

VILLAGE OF GILBERTS

RESOLUTION 31-2022

A RESOLUTION AUTHORIZING APPROVAL OF THE PURCHASE OF A CRANE TRUCK FROM RUNNION EQUIPMENT COMPANY IN AN AMOUNT NOT TO EXCEED \$135,000

WHEREAS, the Village of Gilberts (“Village”) has a Public Works Department, which maintains Village streets and other Village infrastructure, including lift stations and water treatment facilities; and

WHEREAS, the Village’s current crane truck is beyond its replacement cycle; and

WHEREAS, adequate funds were included in the FY2023 Budget for the purchase of new crane truck; and

WHEREAS, Public Works solicited multiple quotes the sole quote being Runnion Equipment Company.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute an agreement and other necessary documents with Runnion Equipment Company for the purchase of a crane truck in an amount not-to-exceed \$135,000.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the agreements with Runnion Equipment Company, such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

Section 4. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 17 day of May 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	<input checked="" type="checkbox"/>	_____	_____	_____
Trustee David LeClercq Sr.	<input checked="" type="checkbox"/>	_____	_____	_____
Trustee Brandon Coats	<input checked="" type="checkbox"/>	_____	_____	_____
Trustee Jeanne Allen	<input checked="" type="checkbox"/>	_____	_____	_____
Trustee Lou Hacker	<input checked="" type="checkbox"/>	_____	_____	_____
Trustee Justin Redfield	<input checked="" type="checkbox"/>	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____


APPROVED THIS 17 DAY OF May, 2022





Guy Zambetti, Village President

ATTEST:



Courtney Baker, Village Clerk



RUNNION EQUIPMENT COMPANY

6201 East Ave Hodgkins, IL 60525 (708) 447-3169
1-800-824-6704 FAX (708) 447-3730 www.runnionequipment.com

Gilberts Public Works
73 Industrial Dr
Gilberts, IL 60136
Ph: 847-428-4167
Attn: Aaron Grosskopf

May 12, 2022

Quote # JN593

UNIT# 4851N

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We are pleased to offer the following quotation for your consideration:

One (1) **Knapheide KMS16 Mechanic Body** equipped as follows:

- A-40 galvaneal body and doors
- 12-gauge treadplate floor, cargo walls, and compartment tops with return flange on each side
- Master-Lock system
- Six (6) recessed cargo tie-downs installed in cargo floor
- Two (2) rear mounted grab handles
- 12" high two-sided bolt-on slammable tailgate
- Heavy duty work surface crane bumper with integral outrigger tube, thru compartment, and vise plate.
- LED compartment lights
- Side compartments: 44" high side packs with automotive quality 3-pt T-handles
 - CS1V – 2 adjustable divider shelves with 4 dividers
 - CS2V – 2 adjustable divider shelves with 4 dividers
 - CSH – 1 adjustable shelf
 - CS3V – Fixed shelf
 - SS1V – 7 drawer unit with (5) 3", (1) 5", and (1) 7" high drawers
 - SS2V – 2 adjustable divider shelves with 4 dividers
 - SSH – 3 drawer unit with 3" high drawers
 - SS3V - 2 adjustable divider shelves with 4 dividers
- Boss 40 CFM reciprocating hydraulic air compressor with Reelcraft 50' x 1/2" hose reel and roller fairlead through the right rear compartment.
- FLR system and underbody air tank
- Four (4) auxiliary LED work lights
- Strobe system (2) LED amber strobe lights installed on front grill
- Backup alarm

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REC SALES SIGNATURE

DATE

PURCHASER SIGNATURE

DATE



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- Knapliner – spray on bed liner applied to cargo floor, sides, compartment tops, bulkhead, tailgate, rear bumper, & front-end panels
- Undercoated
- Prime painted with zinc phosphate precoat and seal

One (1) **Stellar 4421 telescopic crane** equipped as follows:

- 4,000 lb capacity
- 21' hydraulic reach
- Planetary winch 25'/min speed with 5/16" cable
- Double-acting cylinders with integral holding valves
- Snatch block
- Anti-two block device & hydraulic shutdown
- Wireless remote control with back up pendant control

MOUNTED ON:

One (1) **2022 Ford F550 4x4** equipped as follows:

- 19,500 GVWR
- 350HP - 7.3L 2V DEVCT NA PFI V8 gas engine
- Engine block heater
- TorqShift 10-speed automatic transmission
- Front axle – 7,500 GAWR, Extra heavy-duty front-end suspension
- Rear axle – 14,706 GAWR
- 225/70Rx19.5G BSW Traction
- 4-wheel anti-lock brake system
- Cruise control
- Power windows
- Power locks

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- Tilt and telescoping steering wheel
- AM/FM stereo radio
- Rear camera

Price: \$132,900.00

All prices F.O.B. Hodgkins, IL and subject to all applicable tax.
Quote valid for 30 days. Due to market volatility any future manufacturer surcharges
will be added to price above. Unit subject to prior sale – 10% deposit at time of order.
Balance due upon notification that unit is ready for delivery

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SALES ORDER – TERMS AND CONDITIONS OF SALE

This document contains the terms of sale. The entire contract between Seller and Buyer is contained in this Sales Order; no alleged oral promises or conditions not set forth herein shall be binding upon Seller or Buyer, and any prior negotiations between the parties are merged into the terms of this document.

Prices quoted are subject to change without notice inconformity with the Manufacturer's Price List effective at the time of delivery. Prices do not include taxes. Any tax, impost, levy, duty or other charge hereinafter imposed by any government or other authority on this sale will be added to the purchase price as herein noted or any later revision of the purchase price, and will be paid by Buyer unless Buyer provides Seller with a proper tax exemption certificate.

Upon acceptance of this order by Seller, if Buyer fails to perform the terms and conditions hereof, or refuses to accept delivery of the equipment accessories or other items ordered within ten (10) days after notification that same are ready for delivery, the Seller, at its option may retain as liquidated damages all money, trade-ins or other property delivered to Seller by Buyer as down payment hereunder. Buyer will pay any cost of collection for any amount owed to Sellers, including, without limitation, reasonable attorney's fees, court costs and interest in the amount of 1% per month (12% per annum), from the date the amount is due.

Payment is due Seller from the date when Seller is prepared to make delivery. All equipment and material is delivered FOB Seller's plant and title and liability for loss or damage passes to Buyer upon Seller's delivery of the goods to a carrier or shipment to Buyer and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Risk of loss for goods shall pass to the Buyer once payment is received by Seller.

Buyer may terminate this contract in whole upon thirty (30) days advance written notice to Seller. In such event, Buyer shall be liable for termination charges. If goods ordered are a standard, manufactured catalog item, Buyer will pay a cancellation charge for each unit cancelled equal the greater of 20% of the purchase order item price or forfeiture of down payment/trade in. If goods are non-standard items built to the Buyer's custom order, Buyer will pay for all cost, direct and indirect incurred and committed for this contract, together with a reasonable allowance for prorated expenses and anticipated profits.

Buyer agrees to comply fully and with all laws and regulation concerning the purchase and sale of goods. In particular, Buyer agrees to comply with all applicable export administration regulations of the United States, including, but not limited to, the Export Administration Act, insofar as they apply to the sale of products.

Buyer shall indemnify and hold harmless Seller, its employees, officers and directors and the respective successors and assigns, from and against any and all liability, damages, claims, causes of actions, losses, costs and expenses (including attorney's fees) of any kind arising out of injuries to any person (including death) or damage to any property caused by or related to the goods or any negligent act or omission of Buyer, its employees and agents.

The validity, performance and construction of this Sales Order, shall be governed by the laws of the State of Illinois, of the United States of America.

Seller shall not be liable, and shall be free from any potential liability for delay in delivery or non-delivery or any failure in shipment caused in whole, or in part, by the occurrence of any contingency beyond control of either Seller or Seller's suppliers including, but not limited to act of war (whether an actual declaration thereof is made or not) act of any government or any agency or subdivision thereof, judicial action, sabotage, insurrection, terrorism, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, strikes, lockouts, shortage of labor or labor troubles of any kind, accidents, explosion, perils of the sea, fire, earthquake, flood, storm or any other act of God, restrictions or requisitions, shortage of labor, fuel, raw material or machinery or technical failure where Seller has exercised ordinary care in the prevention thereof, failure of manufacturers to deliver, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of any carrier or any other contingency of whatsoever nature beyond Seller's control affecting production, transportation to boarding point, loading, forwarding or unloading in such a situation at destination of the goods covered by this contract including disturbances existing at the time this contract was made. In such a situation, if shipments or delivery is not made during the period contracted for, Buyer shall accept delivery under this contract when shipment is made; provided, however, Buyer shall not be obligated to accept delivery if shipment is not made within a reasonable time after the cessation of the aforementioned impediments or causes. Seller may allocate delivery among Seller's customers.

This order shall not be binding upon Seller until accepted by Seller in writing hereon and when so accepted, the original order with original signatures as given Seller and in Seller's possession shall be conclusive and binding upon the parties hereto.

The Buyer hereby acknowledges receipt of a copy of this Sales Order and Terms and Conditions.

REC SALES SIGNATURE

DATE

PURCHASER SIGNATURE

DATE