



PARKS, RECREATION & FORESTRY

1900 AVIATION DRIVE
WAUKESHA, WISCONSIN 53188-2471
TELEPHONE 262/524-3737 FAX 262/524-3713

Ron Grall, Director
rgrall@waukesha-wi.gov

December 18, 2023

To: Parks, Recreation & Forestry Board (PRFB)

RE: PRFB Agenda Item - Approve the purchase of an Ecotec Soil Shredder & Screener.

This request is for the final approval to purchase an Ecotec Phoenix 1600 Trommel Screen (Soil Shredder & Screener), through the City approved Sourcewell purchasing program in the amount of **\$264,073.43**. This is replacing a 1995 Royer Soil Shredder & Screener, that is used by the Forestry and Grounds crews to create usable topsoil from soil harvested from Park and City projects. The topsoil is used for restoration of construction projects throughout the City, planting of trees, restoration of ground stumps and more. DPW also uses topsoil created from this machine for their projects. The return on investment (ROI) is approximately 6.6 years based on costs of purchasing screened topsoil every year for these projects. This was approved in the 2024 CIP Fleet Budget with a budget of \$290,000.

Thank you,

Aaron Lehnert

Aaron Lehnert
Forestry Supervisor



Midwest Crushing and Screening, Inc.
 7144 N. Harlem Ave., Suite #337
 Chicago, IL 60631
 Phone: 847-271-5027
 Fax: 847-825-0878

Date 12/11/23

SALES CONTRACT

Contract No.

PURCHASER City of Waukesha Forestry

ADDRESS 1900 Aviation Drive, Waukesha, WI 53188 ORDER NO.

SHIP TO DATE

ADDRESS PRICES ARE F.O.B.

HOW SHIP APPROXIMATE DELIVERY DATE

Quantity	Description	Unit	Total
1	Ecotec Phoenix 1600 trommel screen		\$241,889.43
1	Ecotec tipping grid		\$15,085.00
1	Ecotec reject chute		\$2,499.00
* pricing on this contract is through Sourcewell			

Contract Price	Purchase Price	<u>\$259,473.43</u>
Less Deposit	Sales Tax	<u>\$0.00 w/ tax exempt form</u>
Amount Due	<u>\$264,073.43</u>	Shipping Cost	<u>\$4,600.00</u>
		Total Contract Price	<u>\$264,073.43</u>

All used equipment is sold on an "AS IS" basis, unless otherwise specified above.

Terms and Conditions of Sale

1. Unless specifically stated in writing, every offer or quotation by Seller shall be deemed to have been withdrawn after the expiration of 30 days following the date upon which it was made.
2. Acceptance of any order from Buyer is at all times subject to Seller's satisfying itself as to the Buyer's credit and ability to make payment. This Contract shall not be binding upon Seller until countersigned by an authorized officer or director of the Seller.
3. Seller will make every effort to deliver the equipment and perform its obligations hereunder by the date specified by the face side hereof. However, it will not be liable for any loss, damage or injury of any nature arising from delay in performance or delivery, it being specifically understood that times or dates specified herein for delivery or performance are business estimates only and not contractual obligations of the Seller.
4. Buyer is responsible for paying all applicable state and local taxes in their area.

THIS CONTRACT consisting of the foregoing, and THE REVERSE SIDE HEREOF, correctly sets forth the entire Agreement between the parties. No agreements or understandings shall be binding on either of the parties hereto unless specifically set forth in this Agreement.

EXECUTED this 11 day of December, 2023. By execution hereof, the signer hereby certifies that he has read this Agreement, INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this contract.

SALESMAN Harley Sauer
 MIDWEST CRUSHING AND SCREENING, INC.
 Accepted by
 Title

PURCHASER City of Waukesha Forestry
 Office Address
 By [Signature]
 Title

5. Delivery of the equipment shall be F.O.B. Seller's premises. Buyer accepts responsibility for the security of the equipment and assumes all risk of loss or injury thereto or any liability arising therefrom, however caused or arising, even though title to the equipment may not have passed to Buyer. Buyer shall keep the equipment fully insured and shall indemnify, defend, save and hold harmless the Seller from any such loss, injury, or liability.
6. Buyer shall be deemed to have accepted all equipment delivered under this Contract within 15 days after the date of delivery. Seller shall not in any event have any obligation to accept return of any equipment delivered hereunder unless it has previously consented in writing to do so.
7. The price of the equipment is the TOTAL CONTRACT PRICE set forth on the face side hereof; provided, however, that if there shall be any increase in the cost to the Seller of labor, materials, transportation or any other expense arising in connection with the fulfillment of Seller's obligations hereunder between the date of this Contract and the date of delivery, Seller shall be entitled to add to the contract price a fair and reasonable sum to cover the cost of any such increase.
8. The Midwest Crushing and Screening, Inc. machinery covered by this order is sold by the Seller with the specific and only warranty of the manufacturer as set forth in the manufacturer's catalog and representatives wherein said machinery and equipment is listed and described. However, any statements or representations as to output, power, capacity or otherwise contained in any drawings, catalog, specification, or other document shall not be regarded as forming part of this Contract unless such statement or representation is specifically guaranteed in writing by the Seller's President. If the equipment is used for more than nine hours per day, said warranty period shall be proportionately reduced. This warrant, shall not apply to any equipment or parts thereof not manufactured by Midwest Crushing and Screening, Inc. or any equipment or parts thereof that have been subjected to negligent handling, improper use or treatment, inadequate lubrication, adjustment, maintenance or storage, any act or omission contrary to instructions, or any use or service other than that for which the equipment or parts were intended, or to equipment or parts to which there has been fitted or affixed any parts not supplied by Seller. THE FOREGOING WARRANTY IS EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT PARTS SOLD HEREUNDER, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER.
9. If any equipment or parts thereof covered by the warranty set forth in the preceding paragraph are returned by Buyer, at Buyer's sole expense, promptly upon Buyer's discovery of any claimed defect and within the warranty period and such equipment or parts are found to be defective in material or workmanship by Seller, Seller will in its sole discretion, either (a) repair or replace such defective equipment or parts or (b) accept the return of such defective equipment or parts at their invoice price. THIS REMEDY SHALL BE THE SOLE EXCLUSIVE REMEDY AVAILABLE TO THE BUYER AGAINST SELLER FOR ANY DEFECT IN THE EQUIPMENT OR PARTS SOLD HEREUNDER OR FOR DAMAGES RESULTING FROM ANY DEFECT IN THE EQUIPMENT OR PARTS SOLD HEREUNDER OR FOR DAMAGES RESULTING FROM ANY OTHER CAUSE WHATSOEVER, WHETHER FOR DEFECTIVE OR NONCONFORMING EQUIPMENT OR PARTS, BREACH OR REPUTATION OF ANY TERM OR CONDITION OF THIS CONTRACT, NEGLIGENCE, OR ANY OTHER REASON.
10. In the event Seller is unable to carry out its obligations under this Contract due to war, strike, accident, acts of God, or any other cause beyond its control, it may, at its option, suspend performance or cancel this Contract and shall be paid a reasonable price for all work and expenses incurred in attempting to perform this Contract.
11. Seller reserves title to all equipment sold hereunder, and all such equipment shall remain personal property, until the contract price and all other costs and expenses owing by Buyer to Seller hereunder are paid by Buyer to Seller in full.
12. Seller may, without prejudice to the Buyer, cancel this Contract if at any time:
 - (a) Buyer shall commit any breach of any of the terms of this or any other contract with the Seller; or
 - (b) Buyer compounds with or negotiates for any composition with its creditors generally or permits any judgment against it to remain unsatisfied for seven days; or
 - (c) if the Buyer is an individual and shall die or have a receiving order made against him or commit any act of bankruptcy or have any proceeding in bankruptcy, whether voluntary or involuntary, instituted; or
 - (d) if the Buyer is a corporation or partnership and shall call any meeting of its creditors or have a receiver of any or all of its assets appointed or entering into any liquidation or bankruptcy proceedings whether voluntary or involuntary.
13. Unless an express definition herein or the context hereof otherwise requires, all terms used in this Contract which are defined or given meaning in the Uniform Commercial Code, as adopted in the state in which this contract is executed, shall have the same definition and meaning for purposes of this Contract, and this Contract shall be governed by the laws of the state in which this contract is executed.
14. No delay or failure of the Seller to require the performance of any of Buyer's obligations under this Contract shall affect Seller's right to require performance of such obligation in the future or of any other obligation or shall be construed as a waiver of Seller's right to require Buyer to perform any obligation under this Contract.

PRODUCT
SPECIFICATION

 **TEREX**[®]

 **ECOTEC**

PHOENIX 1600

TROMMEL SCREEN



PHOENIX 1600

Innovatively designed to provide excellent fuel efficiency and low operating costs.

Terex Ecotec's Phoenix 1600 has been innovatively designed to provide excellent fuel efficiency and low operating costs, whilst also reducing emissions and noise levels due to the machine running at a low engine RPM. With a 4.9m (16') x 1.54m (5') drum, unrivalled production throughput is guaranteed due to the screening area, the largest in its class. Highly versatile the Phoenix 1600 can easily screen a variety of material including topsoil, compost, sand and gravel, wood chip and C&D waste. Woven mesh or heavy duty punch plate panels can be fitted to the drum ensuring all application requirements are met.

The 180° swivel fines conveyor, with a discharge height of 5.9m (19'4") results in the creation of impressive stockpiles. This swivel feature can be

controlled via a remote while the machine is in operation, minimising downtime. The powerful four wheel drive system with high performance friction grip wheels is used to turn the trommel drum giving operators the ability to run bi-directionally.

Powered by a Caterpillar C4.4 engine (Tier 4 Final or Constant Speed) the powerful hydraulics and intelligent feed control system ensure the Phoenix 1600 is always working at its optimum. The low engine RPM coupled with the fuel save (stand-by) mode guarantees peak efficiency. A fifth wheel connection, tandem axel bogie and a quick set up time make the machine easily transportable from site to site.



TECHNICAL DATA

TRANSPORT DIMENSIONS	POWERPACK & CONTROL	BOGIE
Width: 2.7m (8' 10")	Engine: CAT C4.4 82kW (110HP) Tier 4 Final (USA & EU) CAT C4.4 97kW (130HP) Constant Speed (EU)	2 axles
Height: 4.0m (13' 1")	Fuel capacity: 327L (86 US gal)	Twin 235/75 R17.5 tyres
Length: 16.9m (55' 5")	Hydraulic capacity: 425L (112 US gal)	Suspension type leaf spring
Weight: 18,000kg (39,700lbs)	Excellent service access	Fifth wheel connection
	Powerful hydraulics	Airbrakes
WORKING DIMENSIONS	COLLECTION CONVEYOR	OPTIONS
Width: 15m - 16.8m (49' 3" - 55' 1") (depending on conveyor angle)	1200mm (47") 3 ply plain belt, 4 + 2 covers	Tipping grid - 4" and 6"
Length: 25.9m - 27.2m (84' 12" - 89' 3") (depending on conveyor angle)	Length: 11900mm (39' 1")	Tipping grid discharge chute
Feed Height: 3.5m (11' 6")	FINES DISCHARGE CONVEYOR	Heavy duty woven mesh
	Width: 800mm (32") 3 ply plain belt, 5 + 1.5 covers	Punch plate
	Length: 8700mm (28' 7")	Different colour paint
	Remote control 180° swivel	Telemetry
	Variable operating angle 15° - 30°	Flexaire reversible cooling fan
	Discharge height 5.9m (19' 4") @ 30°	
HOPPER AND BELT FEEDER	OVERSIZE CONVEYOR	
4.3m ³ (152ft ³) capacity	Width: 800mm (32") 3 ply chevron belt, 3 + 1.5 covers	
3.7m (12' 2") feeder length	Length: 5700mm (18' 8")	
900mm (35") 3 ply plain belt, 4 + 2 covers	Variable speed control	
Variable speed c/w intelligent feed control	Variable operating angle 15° - 30°	
Hopper extensions	Discharge height 3.5m (11' 6") @ 30°	
DRUM		
4.9m (16') Length		
1.54m (5') Diameter		
19m ² (205ft ²) screening area		
Friction four wheel drum drive system		
Variable speed control		
Mesh or Punch plate panels		
Inclined drum (4°-8°)		

Specification subject to change without notice





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