



Contract Review Sheet

PW-5857-23

Contract for Services #: PW-5857-23 Amendment #: _____

Contact: Chalyce MacDonald Department: Public Works Department

Phone #: (503) 566-4139 Date Sent: Tuesday, January 9, 2024

Title: Landfill Gas Blower and Flare System Replacement for NMRTS

Contractor's Name: Perennial Energy, LLC

Term - Date From: Execution Expires: December 31, 2026

Original Contract Amount: \$ 261,226.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 261,226.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0255 Invitation to Bid ITB# PW1375-23

Description of Services or Grant Award

Purchase and installation of equipment to replace the existing landfill gas (LFG) blower and flare system at the North Marion Recycling and Transfer Station (NMRTS).

Desired BOC Session Date: 1/31/2024 Files submitted in CMS for Approval: 1/10/2024

Agenda Planning Date: 1/18/2024 Printed packets due in Finance: 1/16/2024

Management Update: 1/16/2024 BOC upload / Board Session email: 1/17/2024

BOC Session Presenter(s) Andrew Johnson

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by: [Signature]
1/18/2024
Finance - Contracts Date

DocuSigned by: [Signature]
1/22/2024
Contract Specialist Date

DocuSigned by: [Signature]
1/22/2024
Legal Counsel Date

DocuSigned by: [Signature]
1/22/2024
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

January 31, 2024

Meeting date:**Department:**

Public Works

Title

Consideration of Contract Approval with Perennial Energy LLC for Replacement of the Landfill Gas Blower and Flare System at North Marion Recycling and Transfer Station (NMRTS).

Agenda Planning Date: 1/18/24 **Management Update/Work Session Date:** 1/16/24 **Audio/Visual aids**

Time Required 5 min **Contact:** Andrew Johnson **Phone:** x4184

Requested Action:

Approval of a contract for goods and services PW-5857-23 with Perennial Energy LLC for Replacement of the Landfill Gas Blower and Flare System at NMRTS in the amount of \$261,226.00.

Issue, Description & Background:

One of the primary responsibilities at NMRTS is landfill gas collection, for which Marion County installed a landfill gas collection system and open landfill flare in 1999. This is a crucial component of the landfill gas collection system that ensures that the methane generated within the landfill is safely collected and processed. Without this system, landfill gas can buildup and migrate outside of the confines of the landfill and pose serious health risks. This contract has been issued to purchase and install the methane flare, which is due for replacement.

Financial Impacts:

\$261,226.00 from 510 fund. Part of existing budgeted capital project #23-334

Impacts to Department & External Agencies:

No foreseen impacts to Marion County department.

List of attachments:

Contract for Services, Exhibit B - Contractor Proposal

Presenter:

Andrew Johnson

Department Head Signature:

DocuSigned by:

9793BA7ACD6D443

**MARION COUNTY
CONTRACT FOR SERVICES
PW-5857-23**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Perennial Energy, LLC, a Missouri Limited Liability Company hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the “Work”).

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **December 31, 2026** or the date Contractor has completed all Services in accordance with the requirements of this Contract, as determined by County. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **December 31, 2028**.

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$261,226.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county’s payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

3. COMPLIANCE WITH STATUTES AND RULES

- A. County and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules. Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of Contractor. Failure of Contractor or County to comply with the provisions of this Contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 28. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 28.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
 - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods and Services.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract

upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION

- A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

Expenditures of Contractor may be charged to this Contract only if they (1) are in payment of services performed under this Contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Contract period.

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditures shall be deducted from future payments or refunded to County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by County. Repayment of prior period obligations shall be made to County in a manner agreed on.

9. ACCESS TO RECORDS

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the

administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.

- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE

- A. Contractor shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.
- B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

- D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 13, payment shall be made as follows:

- A. If terminated under 13A or 13B for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 13C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 13C or 13D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

15. INDEPENDENT CONTRACTOR

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.
- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of County.

16. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD-PARTY BENEFICIARIES

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties.

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 13C by County due to a breach by Contractor, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to County the amount of the reasonable excess.
- B. In addition to the remedies in sections 13 and 14 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE

- A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the

following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

Required by County **Not required by County.**

\$1,000,000 Per occurrence limit for any single claimant; and

\$2,000,000 Per occurrence limit for multiple claimants

Exclusion Approved by Risk Manager

- iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

Required by County **Not required by County.**

\$2,000,000 Per occurrence limit for any single claimant; and

\$5,000,000 Per occurrence limit for multiple claimants

Exclusion Approved by Information Technology Director and Risk Manager

- iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

Required by County **Not required by County.**

Minimum Limits:

\$1,000,000 Per occurrence limit for any single claimant; and

\$2,000,000 Per occurrence limit for multiple claimants

Exclusion Approved by Risk Manager

\$500,000 Per occurrence limit for any single claimant

\$1,000,000 Per occurrence limit for multiple claimant

- v. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance

(with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

Required by County **Not required by County.**

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

- B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

24. NOTICE

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or email set forth below or to such other addresses or emails as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:
 Perennial Energy, LLC
 David Mathews
 dmathews@perennialenergy.com
 1375 CR 8690 N/A
 West Plains, MO, 65776

To County
 Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
 555 Court Street NE, Suite 5232
 P.O. Box 14500
 Salem, Oregon 97309

25. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

27. AMENDMENTS

This agreement may be amended if mutually agreed to by both parties.

A. Anticipated Amendments

This is anticipated to be amended for the following reasons:

- i. To add additional terms and add funds to cover those additional terms.
- ii. To adjust the rate

B. Unanticipated Amendments

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- D. Any Equipment, Components and/or Intellectual Property Rights delivered or granted to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

29. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR


The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

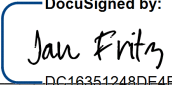
Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  1/19/2024
DocuSigned by: 9793BA7ACD6D443...

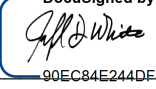
Department Director or designee Date

Authorized Signature:  1/22/2024
DocuSigned by: DC16351248DE4EC...

Chief Administrative Officer Date

Reviewed by Signature:  1/22/2024
DocuSigned by: 60C98A6F708240B...

Marion County Legal Counsel Date

Reviewed by Signature:  1/18/2024
DocuSigned by: 90EC84E244DF43D...

Marion County Contracts & Procurement Date

PERENNIAL ENERGY, LLC SIGNATURE

Authorized Signature: _____ Date

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

- A. **GENERAL INFORMATION.** Marion County is responsible for a closed municipal solid waste landfill located at 17827 Whitney Ln NE, Woodburn, OR 97071. One of the primary responsibilities is landfill gas collection, for which Marion County installed a landfill gas collection system and open landfill flare in 1999. This contract has been issued to purchase and install the methane flare, which is due for replacement.
- B. **REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.** This project includes manufacturing, assembling, testing, supplying, and commissioning a landfill gas blower and flare system to the North Marion Recycling & Transfer Station. Contractor shall provide the Equipment, Products or Services as stated in their Proposal, attached and incorporated into this Contract as Exhibit B – Contractor Proposal.

All work at the Landfill shall be coordinated with the County's operators and any other applicable site contractors. Site infrastructure such as grading, connecting existing gas and condensate pipe, equipment pads, and electrical services will be provided by others.

- C. **SPECIAL REQUIREMENTS.** Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$261,226.00**.

- A. **METHOD OF PAYMENT FOR SERVICES:** County shall pay Contractor amounts specified in Exhibit B – Contractor Proposal,
- B. **BASIS OF PAYMENT FOR SERVICES.** County shall pay Contractor all amounts due for Services completed and accepted by County and for Goods delivered and accepted by County at the milestones outlined on Exhibit B, Page 6 after County's approval of Contractor's invoice to County for those Services and Goods.
- C. **EXPENSE REIMBURSEMENT.** County will not reimburse Contractor for any expenses under this Contract without prior written approval.

- D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this Contract, failure of Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Contractor, and shall continue until Contractor submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.

- E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County Public Works
Attn: ES Operations Supervisor
5155 Silverton Rd NE
Salem, OR 97305**



EXHIBIT B
CONTRACTOR PROPOSAL
 Including Q&A clarification

November 13, 2023

Marion County Oregon

Re: North Marion Recycling & Transfer Station Landfill Gas Blower and Flare System

Per your request, following and attached please find our **quotation** to supply the described products and services relative to your project requirements. We appreciate the opportunity to furnish this proposal.

Perennial Energy proposes to provide a unitized, modular, landfill gas extraction and flare station, with off-loading and installation by others. The flare station shall be sized per the specification to exert a **35" WC vacuum** at the inlet of the skid (**40" WC vacuum** at the inlet of the blower) and deliver **20% to 50% methane content** landfill gas to a **50 SCFM** candlestick flare. The system shall be capable of delivering the specified landfill gas flow at up to 15" WC at the outlet of the blower. Landfill vacuum or landfill gas flow control feature is accomplished with VFD blower control. The three-phase, 480 VAC power panel and the single-phase load distribution panel are provided on the Perennial Energy system skid.

The Candlestick Flare Station (CSFS) shall include three principal sub-systems:

- The Candlestick Flare (CSF)
- The Landfill Gas Handling System (GHS)
- The Candlestick Flare Station MCC/Control System (CP)

Not included in this proposal are the following:

- Site Civil, Electrical, or Structural Engineering
- Freight, off-loading, or Installation
- Bonds or liquidated damages
- Taxes, permits, fees, etc.
- Cellular Data Plan

Estimated Utility Requirement

Natural Gas or Propane:	0.5" NPT Connection, 40,000 Btu/hr
Instrument Compressed Air:	80 psig – 120 psig, Instrument Quality
Power:	480 VAC, 60 hertz, Three phase, 60 Amp Service

Clarifications and Exceptions shall include:

- The requested lead time of 16 weeks cannot be met. Estimated lead times are provided in this quotation.
- Non-Destructive examination is not provided. All pressures are well under ASME pressures.
- The heat flux of the flare will be < 550 Btu/hr-ft². There is no known table that correlates heat flux to temperature and a guaranteed temperature under the flare cannot be provided.
- The inlet knockout is a non-ASME vessel designed and rated for -5.0 to 5.0 psig.
- The flame arrestor is not UL certified.
- Quantity 1, 4 day on-site startup/training trip is included

1375 County Road 8690 West Plains, MO 65775
 Phone (417) 256-2002 Fax (417) 256-2801
www.PerennialEnergy.com sales@PerennialEnergy.com

- An Automation Do-More PLC is being quoted in lieu of a Productivity 3000.*Q1
- Perennial Energy is a supplier and not a contractor. We do not have certifications or license for the state of Oregon. This has not limited us on past projects of supplying equipment in the state of Oregon.

The Candlestick Flare shall include:

- 2" Candlestick flare assembly for **8 to 50** SCFM of landfill gas*Q2
 - 4" schedule 40 carbon steel lower mast assembly*Q3
 - 2" schedule 10 304L stainless steel upper mast assembly*Q4
 - 2" IPS – ANSI 125 lb. flanged Inlet Nozzle
 - 2" stainless steel bellows type flex connector
 - Stainless steel burner nozzle assembly
 - 310L Stainless Steel wind shroud with anti-perch device
 - Estimated flare height is 15'*Q5
- Pilot and Monitoring System includes:
 - Gas line with solenoid, shutoff valve, and pressure gauge
 - Pilot ignition transformer mounted on flare
 - Interrupted Pilot, rated for 40,000 Btu/hr
 - Type "K" pilot monitoring thermocouple assembly, serviceable from ground
 - Type "K" flame monitoring thermocouple assembly, serviceable from ground
 - Propane or Natural Gas service by others.
- Fuel Train Components
 - 2" Safety Shutoff Valve Package
 - Butterfly valve with stainless steel disc & stem and Viton seat
 - Pneumatically controlled actuator with spring assisted shutoff.
 - 2" Eccentric flame arrester with aluminum housing and aluminum element.
 - Includes upstream and downstream pressure / differential pressure indication across the flame arrester
- Flare Package Includes:
 - All flare wiring pre-installed and pre-conduited to a flare mounted NEMA 4 junction box
 - Flare and flare mounting structure designed to withstand 100 mph UBC wind loads and seismic zone D forces when installed on appropriately designed and installed concrete pad.*Q6
 - All carbon steel surfaces sand blasted to SSPC SP-6 standards, primed, and painted to Perennial Energy standard paint specs.
 - Primer is Silicon Epoxy Primer
 - Paint is Acrylic Modified Alkyd Enamel

The Gas Handling System shall include:

- Piping and Valving Includes:
 - 2" system inlet isolation butterfly valve (SS disc & stem / Viton elastomer)
 - 2" schedule 10 stainless steel (304L) blower inlet and outlet manifold piping.

***Questions answered in attached Exhibit B.1**

- Schedule 10 304L type C stub ends with ANSI 125 lb. galvanized, lap joint, ductile iron flanges
 - Blower suction side tuning butterfly valve (SS disc & stem / Viton elastomer), quantity one on the blower inlet
 - Blower discharge side check valve (316 SS Body & Internals / Viton seals)
- Inlet demister/knockout
 - **Sized for 50 SCFM, 316L SS construction, 5 psig vacuum/pressure design**, non-ASME pressure rating, includes:
 - Polypropylene knitted mesh, multiple layer demister pad/filter rated for 100% removal efficiency at 6-micron droplet size, removes free moisture in the incoming gas
 - 1 level transmitter for high level alarm/shutdown, includes level indication on touchscreen in inches.
 - Flanged cleanout
 - Differential pressure gauge, clean pressure drop across
 - Removable lid for element inspection and removal
 - Visual liquid level gauge
- 1 each Ametek Regenerative blower:
 - Cast-aluminum housing, aluminum impeller
 - The blower is sized for 50 SCFM flow, -40 Inches WC inlet vacuum, and 15 Inches WC discharge pressure.
 - Direct driven, coupled to an estimated **1.5 HP** TEFC inverter ready motor, 480 volt/60hz/3ph.
 - SS bellows expansion joints at blower inlet and outlet connections
 - Space is left on the skid for a future sound attenuation enclosure
- Instrumentation and Gauges Include:
 - 1 each Vacuum Transmitter with matching Pressure Gauge, (System Inlet)
 - 1 each Thermocouples with matching Temperature Indicators (System Inlet)
 - Flow Meter:
 - Veris annubar primary element
 - Differential pressure transmitter
 - Static pressure transmitter with matching pressure gauge
 - Thermocouple with matching temperature gauge
 - PLC calculates SCFM and totalizes flow
 - Compensates for pressure, temperature, and user inputted specific gravity.
- Insulation and Heat Trace Package
 - Inlet Knockout: Heat trace on bottom portion, insulation on sidewall
 - Blower: Heat trace and insulation on blower drain
- System Package Includes:
 - One each unitized structural skid(s) to accommodate all above equipment in a fully integrated package.
 - Diamond plate decking over skid

- All devices fully installed, wired to a skid mounted NEMA 4 control panel, calibrated, and tested to the extent possible at the factory
- All carbon steel surfaces sand blasted to SSPC SP-6 standards, primed, and painted to Perennial Energy standard paint specs.
 - Primer is Silicon Epoxy Primer
 - Paint is Acrylic Modified Alkyd Enamel

The Candlestick Flare Control Panel shall include:

- Nema 12 Power Distribution Panel:
 - Includes main breaker and branch breakers to feed all system loads
 - 480 VAC Three Phase Incoming Power
 - Estimated **60 AMP** Main Breaker
- Variable Frequency Drives:
 - 1 each estimated **1.5 HP** for landfill gas blowers
 - Controlled via PID loops to maintain landfill vacuum or LFG flow.
- NEMA 4 controls/MCC enclosure:
 - Air conditioning and heater
 - Sun/Rain Shield
 - Control Panel Lighting
- System Control, Interface, Networking, and Communication:
 - Automation Direct PLC digital and analog logical supervision system
 - C-More 15" Color Touchscreen operator interface
 - All temperatures, pressures, flows, and other analog data displayed
 - All timers, setpoints, PID loops, and other system operator inputs available
 - Alarms and shutdowns with history log
 - Includes quantity 2, 20 GB minimum flash drives
 - Unmanaged 8 port Ethernet switch for remote connectivity to PLC/HMI
 - Yokogawa DX-2010 chart recorder
 - Includes external memory, Ethernet, Math function, report function and fail/memory alarm option
 - Cellular Modem and Antennae for remote communications
 - Cellular service is by others
 - A Private Static IP will be required and will need to be supplied by others.
 - Industrial PC Includes:
 - Necessary programming software for PLC, HMI, and Chart Recorder
 - Windows 10/11 with 8 GB RAM, dual core, and 256 GB SSD
- Hand Switches Include:
 - OFF / ON switch for the System
 - TEST / OFF / AUTO switch for the LFG blower
 - OPEN / CLOSED / AUTO switch for the safety shutdown valve
 - TEST / OFF / AUTO switch for the pilot system
- Panel Lights Include:
 - Flame failure reset (Alarm Reset / Lamp Test Switch)

- Run Light
- Touch Screen Annunciation includes (but not limited to):
 - Blower run time indication
 - Blower high vibration annunciation
 - Blower Motor low current (surge) annunciation
 - Condensate high level annunciation
 - Low flow rate annunciation
 - Flame failure annunciation for the flare
 - Shutdown Valve failure annunciation
 - Alarm and shutdown message annunciation
- Control panel power:
 - Uninterruptable Power Supply for PLC, HMI, and communication devices
 - AC and DC control voltage surge protection
 - 15 kVA 480:240/120 single phase transformer, NEMA 3R enclosure, mounted on GHS skid
 - Single-phase load distribution panel
 - U.L. 508A Listed Control Panel

Spare Parts Shall Include:

- One each vacuum, pressure, and temperature gauge
- Quantity 1 flame thermocouple
- Quantity 1 pilot thermocouple
- Quantity 2, LFG gas thermocouples
- Quantity 1 run lamp and quantity 1 alarm lamp
- Quantity 1 igniter assembly
- Quantity 1 ignition transformer
- Quantity 1 pilot gas solenoid
- Quantity 1 gallon of touchup paint – must be stored in climate control building
- One set of fuses/relays

General:

- System is priced on an **FOB Jobsite, Woodburn, OR basis**.
- 1 trip, 4 days (quantity 4, 10-hour days) of on-site start-up & training services by a factory field services technician/engineer are included.
 - Additional days are \$1800/day
 - Weekends and holidays are subject to additional fees.
- 1 digital copy of full engineering submittals are included.
- 1 digital copy and 3 hard copies of “as-built” Operation & Maintenance Manuals are included.
- The system is designed for a Class 1 Division II area 3 feet from any gas carrying pipe. Devices at 3 feet or greater from a gas carrying pipe will be designed for an unclassified area.
- The SCCR rating of the system is 18 kAIC. If higher kAIC is required, please contact Perennial for additional cost adders.*Q7
- Failure to ship unit within 30 days of notice to ship may result in storage and refurbishing fees.

*Questions answered in attached Exhibit B.1

- The control panel will be built to UL 508A standards. The flare will be designed to meet 40 CFR 60.18. If any other codes are required, please contact Perennial Energy for design/cost changes.

The system as described above and attached is provided as completely pre-packaged, pre-wired, and factory pre-tested as is possible. The system is offered **FOB Jobsite**.

The pricing does not include any site civil or structural engineering, or site preparation work of any kind. Neither does the price include any local, state, or federal taxes, or any permits, or tariffs of any kind. The system as quoted is to be off-loaded, set-in place, installed and interconnected by others. The system is designed for installation on equipment pad(s) installed at the same finished elevation. The system includes only the standard Perennial Energy warranty for 18 months from date of shipment or 12 months from date of first service, whichever occurs first. Please see copy of Perennial Energy warranty, attached. We are pleased to honor this quotation for 30 days from the date of this document. We are pleased to honor this quotation for 90 days from the date of this document. The pricing is dependent on receiving an approved order that would include industry standard commercial terms. Perennial Energy standard terms are:

- 10% with order
- 30% with approved submittals or release for manufacturing
- 30% upon receipt of major components
- 25% upon notification to customer of ready to ship
- 05% upon successful start-up, unless failure to achieve successful start-up is neither the fault nor cause of Perennial Energy, then net 60 days of shipment
- 10% order due upon Receipt of invoice. All other is Net 30 days of Invoice.

The system as described above is offered for..... **\$261,326.00**

We anticipate that submittals can be provided in **6 to 8 weeks** from receipt of an approved order. We anticipate that we could ship the system in **30 to 36 weeks** from receipt of approved submittals or other irrevocable release to order all materials. Actual submittal and shipping estimates will have to be given at time of order.

**Note: Lead times are estimated as the global supply chain is unstable and changes daily.*

Thank you for your consideration of Perennial Energy landfill gas products and services. Should you have any questions, or require further information in this regard, please do not hesitate to call.

Respectfully,

David Mathews



Perennial Energy, LLC
West Plains, MO 65775

Attachments / Enclosures:

- Conditions of Sale and Warranty and Service Policy.pdf*
- CSF Emissions R3 stamped Landfill.pdf*



CONDITIONS OF SALE and WARRANTY and SERVICE POLICY

1. SHOP DRAWINGS Perennial Energy, LLC (PE, LLC.) will prepare shop drawings and specifications describing the equipment to be provided (when required) under this Contract. PE, LLC. shop drawings, specifications and equipment data will be provided utilizing standard PE, LLC. packaged, modular design and reflect standard PE, LLC. design and manufacture for PE, LLC. equipment as purchased. Sufficient information will be provided to illustrate major components of assemblies, standard controls (where applicable), basic materials and any special accessories or optional items. Three (3) copies of engineering submittals or an electronic copy (pdf) are provided. Extra sets are extra cost. PE, LLC. assumes no responsibility for design and/or performance of equipment manufactured from designs provided by others. Shop drawings shall be returned approved, or approved as noted, prior to commencement of component procurement or manufacture. PE, LLC. shall not be responsible for determining or verifying field conditions, or coordination with equipment or material provided by others.

All drawings, diagrams, specifications and technical data provided the Purchaser by PE, LLC. shall remain property of PE, LLC. and shall not be assigned, transferred, copied or applied to similar situations without express written consent of PE, LLC.

2. O&M MANUALS PE, LLC. will provide 3 complete O & M Manuals for all equipment/systems provided. Additional sets are extra cost.

3. DELAY PE, LLC. shall not be responsible for delay in performance due to force majeure, plant accidents, supplier back orders and causes beyond its control. PE, LLC. will provide purchaser prompt notice of any such delay and the time for performance by PE, LLC. shall be extended accordingly. If delay, through no fault of PE, LLC., caused by lack of performance on part of Purchaser exceeds 30 days, Purchaser agrees to compensate PE, LLC. for increased costs in material and/or labor associated with such delay.

4. DELIVERY PE, LLC. Will endeavor to ship equipment in accordance with pre-agreed schedule with Purchaser. If Purchaser is unable to accept shipment on the pre-agreed date, PE, LLC. shall bill for payment due upon shipment and place equipment in storage. If shipment is not made within 14 days after placement in storage, appropriate storage charges will be assessed and purchaser agrees to pay such charges as billed monthly.

5. START-UP PE, LLC. will provide start-up services (where included) of a qualified technician(s) at Project field site for the period as stated. Start-up services include all costs associated with such service: travel, lodging, per-diem, labor and normal equipment. Additional services, travel or work on weekends or holidays, extended periods or training are not included and shall be negotiated on an as-needed basis. Delays due to the site not being ready, or the tech unable to work due to customer delays may result in additional costs

6. WARRANTY PE, LLC. warrants its System to be free from defects in materials and labor for a period of one year after being placed in service or eighteen months from notice of ready to ship, whichever occurs first.

All of the components not manufactured by PE, LLC. carry their own manufacturer's warranty. In no way does PE, LLC. warranty override, supersede, or limit those warranties. With respect to products, parts and work not manufactured or performed by PE, LLC., PE, LLC.'s only obligation shall be to assign to Purchaser, to the extent possible, whatever warranty PE, LLC. receives from the original Manufacturer. PE, LLC. will attempt to aid the Purchaser in obtaining replacement parts or repair of the component as outlined in our Service Policy. The liability of PE, LLC. shall not, in any case, exceed the cost of correcting the defect in the component and PE, LLC. shall not be liable for indirect or consequential damages as a result of any component failure.

PE, LLC. warrants only the cost of parts and labor for repair of design and/or workmanship defects, and is not responsible for any damage and/or loss caused by the system to any personal or real property. PE, LLC. is not responsible for premature wear or failure of gas train components caused by hydrogen sulfide in excess of 1500 ppm, or chlorinated hydrocarbons in excess of 35 ppm. PE, LLC. is not responsible for any special, direct, indirect, or consequential damage or loss of income or saving due to down time on other components which rely on the System.

PE, LLC.'s warranty shall not apply if damage results from maladjustment, abuse, inadequate maintenance, accident, or improper operation (including operation outside of the design envelop as defined by the Operational & control narratives), service, unauthorized program changes, or installation.

This warranty does not include reimbursement of any costs for shipping the product or parts to PE, LLC. facility or local designated service establishment, or for labor and/or material required for removal or reinstallation of a product in connection with a warranty repair. In no event shall PE, LLC. be liable for cost of labor for replacement or repair of defective parts when the unit has been in the possession of the Purchaser for a period longer than one year.

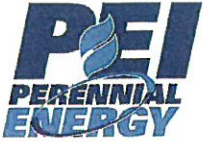
This warranty is in lieu of all other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose, any legal implied warranty of fitness, merchantability or otherwise applicable to this product shall be limited in duration to the minimum period already set forth. This warranty gives the Purchaser specific legal rights; you may also have other rights which vary from state to state. Any claim by the Purchaser shall be submitted to PE, LLC. in writing during the warranty period.

7. SERVICE POLICY If repair service is required during the Warranty period, the Purchaser should first call PE, LLC.'s Service Department and explain the nature of the problem. If the problem is minor, and the Purchaser is willing and able to correct it, then PE, LLC. will supply instructions. If this process is unable to correct the problem, then a service technician should be contacted by the Purchaser to do the repair work. PE, LLC. will supply maintenance instruction as needed, by phone. If the problem is determined by PE, LLC. to be related to the design or workmanship of the system, then PE, LLC. will pay reasonable, pre-approved, charges for material and labor for repair. The Purchaser shall pay the technician directly, and submit a warranty claim to PE, LLC. for reimbursement of materials and labor. In all other cases, the Purchaser is responsible for labor costs.

In the case of component failure, PE, LLC. will aid the Purchaser by providing the required part the same day (if in stock). An invoice for the part and shipping will be sent with the part. The Purchaser returns the defective part either to the original manufacturer or to PE, LLC. (depending on the circumstances) for determination of the cause of failure. An RGA (Returned Goods Authorization) number will be issued, which must appear on the return shipping label. If the part proves defective and is covered by the original manufacturer's warranty, then the Purchaser will be credited for the invoice that was sent with the new part, but shall be responsible for the shipping costs.

If repair service is required after the warranty period has expired, the Purchaser is responsible for parts, labor, and shipping costs. PE, LLC. Service Department is typically available during normal business hours to provide assistance with service and maintenance to allow maximum equipment efficiency and service life.

-end-



17 March 2018

Perennial Energy, LLC Candlestick (Utility) Flares operating on Landfill Gas

This document certifies that all standard PEI designed and manufactured candlestick (utility) type flares are compliant with 40 CFR 60.18 requirements for non-assisted devices.

Specifically, PEI designed and manufactured flares comply with the following requirements of 40 CFR 60.18 when in good repair & operated in accordance with nameplate limitations on Landfill Gas (LFG):

(c) (1) requires that the flare doesn't produce visible emissions as determined by EPA Method 22. PEI designed and manufactured flares are guaranteed to comply with this requirement.

(c) (2) requires that a flame is present at all times the flare is operational, and the presence of flame is confirmed with a device such as a thermocouple (f) (2). PEI designed and manufactured flares use a thermocouple to ensure a pilot flame is present before opening the safety shutdown valve and allowing gas to flow to the flare. A thermocouple is used to ensure flame presence, and the flare will automatically shut down in event of a flame failure, and will not vent unburned LFG.

(c) (3) (ii) requires that the net heating value of the gas going to the flare is 200 BTU/scf (net heating value) or greater. PEI designed & manufactured flares are compliant.

(c) (4) limits exit velocity to 60 ft/sec, and exit velocity is determined by dividing the SCFM by the unobstructed cross sectional area of the flare tip (f) (4). PEI designed & manufactured flares are compliant.

Emission Factors for utility flares operating on LFG with a net heating value greater than 300 BTU/scf:

Compound	LFG Utility Flare Emission Factor	Data Source	Date
NMOCs	99.2% destruction	EPA AP 42, table 2.4-3	11/98
VOCs	98% destruction	EPA-452/F-03-019	
HAPs	98% destruction Halogenated	EPA AP 42, table 2.4-3	11/98
	99.7% destruction Non-Halogenated		
NOX	0.068 lb/Million BTU, HHV	EPA AP 42, table 13.5-1	02/18
CO	0.31 lb/Million BTU, LHV	EPA AP 42, table 13.5-2	02/18
SO2	Site Specific	EPA AP 42, 2.4.4.2	11/98
PM 10	17 lb/Million SCF Methane	EPA AP 42, table 2.4-5	11/98
HCL	Site Specific	EPA AP 42, 2.4.4.2	11/98

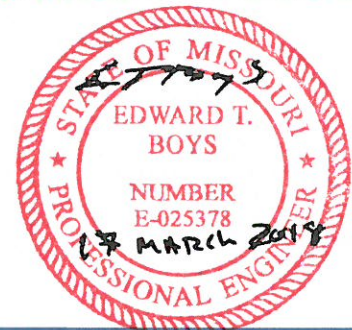
Respectfully,

ET Boys

Edward T Boys, PE
Engineering Manager



1375 County Road 8690 West Plains, MO 65775
Phone (417) 256-2002 Fax (417) 256-2801
www.PerennialEnergy.com PEI@PerennialEnergy.com

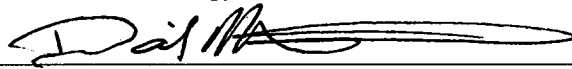


Attachment 4: Cost Proposal Submission Form

In accordance with the Invitation to Bid issued by Marion County, the firm referenced below hereby submits a Cost Proposal.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this proposal, and if selected, authorized to sign a contract with Marion County for the services identified in the Request for Proposal. In addition, all Marion County Procurement of Landfill Gas Blower and Flare System for NMRTS requirements, including insurance requirements, have been reviewed and are incorporated in this Cost Proposal.

Firm Name: Perennial Energy, LLC

Signature: 

Printed Name/Title: David Mathews Sales Engineer

Date: November 13, 2023

PROJECT COSTS		
Category	Provide Details	Amount
Equipment/Materials Cost	Gas Handling System, Candlestick Flare, Controls, see quote letter for details.	\$245,326.00
Delivery Fee	Delivery from West Plains, MO 65775 to Woodburn, Oregon 97071	\$6,900.00
Setup/Placement Fee	Startup & Training, Quantity 4, 10 Hour days, of on-site and training	\$9,000.00
All Other		\$N/A
Total Project Cost		\$261,226.00

**EXHIBIT B.1
POST-BID QUESTIONS AND COMMENTS**

Answered by David Mathews from Perennial Energy December 6, 2023:

- 1. Productivity 2000 acceptable.**
 - a. The H2-DM1E PLC was quoted. We prefer not to use the Productivity Series PLC. We could alternatively use the Automation Direct D2-262 as well.

- 2. Is 5 scfm achievable?**
 - a. Yes, the flare can turn down to 5 SCFM as a minimum.

- 3. Stainless steel required.**
 - a. We can change out the lower mast for Schedule 40.

- 4. Schedule 40 required.**
 - a. We can use Schedule 40 for the upper mast as well.

- 5. Top or bottom of shroud?**
 - a. The 15' measurement is to the top of the shroud.

- 6. Is the flare separate from the blower skid and mounted on a separate pad?**
 - a. The flare was quoted to be mounted on the same skid as the blowers.

- 7. Please clarify SCCR rating.**
 - a. The SCCR is the short circuit current rating. This is typically supplied by the EOR (Engineer of Record) and it is determined per site. Here is a link that explains it a bit more, <https://www.c3controls.com/white-paper/understanding-sccr/>. If a higher SCCR rating is required, we will need to know before we order any equipment. Typically, for a flare station, 18 kAIC is ample.