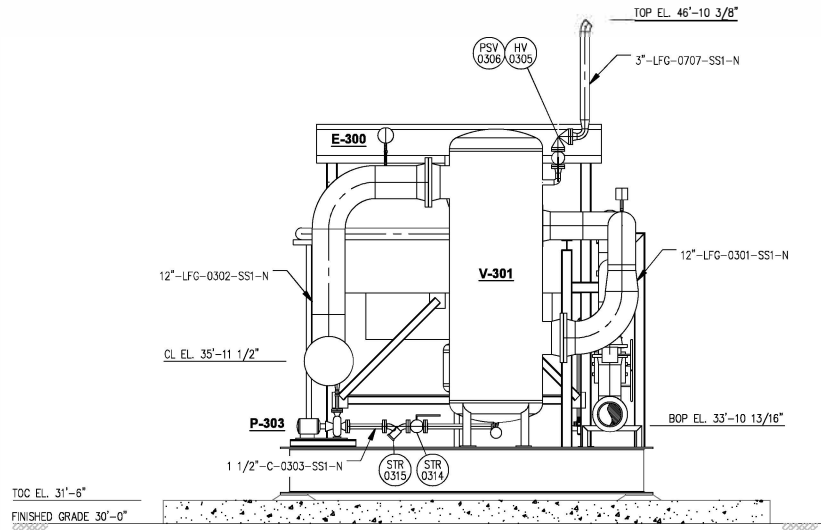
M5.02

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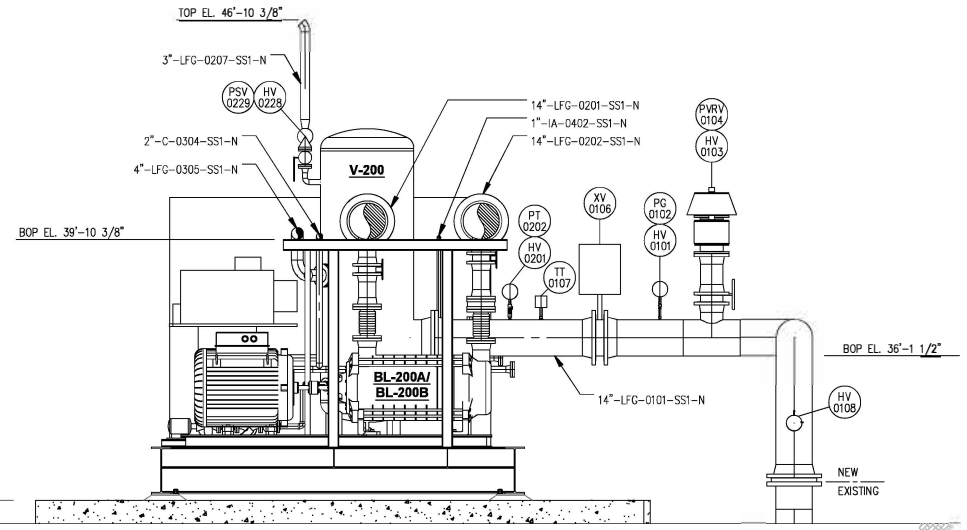


LEGEND

TOP - TOP OF PIPE
TOC - TOP OF CONCRETE
BOP - BOTTOM OF PIPE



ELEVATION VIEW C
VIEW LOOKING EAST
SCALE 1/2"=1'-0"



ELEVATION VIEW D
VIEW LOOKING EAST
SCALE 1/2"=1'-0"

NOTES:

1. FOR P&ID REFER DRAWING P2.01 TO P2.04.
2. ALL PIPING AND ITS FITTING IN THE PROJECT SHALL BE SS 304.

**PRELIMINARY
NOT FOR CONSTRUCTION**

EXHIBIT B



REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY	OWNER:	ENGINEER:	PIPING LAYOUT SECTIONS & DETAILS	DRAWING NO.
1	02/18/2022	ISSUED FOR PROPOSAL	AK	TP	SA	 INDIAN RIVER COUNTY FLORIDA 1325 74th AVE SW, VERO BEACH, FLORIDA 32968	 BIOGAS ENGINEERING 2321 E. 28TH STREET, SUITE 400 SIGNAL HILL, CA 90755, Ph: (562) 726-3565 EMAIL: INFO@BIOGAS.ENG.COM	LANDFILL GAS BLOWER SKID & FLARE REPLACEMENT	M5.03

EXHIBIT C



BIOGAS ENGINEERING

**INDIAN RIVER COUNTY
SOLID WASTE DISPOSAL DISTRICT
VERO BEACH, FLORIDA**

BLOWER AND FLARE SKID PROPOSAL



Date 03/25/2022

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1.0 INTRODUCTION

Biogas Engineering is offering a high-pressure blower skid and flare system to the Indian River County - Solid Waste Disposal District (SWDD). The skid will be capable to remove landfill gas (LFG) from SWDD's landfill, pressurize it utilizing multistage centrifugal blowers and then cooling the pressurized gas so that it can be injected into a pipeline. The pressurized LFG will be distributed to two potential end users, or it can be sent to the flare that will be located at the blower site.

2.0 PROCESS INLET CONDITIONS

Based on information received by SWDD and understanding the required pressure to get LFG to the potential users, BGE will provide a skid that will handle the following design basis, as shown in **Table 1**.

Table 1: Landfill Gas Properties for Blower and Flare Upgrades	
Application	Landfill Gas
Inlet Pressure	60" WC
Outlet Pressure	8 PSIG
Volume	1400 scfm initially, capability to expand to 2800 scfm
Inlet Temperature	110 F
Outlet Temperature	<120 F

3.0 EQUIPMENT DETAIL AND PRICING

Table 1: Landfill Gas Properties for Blower and Flare Upgrades				
Item	Description	Unit Price	Quantity	Total Price
1	<p>Blowers: Included is two blowers that will be LS Series Multistage blowers from Lonestar (or comparable). Equipped with 125 hp electric motors and VFDs. Room for a third blower and ancillary equipment will be available on the skid.</p> <ul style="list-style-type: none"> Blowers are equipped with standard carbon steel shaft which can be upgraded to stainless steel for added moisture and extended corrosive gas protections for \$1,000/blower. Standard air-dry coating included in price. Baked on coating for higher temperature services (>200 F) can be added for \$1,750/blower. 	\$771,000	1	\$771,000
2	Skids: The equipment will be installed on two skids. One will be dedicated to the blowers which will be designed to accommodate three blowers.			

Table 1: Landfill Gas Properties for Blower and Flare Upgrades				
Item	Description	Unit Price	Quantity	Total Price
	Two blowers will be installed initially with ability to add a third in the future. The second skid will be for the aftercooler. Skid sizes are approximately 12'X24' and 12'X30'.			
3	Aftercooler: Aftercooler will a model 93BZF from AXH Air-Coolers (or comparable). Equipped with a 20 hp motor. <ul style="list-style-type: none"> Hail guard can be added for additional \$1,900. Shipping protection of tube bundle with plywood can be added for \$800 (not required if hail guard is installed.) 			
4	Meters: Includes three Rosemount Compact Conditioning meters. Individual meters would be installed on each pipeline that would go to the two end users and one meter would be for the flared gas.			
5	Flare: Candle stick flare capable of handling full design flow. Manufactured by Perennial or comparable.			
6	Misc: Piping on skid will be 304 stainless steel and will include recirculation line for added turndown. PLC will be Allen Bradley Compact Logix. All necessary interconnecting piping, spools, valves and flanges included. System will include inlet and outlet knock-out pots.			
7	Commissioning: Price includes five days of commissioning time for one person (including travel).			
8	Freight (estimate) – charged at cost plus 15%			\$18,000
9	TOTAL			\$789,000

4.0 SHIPMENT

Delivery schedule is estimated 37 weeks. This is based on two weeks for procurement cycle and three weeks for finalization of drawings which is in the 37-week window.

5.0 EXCLUSIONS

The following items are excluded from this scope of work.

- 1) Any items or works that are not stated or clearly identified in this document.

- 2) Client to provide power supply of 480 V, 220V and 120V to the Skid..
- 3) Any lifting device such as sling, shackle, beam, chain, hook, etc.
- 4) Freight and shipping cost to the jobsite in Vero Beach, FL. Provided as estimate only at this time.