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3 **RESOLUTION BY THE PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE**
4 **AUTHORIZING AND APPROVING THE TRANSFER OF FUNDS USING**
5 **PERFORMANCE BASED MAINTENANCE (PBM) PROCEEDS FOR THE PURCHASE**
6 **OF A THREE-LANE ANTI-ICING SPRAYER FOR THE RACINE COUNTY PUBLIC**
7 **WORKS DIVISION**

8 To the Honorable members of the Racine County Board of Supervisors:

9
10 **BE IT RESOLVED** by the Racine County Board of Supervisors that Racine County
11 Public Works respectfully requests, to purchase a three-lane anti-icing sprayer unit.

12
13 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that
14 funds are available and shall be used for the purchase from the Public Works
15 Performance Based Maintenance (PBM) Account and transferred to Account Number
16 MA344.488000, 2018 Machinery.

17
18 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that
19 this equipment to be purchased followed procurement protocols, having letterhead
20 quotations for pricing, as set forth in Exhibit "B" that is attached hereto and incorporated
21 herein.

22
23 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that the
24 three-lane anti-icing sprayer that best fits the requirements and pricing of the Public
25 Works Division will cost \$9339.70, along with approximately \$2500.00 in shipping costs
26 and additional items that may be required for it to operate properly in the single-axle dump
27 truck.

28
29 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that the
30 purchase of the three-lane anti-icing sprayer is authorized and the transfer of funds
31 approved, not to exceed \$12,000.00, as set forth in Exhibit "A" that is attached hereto and
32 incorporated herein.

33
34 Respectfully submitted,

35
36 **PUBLIC WORKS, PARKS AND FACILITIES**
37 **COMMITTEE**

36 1st Reading _____

38 2nd Reading _____

39
40 BOARD ACTION

Ronald Molnar, Chairman

41 Adopted _____

42 For _____

43 Against _____

44 Absent _____

Mark M.Gleason, Vice-Chairman

45
46 VOTE REQUIRED: 2/3 M.E.

Tom Hincz, Secretary

1 Resolution No. 2017-101
2 Page Two

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Prepared by:
Public Works & Development
Services Department

Robert D. Grove

David J. Cooke

Scott Maier

Kiana Harden-Johnson

INFORMATION ONLY

WHEREAS, Racine County requests the purchase of an anti-icing sprayer for use at the Rochester facility to pre-treat roads and bridge decks with a salt brine product; and

WHEREAS, funds for this purchase are from over recovery of the State Performance Based Maintenance (PBM) Program work that the department has completed in past years for the Wisconsin Department of Transportation (WisDOT); and

WHEREAS, anti-icing sprayers are used for controlling snow and ice by preventing the formation on roadways prior to the storm; and

WHEREAS, when pavement is pre-treated with salt brine prior to a storm, snow or ice will not bond to the pavement surface in most cases; and

WHEREAS, the non-binding of snow and ice to the surface of the pavement helps Racine County become more efficient when the storm arrives by using less material (salt) and manpower to clear roads; and

WHEREAS, currently the county has one anti-icing sprayer unit at the Ives Grove facility that must cover the entire county; and

WHEREAS, currently some of the roadways prior to a storm event cannot be treated due to a timing factor and the amount of area needing to be covered with only one anti-icing sprayer unit available; and

WHEREAS, having two units, one east (Ives) and one west (Rochester), will allow for better coverage in shorter amount of time and having the assurance all our treated areas on the program list will be applicated.



VariTech Industries Inc.
 A subsidiary of FORCE America, Inc.
 501 East Cliff Road
 Burnsville, MN 55337
 (952) 707-1300

Exhibit "B"

Sales Quotation

QUOTE
 QT060-1007806-1

DATE
 12/13/2017
 PAGE
 2 OF 3

SOLD TO
 001035
Racine County Public Works
 14200 Washington Ave
 Sturtevant WI 53177
 USA

SHIP TO
 12482
Racine County Public Works
 14200 Washington Ave
 Sturtevant WI 53177
 USA

Expiration Date: 3/13/2018
Customer Ref.: AI1035-HCL-3LB-SD
Customer P/O: AI1035-HCL-3LB-SD
Customer Contact:
Payment Terms: Net 30 days
Created By: Bjorn Kleven
Sales Rep: Braovac, Robert Z
F.O.B.: Alexandria, MN

Ship From: VariTech Industries Inc
 Site 160
 4115 Minnesota Street
 Alexandria MN 56308
 USA

NOTES

Price does not include freight.
 Thank you-

PRODUCT / DESCRIPTION	QTY	U/M	PRICE	EXTENSION
1113464 1035 Gallon 3 Lane Anti-ice System - Galvanized frame, leg kit, Tank Tamer baffle system, hydraulic closed loop, SS spraybars, Deutsch connectors, no controls or cables. Motor accepts 16 GPM at 2000 PSI. <i>LDS AI1035-HCL-3LB-SD</i>	1	EA	9,339.70	9,339.70
Note - 5100ex DLA harness may be required.				
<div style="border: 1px solid black; padding: 10px; background-color: #f0f0f0;"> <p style="font-size: 1.2em; margin: 0;">Shipping ~2000</p> <p style="font-size: 1.2em; margin: 0;">Harness (if needed) ~500⁰⁰</p> </div>				
Unless Otherwise Noted, Prices Do Not Include Freight				
Accepted By: _____ Date: _____	MERCHANDISE TOTAL: \$9,339.70 MISC CHARGE: \$0.00 TAX: \$0.00 QUOTE TOTAL: \$9,339.70			

Questions about your order? Contact us by phone at 888-208-0686 or email us at sales@varitech-industries.com

**VARITECH INDUSTRIES, INC.
TERMS AND CONDITIONS**

Acceptance: These Terms and Conditions shall govern all contracts for the sale of any goods to Buyer by VariTech Industries, Inc. and/or its subsidiaries and divisions (collectively "Seller"). These Terms and Conditions shall control over any conflicting terms and condition set forth in any request for quotation, purchase order, confirmation or other transaction document submitted to Seller by Buyer.

Delays in Delivery: Seller shall not be responsible for any delay in delivery of goods to Buyer due to fires, strikes, riots, Acts of God, government orders or restrictions, delays in transportation delays by suppliers or materials or parts, inability to obtain necessary labor or other causes beyond Seller's control. In the event of such delay, the delivery date shall be extended for a reasonable period of time.

Damage or Loss in Transit: All risk of loss shall pass to Buyer at the time of delivery of the goods. Delivery of the goods to any carrier shall constitute delivery of the goods to Buyer, regardless of which party retained or hired the carrier.

Warranties: Seller warrants that any goods sold by Seller to Buyer shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery. THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE WARRANTY MADE BY SELLER TO BUYER. SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Exclusive Remedy: If within the aforementioned one-year warranty period, any goods sold by Seller are proven by Buyer to be defective to Seller's reasonable satisfaction, then such defective goods shall be repaired or replaced, at Seller's sole option. THIS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER. BUYER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE ENTITLED TO RECOVER ANY INCIDENTAL, CONSEQUENTIAL OR CONTINGENT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

Payment: Buyer shall pay Seller's invoices within thirty (30) days of receipt. Buyer agrees to pay interest to Seller on any past-due amounts at the rate of 18% per year.

Security Interest: To secure payment of Seller's invoices, Buyer hereby grants Seller a security interest in all goods sold by Seller to Buyer. Buyer hereby authorizes Seller to file financing statements on behalf of Buyer to perfect Seller's security interest. In the event Buyer fails to timely pay Seller for any goods sold to Buyer, Seller may proceed, at its option, to utilize the remedies available to a secured party under Article 9 of the Uniform Commercial Code.

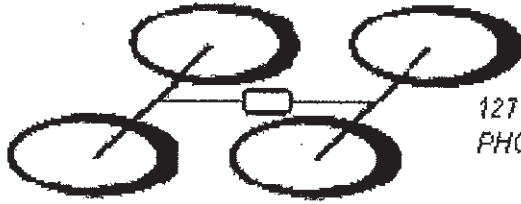
Freight Terms: All sales made by Seller to Buyer shall be F.O.B. Seller's Distribution Center.

Returned Goods: Goods may only be returned by Buyer with Seller's prior authorization and consent. Only unused goods in original containers of current design will be considered for return. Specially manufactured, custom or modified goods shall not be returnable. Buyer shall pay all transportation charges for any goods accepted for return by Seller. Buyer shall also pay a restocking charge equal to 15% of the original price of any goods accepted by Seller for return.

Taxes and Other Charges: Buyer shall be responsible for paying any taxes, duties, fees, or other charges imposed by any governmental entity based upon Buyer's purchase of any goods from Seller.

Legal Action: These Terms and Conditions and the terms of any contract for the sale of goods by Seller to Buyer shall be governed by and construed in accordance with Minnesota law. Any action relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be venued in state or federal court in Minnesota. Buyer consents to the personal jurisdiction of Minnesota courts and waives any defense that venue in Minnesota is in any manner inconvenient. Buyer shall pay all attorney fees, costs and disbursements incurred by Seller in collecting any amounts due from Buyer, enforcing these Terms and Conditions and/or enforcing the terms of any contract for the sale of goods by Seller to Buyer. Any legal action by Buyer against Seller relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be brought within one (1) year after the delivery of the goods or be forever barred.

INVOICE



AUTO BRAKE CLUTCH & GEAR CO., INC.

12775 W. SILVER SPRING DR.
PHONE (262) 781-2224

P.O. Box 254
www.abcgparts.com

BUTLER, WISCONSIN 53007
FAX (262) 781-2234

HOURS: M-F 7AM - 9PM SAT 8AM - 12PM SUN CLOSED

HOLD FOR:

RACINE CO PUBLIC WORKS
14200 WASHINGTON AVE
STURTEVANT WI 53177

CUST # 25671

DATE 12/21/17

262-886-8446

ITEM #	LINE	DESCRIPTION	X	QTY	PRICE	NET	AMOUNT	T
(#8359 Unsorted)								
6191051	BUYERS	ANTI ICE	EA	1	18786.40	14850.00	14850.00	Y
*		ANTICE HYDRAULIC 1065-235 GPM WITH TANK						
*		HYDRAULIC DRIVEN LIQUID PUMP AND MOTOR						
*		3 BOOM SECTION SHUT OFF MANIFOLD, FLOW METER						
*		GALVANIZED STEEL SUBFRAME WITH STAND						
*		3 LANE STAINLESS STEEL SPRAY BAR						
*		PLEASE ALLOW 2 WEEKS LEAD TIME FOR DELIVERY						
*		DROP SHIP TO CUSTOMER INCLUDED						
*		C/O BRETT MCDONALD						

SLSMAN: 1J

SUBTOTAL
SALES TAX

14850.00
~~831.60~~

* QTY PICKED UP/RETURNED

6:33 PM

TOTAL

\$ 15,681.60

RECEIVED BY _____

25671 (PRT 0)

HOLD TICKET QUOTE
NOT AN INVOICE

Are there any cores that we can pick up today?

SELECTED : 8359



700 Randolph Drive
Appleton, WI 54913
At 41 & N, Little Chute, WI

Phone: (920) 687-1111 Fax: (920) 687-1122
Green Bay (920) 983-1111 Milwaukee: (262) 544-5404

www.casperstruck.com

: Racine County Public Works
: 14200 Washington Ave
: Sturtevant, WI 54177

: RE: 1065 LAS unit

=====
Date: December 13, 2017 Time: 2:07 PM Terms: Due on Delivery Contact: Brett McDonald
Phone # 262-886-8446 Fax # E-mail: brett.mcdonald@goracine.org
=====

**** Sales Quotation ****

1. Henderson 1065 Liquid Application System

- A. 1065 gallon tank
- B. 304 stainless steel framework
- C. 304 stainless steel leg kit
- D. 304 stainless steel hoop kit
- E. 304 stainless steel trunnion latch
- F. 304 stainless steel single lane boom with 24 gallon per lane mile brass nozzle tips
- G. 12 VDC ball valve
- H. Flowmeter
- I. Tie down straps
- J. Hydraulically powered pump
- K. Surge Busters (for anti-sloshing)
- L. Furnished only, Casper's to deliver uninstalled unit to Racine County

Henderson LAS total: \$ 15,093.00

=====
Submitted by: Jake Reis 12-13-17 Quote firm 30 days. Terms: Net on delivery. PO # _____
Quote and terms accepted by: _____ Title: _____
Date accepted _____

THANK YOU for the opportunity to submit our quote for your consideration