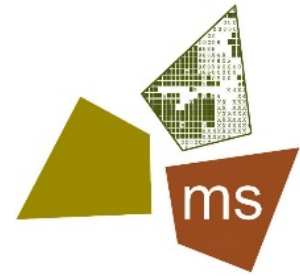


ms consultants, inc.

engineers, architects, planners

115 West Washington St., Suite 1310
Indianapolis, Indiana 46204-4618
Phone: (317) 566-0050
Fax: (317) 566-0052
www.msconsultants.com



April 6, 2021

Mr. Danny Powers
Director of Utilities, Town of Whitestown, IN
6219 Veterans Drive
Whitestown, IN 46075

Re: Town of Whitestown
2021 Indianapolis Road Lift Station Odor Control Unit

Dear Mr. Powers:

The Town is in receipt of bid(s) delivered to the Town of Whitestown on April 2, 2021 @ 11:00 am EST for the above referenced project. One (1) bid was received for this project, for which those contractor(s) whom submitted bids and their respective bid amounts are as follows:

BID ITEMS	HENRY P. THOMPSON COMPANY
Base Bid	\$191,499.00
Spare Plates – Adder	\$375/plate
Spare Filter Set – Adder	\$85.00/set
Ozone Generator Heads w/ six (6) plates – Adder	\$4,900.00/each
SCE AC Control Panel Conditioning System – Deduct	\$5,200.00

We have reviewed the bid package and the documents for bidders which appear to be complete. Pursuant to the contract documents, the Town of Whitestown may reject any and all quotes, or accept any quotes as may be the lowest responsive and responsible bidder.

There are a number of adders and deductions which were included in the documents. These items are generally replacement or spare parts which would be specific to the manufacturer. Additionally, a panel air conditioner was included in the base bid cost, which is not necessary for this application. After coordinating with Town staff, we recommend that certain items be added and removed from the bid costs as shown in the below table.

BID ITEMS	UNIT COST	REC. QUANTITY	TOTAL COST
Base Bid	\$191,499.00	1 LSUM	\$191,499.00
Spare Plates – Adder	\$375/plate	18 Plates	\$6,750.00
Spare Filter Set – Adder	\$85.00/set	4 Sets	\$340.00
Ozone Generator Heads w/ six (6) plates – Adder	\$4,900.00/each	2 Each	\$9,800.00
SCE AC Control Panel Conditioning System – Deduct	\$5,200.00	1	-\$5,200.00
		TOTAL	\$203,189.00

We offer no objection to the awarding of this contract to Henry P. Thompson Company for the recommended amount of \$203,189.00.

Sincerely,

John Nathan DeLisle, P.E.
Project Manager

Enclosure(s):

Bid Document – Henry P. Thompson Company



Quotation

March 26, 2021

Town of Whitestown Public Works
Attn: Eecca Thomas
Room 600
6210 Veterans Drive
Whitestown, IN 46075

**Re: Packaged Odor Control System
Section 44 31 19, Packaged Odor Control Systems**

Dear Mrs. Thomas,

We are pleased to provide the following quote for the below listed equipment:

Item#	Part Number	Description	Qty.
1	LM6/GH6	Oxidation Generation Module, Air Mover and Reaction Chamber	1
			TOTAL PRICE \$191,499.00

Common ADDER/DEDUCT options:

- | | |
|--|-----------------|
| 1. Spare set plates | ADD \$375/plate |
| 2. Spare filters | ADD \$85/set |
| 3. Additional generator heads with six (6) plates, max qty 2 | ADD \$4900/each |
| 4. SCE AC control panel conditioning system | DEDUCT \$5200 |

The above price includes freight to the jobsite. Federal, state, and local taxes, or any equipment item or service not specifically listed are not included in the above pricing.

Prices quoted are firm for sixty (60) days unless otherwise noted.

Manufacturers Terms and Conditions are attached and made part of this agreement.

Thank you for the opportunity to offer our quotation. Please do not hesitate to contact us immediately if you should have any questions.

Sincerely,
Lance Gaffin
The Henry P. Thompson Company
Email: lgaffin@hpthompson.com
PH: (317) 576-6568

THE HENRY P. THOMPSON COMPANY TERMS AND CONDITIONS OF SALE

The following Terms and Conditions are an integral part of The Henry P. Thompson Company's offer to sell the equipment and/or services offered in this proposal.

PRICES: Published prices and quoted prices, unless otherwise specified are subject to change without notice. Invoiced prices will be those in effect at time of payment. Published prices and quoted prices do not include sales tax. Sales tax is due and payable upon receipt of the goods unless otherwise specified, tax certificate has been provided prior to shipment. All quotations and agreements, unless otherwise expressly stated, will be F.O.B. point of manufacture.

DELIVERY: While we will endeavor to schedule your work order for delivery in accordance with your instructions, we do not guarantee or assume liability for failure to meet any scheduled delivery date. Referred deliveries are subject to Seller's approval and then only under terms that will reimburse Seller for any costs incurred in anticipation of production together with any resulting storage, handling, or carrying charges.

INTERPRETATION: Seller's offer contained in this proposal is limited to acceptance of all its terms and conditions contained herein. Upon acceptance by the Buyer, this writing shall constitute the entire agreement between Seller and Buyer. Any additional or different terms provided by the Buyer on any written acknowledgment or purchase order are not part of the contract between the Seller and Buyer and therefore are not binding upon the Seller. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Acceptance or acquiescence in a course of performance rendered under meaning of this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of nature of the performance and opportunity for objection. Whenever a term defined by Uniform Commercial Code is used in this contract, the definition contained in the Code is in control.

MODIFICATIONS: This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party against whom the modification is sought to be enforced.

PERFORMANCE: The Seller shall be excused if performance is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials, and also by any cause beyond the control of the Seller, including, but not restricted to, acts of God, floods, fires, storms, acts of civil and military authorities, war, and insurrections.

TERMS OF PAYMENT AND FAILURE TO PAY: Our normal terms of sale are 1% 10 Net 30. **Account must be current to discount invoice. Discount is not allowed on an invoice when retainage has been withheld.** Accounts 60 days past due will either have shipment held, or start-up delayed until all payments due are made or arrangements satisfactory to us are agreed upon. If, in our judgment, we feel that for our mutual protection it is advisable to exercise lien rights, this should not be construed as derogatory action. Normally, this action would be taken when a specific job has encountered financial problems and after consultation with our customer. Such rights are not exclusive and are in addition to any other right or remedy we may have and the exercise shall not prejudice any claim for damages we may assert, including reasonable attorney's fees incurred in collecting delinquent accounts.

CANCELLATION: Special equipment is not subject to cancellation. Where a cancellation is requested and it is not found practical to stop manufacture a 40% restocking fee will be accessed.

AUTHORITY OF SELLER'S AGENTS: No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the Buyer.

ASSIGNMENT - DELEGATION: No right or interest in this Contract shall be assigned by the Buyer without the written permission of the Seller, and no delegation of any obligation owed, or of the performance of any obligation by the Buyer shall be made without the written permission of the Seller. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

EXPRESS WARRANTIES: Equipment & Parts not manufactured by the Seller carry only the warranty of the manufacturer of said parts. Seller does not make any express or implied warranty for equipment and/or

parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. It is further agreed that the Buyer must inspect all shipments within 48 hours to determine if there was damage in transit or shipment and shall file a claim with the carrier accordingly. It is further agreed that the Seller assumes no liability whatsoever for failure of equipment due to normal usage and wear.

DISCLAIMER: SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED FROM THIS AGREEMENT.

APPLICABLE LAW: the Uniform Commercial Code shall govern This Contract. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Ohio as effective and in force on the date of this Contract.

CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT.

CLERICAL ERRORS: We are not responsible for printer's errors made in any of its publications and other forms of printed matter, or for any stenographic and clerical errors. All such errors are subject to correction.

Respectfully Submitted,	We accept the offer to sell the material and equipment as quoted, in accordance with the terms and conditions herein.
SELLER:	BUYER:
The Henry P. Thompson Company	Town of Whitestown Public Works
NAME:	NAME:
BY:	BY:
TITLE:	TITLE:
DATE:	DATE:

DELIVERY INFORMATION
NAME:
ADDRESS:
PHONE:
EMAIL:
PURCHASE ORDER #:



DIVISION OF AIRTEX MANUFACTURING, INC.

INDIANA SALES

301 East Carmel Dr. Suite G-400, Carmel, IN 46032

Phone (317) 564-4885 Fax (317) 564-4886

indianapolis@engineeredair.com

To:	Whitestown Public Works	From: Henry Berman
Project:	Indianapolis Rd Lift Station	Date: 3.24.2021
Location:	Whitestown, Indiana	Page: 1 of 6
Quotation #:	QTU0-44-11HB Rev-2	

PROJECT PROPOSAL. Engineered Air is pleased to provide the following proposal for the packaged odor control system for the reference lift station per plan and specification section 44-31-19..

The system was designed based on sample foul air load data for one of the two substructures that this unit will be require to control odor from. Basis of load sizing include assumptions based on general practices and sized to accommodate potential system spikes. The unit is equipment based on this currently loading and projections. There is the potential that up to two additional heads can be added at a later time see optional adders below. Other then purchase of these optional head assemblies and plates no other modifications would be required.

Actual handing to be determined on placement of order. This is unit is a ETL listed for electrical safety but is not rated for any classified explosion proof categories. Code compliance is the responsibility of the owner.

The prices in this quotation are based on Engineered Air (EngA) terms and conditions only (attached for reference). Orders based on quotations are subject to our acceptance and price is subject to confirmation at time of order

Equipment Model: LM6/GH6

Features Included:

- Unit consists of (1) oxidation generation module, air mover and reaction chamber
- Construction: 316 SS walls, floor, roof, with SS hinged doors, and SS lever lock handles
- 6" special two step structural welded 316 base channel to accommodate field installation requirements
- Reaction Chamber to include epoxy coated air blender
- Top exhaust air discharge, (duct to leave building be provided and installed by others)
- All contact chamber sections to have floor condensate drains
- 12" PVC foul air connection round sheet metal duct collar
- 12" PVC blast gate damper for air balance main inlet shipped loose for field installation
- 8" and 10" PVC blast gate damper for air balance branch inlet shipped loose for field installation
- Contact Chamber Exhaust fan is sized for a minimum 4400 cfm. Type is fan single inlet fan with non sparking aluminum, wheel, aluminum inlet cone, aluminum rub ring.
- Super E explosion proof TEFC motor

Whitestown. Indianapolis RD lift station.

- Reaction Chamber to be mounted indoors and fit through a opening with a max 70" wide ID and a max 94" tall ID. There is one shipping split provided.
- Two separate power sources providing a) 230v/3/60hz for the Generation Module. Control panel includes non-fused dead front disconnect b) Reaction Chamber to be 230v/3/60hz or 460v/3/60hz. Includes non-fused dead front disconnect selection at order entry.
- Control panel wire connections to have conformal coating
- (6) Tabbed/Printed Plate Head assemblies; (6) plates installed/head
- Generator Module and control panel to be remote mounted by others. Location to be determined by project engineer.
 - (1) remoted mount type generation systems DAT210 High Frequency Drive c/w LED light activity/troubleshooting w/ special cabinet configuration to match inside wall mounting location
 - Local mode operates via manual pot inside control panel
 - 4" MERV13 inlet filters c/w 316 SS Type 8 back loaded filter frames
 - Remote mode operates via 0-10V control signal
 - Plate step-up XFMR assembly c/w cooling fans
 - Panel to be 316 SS Nema 4X3R
 - Generation Systems: (1) Control Panel c/w:
 - Dead-front disconnect
 - Internal mounted hour meter
 - Lamicoid mounted on face of panel c/w
 - Local/Off Remote switch
 - Local on light
 - Remote on light
 - Clogged Filter light
 - Unit enabled light (Air proving switch)
 - Control Contacts for remote monitoring by others Include for use by others:
 - DAT Fault:
 - DAT Operating:
 - Clogged Filter:
 - Unit in Local:
 - Unit in Remote:
 - Unit Enabled:
- Factory Start Up and Factory Training
- Field Testing
- Reaction Control panel to meet UL 503, Generation module to be ETL listed for standard NON Classified Applications. Explosion motor certification provided by motor manufacturer.

System Price.....	\$188,499.00
Freight to Job Site FOB factory	\$ <u>3,000.00</u>
 TOTAL PRICE with freight	 \$ 191,499.00

Whitestown. Indianapolis RD lift station.

Common Adder / Deducts Options:

- 1) Spare set plates \$ 375.00 / plate
- 2) Spare Filters \$ 85.00 /set
- 3) Additional generator heads with 6 plates Max qty 2..... \$ 4,900.00/ ea
- 4) SCE AC control panel conditioning system<\$ 5,200.00 >

- Payment Net 30 Days with Approved Credit
- All Taxes Extra
- Quotation Valid for 30 Days
- Standard Engineered Air Terms and Conditions Attached

Not Included: warranty labor, rigging, installation of equipment, power connections to the two control panels and wiring to the exhaust blower in the reaction chamber, air, water or gas piping to unit, duct material and labor for connections, flue duct work and any other installation labor or material required to connect to this unit. Controls outside of the internal controls as described, performance testing other than what is called out in referenced specification, seismic calculations and sound testing. SALES TAX.

Lead Time Guide : Estimated shipping target 14-16 weeks after written project release received at factory. For approval factory submittals with pre-production package 2-3 weeks from order entry. Actual lead times will vary subject to engineering and plant loading, and vendor component availability at time of release.

NOTE:

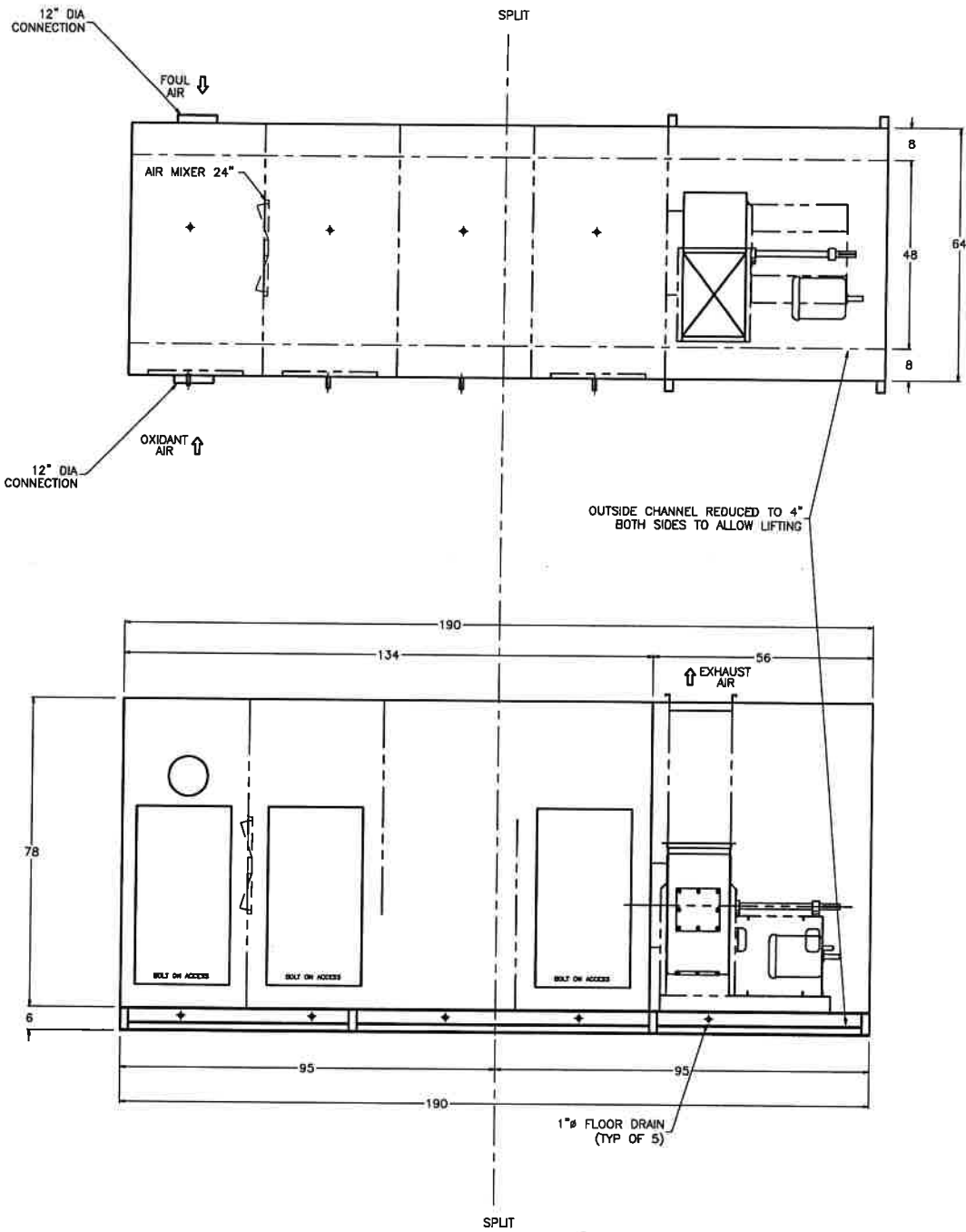
This Quotation/ Scope Letter (inclusively "Quote") include ONLY the design and manufacture of the goods specifically described and specified herein. The goods conform to Engineered Air ("EngA")'s standard construction methods unless specifically noted to the contrary. Buyer understands that any alteration or deviation from this Quote may alter the price of this Quote. Buyer understands that any purchase orders and/or submittals may not exceed the scope of this Quote. Further, EngA DOES NOT WARRANT OR REPRESENT THAT THE EQUIPMENT COVERED IN THIS SCOPE MEETS ANY OTHER SPECIFICATION, PROCEDURE, LAW, ORDINANCE, CODE OR REGULATION.

Thank you for the opportunity to provide this quotation. I am available to answer any questions regarding this quotation at your convenience. Note: There are also some value engineering options available to help further reduce project costs.

Sincerely,

Henry Berman
Division Manager
Indiana Sales

Whitestown. Indianapolis RD lift station.



ProUnit™

DOOR SIZES AND INTERNAL COMPONENTS ARE APPROX. VALUES. DIMENSIONS SHOWN IN INCHES ONLY UNLESS OTHERWISE NOTED.

UO-44-11

LM5/O

TAG:

AIR HANDLING UNIT

EngA®

ENGINEERED AIR®

REVISIONS: MAR 22/21

DATE:

DRWN BY:

CHKD BY:

DRWG NO.:

NOV 5/20

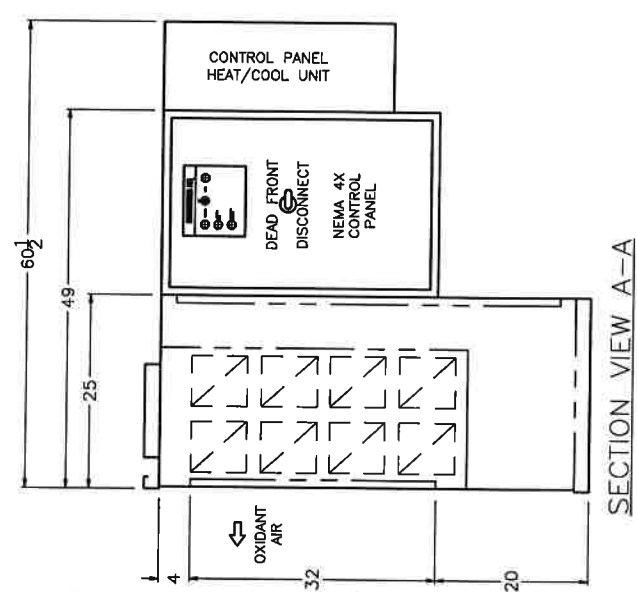
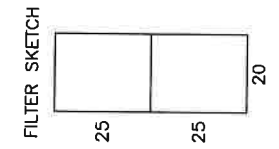
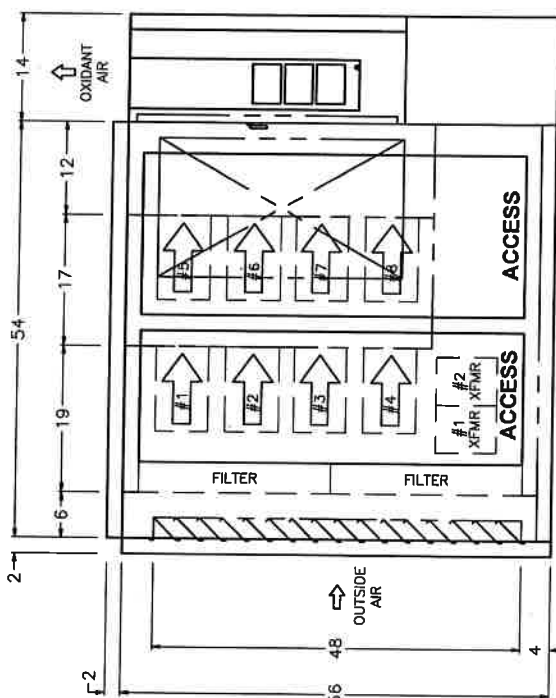
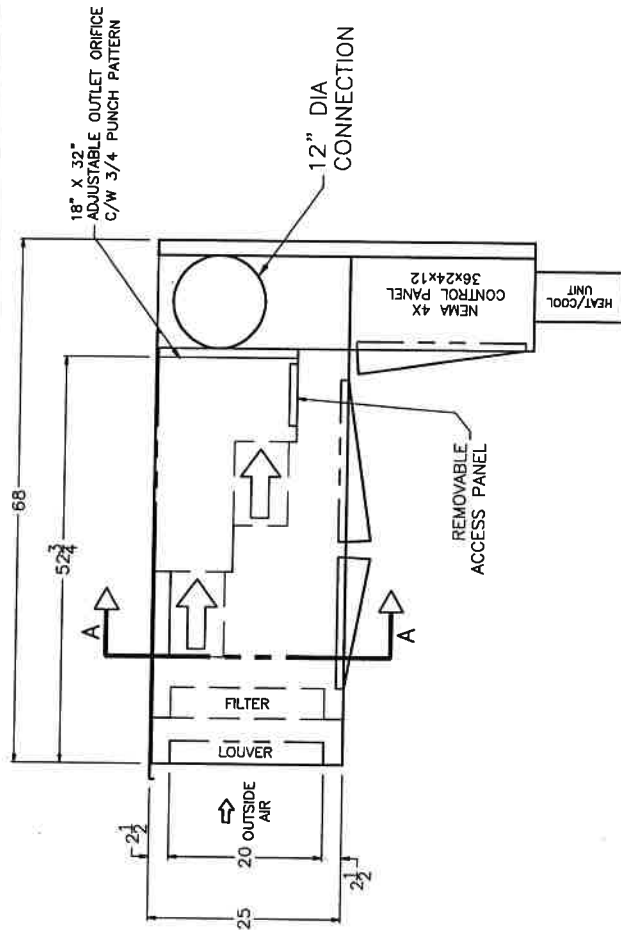


Exhibit A

NON-COLLUSION AFFIDAVIT

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Offeror has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other offeror or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from submitting a Proposal, or (iii) to induce a person to refrain from submitting a Proposal; and furthermore, this Proposal is made and submitted without reference to any other proposals and without agreement, understanding or combination, either directly or indirectly, with any persons, with reference to such proposals in any way or manner whatsoever.

[Signature by or on behalf of the Offeror in the spaces provided below shall constitute execution of each and every part of this Proposal. SIGNATURE MUST BE PROPERLY NOTARIZED.]

Written Signature: _____
Printed Name: Lance Gaffin
Title: Vice President

Important - Notary Signature and Seal Required in the Space Below

STATE OF Ohio

COUNTY OF Clermont

SS:

Subscribed and sworn to before me this 29th day of March,
2021.

My commission expires: August 5, 2021 (Signed) Jillian L. Sheldon
Residing in Clermont County, State of Ohio

JILLIAN L. SHELDON
NOTARY PUBLIC • STATE OF OHIO
Recorded in Clermont County
My commission expires Aug. 5, 2016
21

