



## Memorandum

**TO:** Fox Cities Transit Commission  
**FROM:** Ron McDonald, General Manager  
**DATE:** June 22, 2023  
**RE:** Authorization to purchase bus shelters

Valley Transit places bus shelters throughout the Fox Cities to promote safety and as an amenity enhancement. Several shelters have exceeded their useful life and need replacement.

### ANALYSIS

Valley Transit requested quotes for prefabricated, 5x10 bronze finished anodized aluminum shelters with a wind screen and ADA accessible bench. Two quotes were received.

| Manufacturer | Size | Qty | Unit Cost | ADA Bench | Shipping | Total     |
|--------------|------|-----|-----------|-----------|----------|-----------|
| Brasco       | 5x10 | 6   | 8,975.00  | 650.00    | 0.00     | 57,750.00 |
| Duo-Gard     | 5x10 | 6   | 9,873.00  | 0.00      | 482.00   | 62,130.00 |

**\*\*\*Brasco offered a Solar Lighting Package as an option for \$1,750 per unit**

### FISCAL IMPACT

The lowest base bidder was Brasco, at \$57,750. Additionally, Brasco offered an optional Solar Lighting Package for \$1,750 per unit, \$10,500 total. The total cost for the base bid and option is \$68,250. Valley Transit was awarded grants and has budgeted sufficiently to pay for this purchase.

### RECOMMENDATION

Staff recommends authorization for Valley Transit to purchase six (6) bus shelters with solar lighting packages from Brasco for \$68,250.



# QUOTE

Quote Number: 062123R2  
 Quote Date: June 21, 2023  
 Quote Expiration: 30 Days from Quote Date  
 Return to: [iriley@brasco.com](mailto:iriley@brasco.com)

**Quoted for:**  
 Valley Transit  
 Ronald C. McDonald  
 (920) 832-5800  
 Ronald.McDonald@appleton.org

| PREPARED BY | PROJECT NAME               | PAYMENT TERMS (WITH APPROVED CREDIT) | LEAD TIME                 |
|-------------|----------------------------|--------------------------------------|---------------------------|
| Ian Riley   | Slimline Series Structures | Net 30 Days                          | ± 30 Weeks from Approvals |

| QTY    | ITEM                       | DESCRIPTION   | UNIT PRICE      | TOTAL        |
|--------|----------------------------|---|-----------------|--------------|
| 6      | SL-0510-F-R-HI-AL-TG-0-0-0 | 5' x 10' Slimline Series Aluminum Structure<br>Four-Sided; Full Rear and Side Walls; Front Windscreen with One ADA Opening<br>Dark Bronze Anodized Aluminum Finish<br>Bronze Standing Seam Aluminum Hip Roof with 2.5" Fascia and Integral Gutter<br>1/4" Clear Tempered Safety Glass Wall Panels | \$8,975         | \$53,850     |
| 6      | BE-WM-5-AL-3-0-2           | ADA Wall Mount Aluminum Bench with Backrest   | \$650           | \$3,900      |
| Option | Solar Lighting             | Solar Lighting Package with Solar Panel, Batteries, Solar Controller, Vented PLS Box Enclosure, and 5-Watt LED Light  | \$1,750         | Not Included |
|        |                            |   | <b>Subtotal</b> | \$57,750     |
|        |                            |   | <b>Freight</b>  | Included     |
|        |                            |   | <b>Total</b>    | \$57,750     |

**This is a quotation on the above products listed and is subject to the conditions noted below.** Prices are subject to change after quote expiration date. Payment terms are subject to change per Brasco's Financial Credit Approval Process. Credit card payments are subject to a 5% processing fee. Brasco accepts Visa, Master Card, and American Express.

**\*Structural Engineering with Stamped Drawings and Structural Calculations are not included in this quotation and are an additional \$975, per shelter type, if required.**  
**\*Concrete Pad Design and Analysis, if needed, is an additional \$500.**

Offloading shipments is the responsibility of the customer. Please note that a forklift with 8' forks is required unless otherwise noted in writing.

Shelters are not shipped fully assembled. Assembly and Installation Required. All anchoring hardware is included.

Lead time begins after all approvals including drawings, color selections, applicable deposits, etc. Our lead times have temporarily increased. Our production team is doing everything possible to return our lead times to normal. Thank you for your understanding and patience.

Signature of Acceptance\* \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name \_\_\_\_\_ Title \_\_\_\_\_

*\*The above prices, specifications and conditions are satisfactory and are hereby accepted. Brasco International, Inc. is authorized to proceed with the supply of products as noted. Brasco International, Inc. is a vendor and not a contractor or subcontractor. Brasco International, Inc. is not subject to any payment retainage or liquidated damages. All Brasco standard terms and conditions of sale apply.*

**We Thank You For Your Consideration**



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32400 INDUSTRIAL DRIVE, MADISON HEIGHTS, MI 48071





## Brasco International, Inc. ("Brasco") Standard Terms and Conditions of Sale

The Brasco International, Inc. Standard Terms and Conditions of Sale ("Terms and Conditions") are incorporated herein by reference and form part of this agreement. This quotation shall be valid for 30 days unless otherwise withdrawn by Brasco prior to Purchaser accepting. Purchaser's issuance of either a purchase order or an acceptance shall constitute an acceptance of the Brasco Terms and Conditions. Acceptance shall be in writing. Any additional terms or modifications to the Brasco Terms and Conditions proposed by Purchaser, whether in a purchaser order or otherwise, are expressly rejected by Brasco and not part of the agreement between Brasco and Purchaser. The agreement between Brasco and the Purchaser shall be referred to herein and in the Brasco Terms and Conditions as the "Contract". This quote constitutes an offer to sell products and services on terms expressed herein and shall be construed as inviting acceptance from the Purchaser.

**Terms of Payment.** Notwithstanding anything contained herein, payment shall be due in accordance with the terms of Brasco's Acknowledgment ("Acknowledgment"), which will be generated upon receipt by Brasco of the Purchaser's signature on the Quote or receipt by Brasco of the Purchaser's signature on the Acknowledgment. An invoice will be generated by Brasco pursuant to the terms of payment under the Contract once Brasco has completed the Order, and the due date for the payment of balance due under the Contract shall be on the invoice.

**Warranties.** Components not manufactured by Brasco shall be covered by their relevant manufacturer's warranty only. Brasco Products must be installed in accordance with Brasco's installation instructions. The workmanship, design and machined components on the Products are warranted to conform to the applicable specifications and to be free from defects in workmanship and materials for the relevant period listed in Fig. 1. Any modifications or aftermarket additions to the original equipment voids all applicable manufacturers' warranties. All warranties begin from the date of delivery (DOD). Brasco will transfer ownership and good title to the Products free and clear of liens and rights of third parties. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

**FIG. 1: STANDARD PRODUCT WARRANTIES FROM DATE OF DELIVERY**

|                                  |                                    |
|----------------------------------|------------------------------------|
| General Product Workmanship      | 1 Year                             |
| Powder Coat Finish               | 1 Year                             |
| Solar Panels                     | 1 Year Per Manufacturer's Warranty |
| Solar Lighting Mounting Hardware | 1 Year                             |
| LED Light Fixture & Engine       | 1 Year                             |
| Wire Harnesses and Connectors    | 1 Years                            |
| Solar Charge Controller          | 1 Year                             |
| Solar Batteries                  | 1 Year                             |

\*Sealed lead acid batteries will self-discharge in storage. Batteries should be stored indoors at a recommended 68 degrees Fahrenheit for max. shelf life. Batteries should be installed no later than 3 months from delivery or the battery warranties will be void.

**Limited Remedies.** Any warranty claims by Purchaser shall be communicated to Brasco in writing. Failure by Purchaser to give written notice of claim within the stated warranty period shall be deemed an absolute and unconditional waiver of Purchaser's warranty claim. Purchaser's sole and exclusive remedy for a valid warranty claim is either repair or replacement of the Products or a full refund of the price paid by Purchaser for the Products (which remedy shall be selected by Brasco). The remedy does not include the cost of installation, removal, dismantling, or reinstallation and is limited to replacement parts. Shipping and handling fees are not included under warranty terms and are the responsibility of the Purchaser. Purchaser will provide Brasco with access to all available warranty data and the Products. Purchaser will also provide Brasco with an opportunity to participate in root cause analysis performed by Purchaser concerning the Products. Brasco shall have no liability to the extent Products are or have been: (a) modified by Purchaser or a third party; (b) modified by Brasco at Purchaser's request; (c) made to specifications not provided by Brasco; (d) used or installed in a way not known to Brasco or operated under conditions not known to Brasco; or (e) subject to misuse, abuse or improper storage, installation or maintenance. Brasco cannot be held responsible for components that become obsolete.

**Payment Late Charges, Certain Remedies and Recovery of Expenses.** Except as otherwise provided in the Acknowledgment, all payments are due thirty (30) days from the date of Brasco's invoice and shall be paid in United States currency. Purchaser shall pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) of the unpaid balance with respect to any late payments. In addition, Purchaser shall pay all costs and expenses incurred by Brasco, including actual attorney's fees, which were incurred in connection with enforcing the Contract and/or collecting any past due payments. Brasco shall have the right of setoff, the right to terminate the Contract and/or the right to suspend further deliveries under the Contract and/or other agreements with Purchaser, the right to recover damages in addition to any other remedies available to Brasco as a matter of law, in the event Purchaser fails to make any payment when due. Brasco may require full or partial payment in advance of shipment if, in Brasco's opinion, the credit or financial condition of Purchaser is, or is about to become, impaired. If Purchaser requests delayed shipment, Brasco may bill for Products when ready for shipment and charge reasonable daily storage fees. Purchaser shall not have any right of setoff against Brasco. The remedies available to Brasco for Purchaser's breach are intended to be as flexible as permissible and cumulative to the fullest extent permissible and no choice of any one or more remedies is intended to constitute an election of remedies which would limit the ability to assert other remedies.



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## Brasco International, Inc. ("Brasco") Standard Terms and Conditions of Sale

### Limitation of Liability:

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR BREACH OF OBLIGATIONS OF CONFIDENTIALITY OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THE OBLIGATIONS UNDER THIS CONTRACT. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL. NEITHER PARTY MAY BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF TRANSACTIONS UNDER THE CONTRACT, MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO BRASCO'S MISCONDUCT, the parties agree that the total damages that can be awarded in any claim by PURCHASER relating to BRASCO's obligations under this CONTRACT (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE), shall not exceed the combined total of amounts paid by PURCHASER to BRASCO under the CONTRACT. THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT PURCHASER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**Cancellation.** A. Purchaser may cancel an order for "Convenience" via written notice to Brasco within 5 business days from the date of receipt by Brasco of the Purchaser's signature on the Quote or receipt by Brasco of the Purchaser's signature on the Acknowledgment and no cancellation fee shall be due Brasco. Cancellations of orders for reasons other than for Convenience as referred to above must be in writing and agreed to in advance by Brasco. Such cancellations are subject to a cancellation charge equal to the greater of the actual costs incurred by Brasco during the performance period or a 50% cancellation fee.

**Shipping and Delivery.** Brasco shall not be liable for delays or failure in performance when caused by circumstances beyond Brasco's reasonable control. If Purchaser does not provide shipping and routing instructions, Brasco shall be the sole judge of the best method of routing shipment. All sales of Products are F.O.B. Brasco's plant. Risk of loss of the Products shall transfer to Purchaser upon delivery of the Products to the common carrier.

**Modifications and Delays.** Brasco reserves the right to modify or change portions of this Contract should any assumptions specified be determined to be incorrect, or if new/additional information relative to this Contract become available. After 90 days, any delays outside of Brasco's control will result in price escalation using the Producer's Price Index, as published by the Bureau of Labor Statistics: Fabricated Structural Metal Products (Series Code WPU107).

**Termination by Brasco.** In addition to any other rights to terminate the Contract or suspend performance under the Contract, (A) Brasco may, upon written notice to Purchaser immediately terminate all or any part of the Contract or suspend performance under the Contract, without any liability to the Purchaser and without waiving its right to damages, (a) if Purchaser (i) repudiates, breaches, or threatens to breach any of the terms of the Contract, (ii) fails to accept or threatens not to accept Products in accordance with the Contract, (iii) fails to make timely payment, or (b) upon the occurrence or threat of insolvency or bankruptcy of Purchaser; (B) Purchaser shall purchase and pay Brasco immediately for all unique raw materials, work in process and finished goods under the Contract; (C) Purchaser shall reimburse Brasco for all preparation and other expenses incurred by Brasco and/or its subcontractors in connection with the Contract and for all other losses and costs arising from the termination.

**Lead Times.** Lead time is the window of time necessary to complete an order, after the approvals process is complete. The approvals process includes satisfying Brasco's credit terms and written approval of Brasco's preliminary engineering drawings. Once all approvals are complete, the lead time begins, wherein detailed engineering paperwork is completed, stamped calculations are ordered, material is purchased, and the order is fabricated. For orders that endure a lengthy approvals process, lead times may shift between the time the order was placed and approved. Additionally, third party lead times and availability can directly impact Brasco's lead times, therefore Brasco shall not be liable for any damages (actual or liquidated) caused by acts outside of its control that arise from third party suppliers.

**Change Orders.** Design, material, finish and quantity changes by the Purchaser to an order after preliminary engineering approval drawings are provided by Brasco are subject to a Change Order fee. Fees include a minimum administrative fee of \$105.00, with relevant material cost and additional labor fees applied.

**Purchaser Approvals.** In accordance with the terms of this Contract, Purchaser agrees to timely execute and return to Brasco an approval of each set of drawings provided to Purchaser by Brasco including, but not limited to, Preliminary Elevation Drawings and Detailed Engineering Drawings. Failure by the Purchaser to timely execute and return to Brasco an approval of drawings provided by Brasco negatively effects lead time of the order and if same occurs, Brasco in its sole discretion shall have the unilateral right to increase the lead time to complete and deliver the order to the Purchaser or terminate the Contract.

**Rejections and Returns.** Purchaser will be deemed to have inspected and accepted all delivered Products unless written notice of rejection specifying the basis therefore in reasonable detail, is provided to Brasco within 10 days after delivery. Purchaser may not return Products that are not timely rejected without Brasco's prior written approval.

**Taxes.** A 6% Sales tax will be billed to Michigan businesses, entities and municipalities as applicable under Michigan State law. If your business is tax exempt, please provide a Sales Tax-Exempt Certificate. Sales tax will not be billed to businesses, entities and municipalities outside the jurisdiction of the State of Michigan and is the sole responsibility of said entity to pay within its respective jurisdiction where applicable.

**Governing Law, Jurisdiction and Venue.** The Contract shall be governed by and construed in accordance with the laws of the State of Michigan without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of Michigan and the United States District Court for the Eastern District of Michigan and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

**Severability.** If any provision of this Agreement is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.



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**QUOTATION**

Number: 44868      Date: 6/14/2023      Preparer: Dean Duerst

Name: Ron..... McDonald.....      City: Appleton.....

Company: City of Appleton - Valley Transit.....      State: WI..... Zip: 54914.....

Address: 801 S. Whitman Avenue.....      Telephone: 920-832-2291.....

.....      Fax: 920-832-1631.....

|                                |                        |               |
|--------------------------------|------------------------|---------------|
| Shelter Style: Transit Shelter | Shelter Size: Width: 5 | Length: 10    |
| Roof Style: Standing Seam Hip  | Door Style: No Door    | # of Doors: 0 |

|             | Quantity | PER  | Unit Price | Cost       |
|-------------|----------|------|------------|------------|
| Walls, Roof |          | S.F. |            | \$9,873.00 |
|             | 0.00     | S.F. |            |            |
|             | 0.00     | S.F. |            |            |

**OPTIONS**

- dark bronze anodized aluminum frame w/windscreen
- standing seam hip roof - color tbd
- 1/4" clear tempered safety glass
- 5' dark bronze anodized aluminum
- bench & backrest - attached ADA

Estimated Production Lead Time 16 - 20 weeks

Freight Included: FOB Appleton, WI 54914

|   |             |
|---|-------------|
| Sub Total:  | \$9,873.00  |
| Packaging, Handling, and Delivery (F.O.B. Destination): | \$482.00    |
| Number of Units:  | 6           |
| Sub Total:  | \$62,130.00 |
| Sales Tax:  |             |
| Duo-Gard Installation Services:                         |             |
| We will invoice and add for taxes if applicable         |             |

**Grand Total:**      \$62,130.00

•Pricing is valid for 30 days. Duo-Gard reserves the right to update pricing at time of order. •Due to supply chain constraints Duo-Gard will not be held liable for liquidated or other delay penalties. •Please discuss lead times for submittals, shop drawings, and production prior to placing your order. We can update you on the current conditions for materials and the supply chain for your project. •Projects that do not deliver materials within 9 months are subject to re-pricing. •Shipping quoted is an estimate and may be updated at the time of final shipment based on the current rates.

**PRICES SUBJECT TO CHANGE IF NOT ACCEPTED WITHIN 30 DAYS**

**There will be a MINIMUM 20% charge for all cancelled orders - 50% Deposit Required**  
**Note: A forklift and loading dock are required for unloading. Fork extensions could be needed.**  
**Contact us if this needs to be revisited to accommodate your needs**