

RESOLUTION NO. 19-2020

A RESOLUTION BY THE COUNCIL OF THE CITY OF NEW PHILADELPHIA, TUSCARAWAS COUNTY, OHIO, AUTHORIZING THE SAFETY DIRECTOR TO ENTER INTO AN AGREEMENT WITH EXCELLANCE, INC. FOR THE PURPOSES OF REMOUNTING THE AMBULANCE BOX THAT IS CURRENTLY ON THE 2012 INTERNATIONAL 4300 ONTO THE NEW 2020 FORD 550 CHASSIS THAT WAS PURCHASED IN 2019 AT A COST NOT TO EXCEED \$115,155.47, THE SPECIFICS OF WHICH ARE ATTACHED HERETO AS AN EXHIBIT AND INCORPORATED HEREIN BY REFERENCE AS IF FULLY REWRITTEN AND DECLARING AN EMERGENCY.

WHEREAS; the Council of the City of New Philadelphia, Ohio at the request of the Safety Director and Fire Chief, desires to authorize the Safety Director to enter into an agreement with Excellance, Inc. for the purposes of remounting the ambulance box that is currently on the 2012 International 4300 onto the new 2020 Ford 550 chassis that was purchased in 2019.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF NEW PHILADELPHIA, OHIO, AS FOLLOWS:

SECTION 1. The Safety Director is hereby authorized to enter into an agreement with Excellance, Inc. for the purposes of remounting the ambulance box that is currently on the 2012 International 4300 onto the new 2020 Ford 550 chassis that was purchased in 2019 at a cost not to exceed \$115,155.47, the specifics of which are attached hereto as an exhibit and incorporated herein by reference as if fully rewritten.

SECTION 2. This Resolution is hereby declared to be an emergency measure and its immediate passage is necessary in order to preserve, protect and maintain the health, safety and welfare of the citizens of the City of New Philadelphia, Ohio.

SECTION 3. This Resolution shall take effect and be in force immediately upon its passage and approval.

PASSED: July 27, 2020

Donald C. Kemp  
DONALD C. KEMP  
PRESIDENT OF COUNCIL

ATTEST:

Julie Courtright  
JULIE COURTRIGHT  
CLERK OF COUNCIL

APPROVED:

Joel B. Day  
MAYOR JOEL B. DAY

SPONSORED BY: FINANCE COMMITTEE



*City of New Philadelphia*  
**FIRE DEPARTMENT**

134 Front Ave. SE New Philadelphia, Ohio 44663 | (330) 343-4432

07/10/2020

Greg Popham,  
Safety Director

Re: Remount of Ambulance

Greg,

Attached is a copy of the quote from Excellence to remount the Ambulance box that is currently on the 2012 International 4300 onto the new 2020 Ford 550 chassis that we purchased last year. Once the International is delivered to Madison Alabama it will take an estimated 90 days until it will be completed and ready for service.

Could you please have the Council President assign it to the appropriate committee for consideration?

Thank You,

Jim Parrish,

Fire Chief





REMOUNT PRICING  
Version 19.0

**EXCELLANCE, Inc**  
453 Lamier Road, Madison, Alabama 35758  
1-800-882-9799

**REMOUNT VERSION 19.0**

5/4/2020 13:01

UNIT NUMBER: TBD  
QUOTED BY: SC/LJP  
ORIGINAL EXCELLANCE UNIT NUMBER: 2302  
ORIGINAL DATE OF QUOTE: 7/15/2019

**CUSTOMER INFORMATION**

NAME: New Philadelphia Fire Department

ADDRESS: 134 Front Ave. SE

New Philadelphia, OH 44663

PHONE: 330-343-4432

FAX: 330-343-4393

CONTACT: Chief Jim Parrish

E-MAIL: jparrish@newphiltech.com

This person is authorized to make changes to the vehicle and/or contract that may affect the final design, configuration and cost of the unit.

**SALES SUMMARY**

CHASSIS: \$48,733.85  
PRICE FOR OPTIONS: \$45,463.21  
CUSTOMER NOTES AND SPECIAL REQUESTS: \$52,100.14  
MANUFACTURING CREDIT: \$9,042.11  
"LOOSE" EQUIPMENT: \$0.00  
FACTORY PAID TRANSPORTATION: \$0.00  
CONTINGENCY ALLOWANCE: \$0.00  
DEALER PROVIDED / INSTALLED ITEMS: (\$2,183.85)  
LESS PRE-PAYMENT DISCOUNT: \$0.00  
OEM CONCESSION: \$0.00  
COST OF UNIT: **\$115,155.47**

How "Cost of Unit" will be paid:  
DEPOSIT WITH ORDER: \$0.00  
CHASSIS TRADE-IN CREDIT: \$0.00  
BALANCE DUE UPON DELIVERY: **\$115,155.47**

FILE NAME: New Philadelphia RMV 19.0

NAME OF REP: Advantech Service and Parts

ADDRESS: 5609 Gundy Drive  
Midvale, OH 44653

PHONE: 740-922-2727

FAX: 740-922-9337

PROJECT MGR: Jeff Plain

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THIS QUOTE IS VALID ONLY IF ACCEPTED BY BOTH PURCHASER AND EXCELLANCE WITHIN 60 DAYS OF 5/4/2020

ANY ITEM NOT "SELECTED" ON THIS ORDER WILL NOT BE INCLUDED IN THE PRICE FOR THE VEHICLE  
AFTER THIS ORDER HAS BEEN ACCEPTED BY EXCELLANCE. ALL CHANGES MUST BE APPROVED  
BY EXCELLANCE AND EACH CHANGE WILL BE ASSESSED A \$250.00 ENGINEERING CHARGE.

COMPLETION OF VEHICLE IS ANTICIPATED TO BE 120 DAYS FROM THE LATTER OF: (A) RECEIPT OF CHASSIS, OR  
(B) RECEIPT OF ALL PARTS SUPPLIED BY PURCHASER (e.g., CUSTOMER AND/OR DEALER), OR  
(C) RECEIPT OF WRITTEN PURCHASE ORDER WITH A COMPLETE COPY OF THIS ORDER (WITH ALL QUESTIONS  
ANSWERED AND EXECUTED BY PURCHASER).

ALL ENGINEERING DRAWINGS IF APPLICABLE MUST BE INITIALED BY THE CUSTOMER BEFORE WORK IS BEGUN OR BEFORE  
PARTS WILL BE ORDERED BY EXCELLANCE.

**STATUS OF THIS ORDER**

PLEASE FILL IN THE DATE AND TIME THE QUOTE WAS GENERATED: **7/15/2019**

( 1 ) A. This is an Initial quote. An initial quote means this order form is simply  
being used as a worksheet to generate a price quote.

ADDITIONAL TERMS AND CONDITIONS AT END OF THIS DOCUMENT ARE INCORPORATED HERE IN BY REFERENCE.  
APPROVED AND ACCEPTED BY:

PURCHASER: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ P. O. #: \_\_\_\_\_

DATE: \_\_\_\_\_

SALESMAN: \_\_\_\_\_ DATE: \_\_\_\_\_

EXCELLANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

**REMOUNT UNIT DESCRIPTION**

TYPE OF UNIT: GHD

ORIGINAL BODY MANUFACTURER: Excellance

MODEL/MAKE/YEAR: hnd / 4300 / 2012

CHASSIS VEHICLE IDENTIFICATION NUMBER: 3HANNAAM3C1611685

CAB TO AXLE MEASUREMENT: 102"

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**REMOUNT PRICING**  
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WHEELBASE MEASUREMENT: 169"

CURRENT CHASSIS ODOMETER READING (Required if Excellence takes ownership of the take-off chassis): \_\_\_\_\_

DESCRIPTION OF ANY CHASSIS DAMAGE (Required if Excellence takes ownership of the take-off chassis):  
Customer will be driving chassis back to Ohio. \_\_\_\_\_

108 ( 1 )	Install temporary tail lights across the rear of the bare chassis with mud flaps (Required if truck is being driven)	181.72	181.72
109 ( 1 )	Reconnect chassis horn back to original OEM connections and verify operation. Remove the after-market heater hoses all the way from the truck and cap off where they were tied into at the engine.	54.85	54.85
111 ( 1 )	Remove old A/C high and low pressure lines from the old chassis and reconnect compressor back to original factory connections. Evacuate the A/C system, pull a vacuum and recharge the system with Freon. Note: There is no guarantee that the system will operate properly after this work has been performed	109.69	109.69
112 ( 1 )	Remove all body builder wiring from the chassis and reconnect the chassis wiring back together as it was originally from the OEM chassis manufacturer.	475.90	475.90
115 ( 1 )	Check all fluid levels and adjust as needed (radiator, oil, brake fluid, power steering).	540.68	540.68
116 ( 1 )	Close off the back of the cab to avoid any exposure to the exterior elements and for the vehicle to be driven. Perform a 15-mile road test to identify any potential issues that may exist - report to the customer of any necessary repairs as a result of this test.	97.51	97.51
117 ( 1 )	Excellence Supplied Chassis	122.99	122.99
120		77.56	77.56
123 ( 1 )			
124			

**CHASSIS**

ENTER PRICE OF NEW CHASSIS: \$ 48,733.85 48,733.85

ENTER MODEL YEAR FOR NEW CHASSIS: 2020

ENTER MAKE OF NEW CHASSIS: F550 4x4  
Ford

ENTER CAB TO AXLE MEASUREMENT OF NEW CHASSIS: 108"

ENTER WHEELBASE MEASUREMENT OF NEW CHASSIS: 193"

**THE REMOUNT WILL HAVE THE FOLLOWING WORK INCLUDED IN THE STANDARD BASE CONVERSION**

**CHASSIS INSPECTION**

Inspected for damage and defects upon delivery  
Test Drive

The chassis shall be inspected against (A) Excellence's Chassis order; and (B) the specifications supplied by the customer/ dealer.

All loose equipment received with the chassis shall be inventoried and stored.

All chassis functions shall be tested for proper operation (accelerator, brakes, headlights, wipers, horn, radio, air conditioner, gauges, dome lights, turn signals, parking lights, etc.).

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**CHASSIS WORK TO BE PERFORMED**

- 143  
144 Heat Shields shall be installed above the exhaust system.  
145 Chassis shall have undercoating applied.  
146 Exhaust modifications shall be performed as necessary.  
147 Air valve extensions shall be installed on the rear inner tires.  
148 New mounting hardware shall be installed including: Grade 8 bolts, washers, nylon lock-nuts, spacers, outriggers (Type I units only)  
149 New mounting bracket for the rear bumper shall be installed to the chassis frame.  
150 Chassis high idle system shall be connected and operational.  
151 Chassis electrical charging/ battery system shall be connected to the module electrical system.  
152 New Chassis emergency light wiring shall be installed (Grille, Intersection lights, etc.)  
153 All power cables connecting the chassis electrical system to the modular electrical system shall be replaced.  
154 The chassis fuel fill shall be installed in accordance with current QVM standards.  
155 Modular Air conditioning system shall have a vacuum performed and shall be recharged with 134A Freon with ultra-violet leak identification air conditioning oil dye installed into the system  
156 The module to chassis heater valves shall be replaced.  
157 Chassis to module attachment shall be finished off via Excellence fabricated close out panels and a rubber seat on a Type III units. A cab to module rubber accordion style boot shall be installed on EHD and Type I units.  
158  
159 New Front moddle mounted stone guards.  
160 New back-up alarm  
161 Reattach all existing Radio wiring disconnected from the chassis by Excellence during the remount process.  
162 THIS IS LIMITED TO TWO (2) RADIO SYSTEMS - ADDITIONAL PRICING WILL BE ADDED FOR VEHICLES WITH  
163 MORE THAN TWO RADIO SYSTEMS.  
164 "No Smoking" Fasten Your Seatbelt" sticker shall be installed in the chassis cab.

**ADDITIONAL ITEMS TO BE PROVIDED**

- 165 A professional Front End Alignment shall be performed on the chassis upon completion of the remount process  
166 The Fuel tank shall be full of fuel upon completion of the remount process.  
167 All chassis engine fluid levels shall be inspected and adjusted as necessary.  
168 Chassis the pressure shall be inspected and adjusted as needed.  
169 All hinges, latches, locks, door hold open devices etc. shall be lubricated.  
170 Headlights shall be adjusted to the proper level.  
171 The interior and exterior of the ambulance body and chassis cab shall be professionally washed and detailed.  
172  
173

**DOCUMENTS AND CERTIFICATIONS TO BE PROVIDED**

- 174 Excellence shall provide electrical diagrams for all circuits added during the remount process.  
175 Vehicle shall have a weight certificate documented and installed on the unit.  
176 Air Conditioning shall have a certificate documenting Freon capacity.  
177 Oxygen leak test and verification sticker shall be installed on the unit.  
178 Upon full payment a "Bill of Sale", "Odometer Statement" and receipt shall be provided.  
179  
180  
181

182 UNLESS OTHERWISE SPECIFIED IN THIS ORDER, ITEMS THAT ARE REMOVED DURING THE REMOUNT PROCESS SHALL BE REINSTALLED  
183 IN THE SAME MANNER WITH WHICH THEY WERE ORIGINALLY INSTALLED ONTO THE NEW CHASSIS AND MODULE BODY. VEHICLES WITH EXCESSIVE EQUIPMENT MAY INCUR ADDED CHARGES FOR EQUIPMENT TO BE TRANSFERRED.



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184 ALSO INCLUDED IN THE BASE PRICE FOR "REMOUNTING" AN AMBULANCE  
185 EXCELLANCE WILL PERFORM THE FOLLOWING TASKS UPON THE UNIT ARRIVING AT THE FACTORY:  
186  
187 Physical Inspection of the Exterior body to include:

- 188 Structural Damage
- 189 Condition of paint
- 190 Condition of striping and lettering
- 191 light housings
- 192 Door hardware (handles, hinges & door frames)
- 193 Window Frames
- 194 Walk- Through or Pass-Through rubber boots (if applicable)
- 195 Bumper step (hinges, screws, rivets, rubber dock bumpers)
- 196 Compartment doors (handles, hinges, skins, drains, venting, etc.)

197 Physical Inspection of the Interior Patient Compartment to include:

- 198 Floor Covering
- 199 Formica
- 200 IV hangers
- 201 Cot Hardware
- 202 O2 outlets
- 203 Trim (upholstery, aluminum and Trim Lock")
- 204 Cabinetry (hinges, slides, unistrut, shelves, Plexiglas)
- 205 Upholstery (seats, head-knockers, arm-rests, etc.)
- 206 Countertops
- 207 Attendant Seat and seat base
- 208 Drawers (slides, latches, etc.)
- 209 Lighting (lenses, switches, outlets, etc.)
- 210 Electrical Cabinet (blown fuses, loose wiring, wire chafing, missing components, etc.)
- 211

212 ALL LOOSE EQUIPMENT ARRIVING WITH THE VEHICLE SHALL BE INVENTORIED, DOCUMENTED AND STORED UPON THE UNIT ARRIVAL TO THE  
213 FACTORY.  
214 EXCELLANCE SHALL NOT BE RESPONSIBLE FOR UNDOCUMENTED LOOSE EQUIPMENT LEFT IN THE VEHICLE  
215 PHOTOGRAPHS TO DOCUMENT THE CONDITION OF THE UNIT SHALL BE TAKEN UPON THE UNIT ARRIVAL TO THE FACTORY

216 ANY ADDITIONAL COSTS DUE TO WORK DEEMED NECESSARY BY EXCELLANCE TO THE MODULAR BODY OR CUSTOMERY DEALER SUPPLIED  
217 CHASSIS SHALL BE ASSESSED AS EARLY AS POSSIBLE DURING THE REMOUNT PROCESS. THE CUSTOMERY DEALER SHALL BE NOTIFIED OF  
218 THE NECESSARY WORK AND ASSOCIATED COSTS FOR THEIR WRITTEN APPROVAL

**MANUFACTURING CREDIT:**

220 The above excludes: "Trade-in" value for any used unit, Loose Equipment, Transportation, and Performance Bonds

**BASE REMOUNT**

233 IF CHANGING TO A DIFFERENT BRAND AND MODEL CHASSIS NOTE USE THE FOLLOWING CONVERSIONS:  
234 ONLY IF THE NEW CHASSIS WILL MATE UP TO THE AMBULANCE BODY WITHOUT MAJOR MODIFICATION.  
235 PROPER CONVERSION SELECTION AND PRICING SHALL BE AT THE DISCRETION OF EXCELLANCE, INC.

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240	( 1 )	Excellence EHD EXAMPLE: INTERCHANGING INTERNATIONAL FREIGHTLINER OR CHEVY C-4500 FULL CAB.		45,463.21	45,463.21
255					
256		<b>OEM LITERATURE</b>	<b>OEM CHASSIS OPTIONS</b>		
257		<b>CUSTOMER NOTES AND SPECIAL REQUESTS</b>			
264		Note: Leave lighter on existing cab. Customer will be diving chassis home.			0.00
265					
266					
272					
273					
280		<b>EXCELLANCE LITERATURE</b>	<b>EXCELLANCE CAB &amp; CHASSIS OPTIONS</b>		
281	( 1 )	Whing diagram of all conversion circuits and Excellence changes & additions			
284					
285		<b>CAB SIDE RUNNING BOARDS AND LIGHTS</b>			
288	( 1 )	New Diamond plate running boards w/Excellance open grip inserts (Ford Type 1, Dodge Type 1, Chevy or Ford Type III)		684.81	684.81
290					
295		<b>MUD FLAPS</b>			
314	( 1 )	Mud Flaps. 2 Rear		136.29	136.29
316					
318					
335		<b>SUSPENSION / DRIVE TRAIN</b>			
336		NOTE: WEIGHT ADVISORY: Air Ride & Liquid Spring Suspension systems will affect GVW and payload availability.			
347	( 1 )	Rear Liquid Spring Suspension for F550/F650		11,472.79	11,472.79
352		<b>REAR SUSPENSION CONTROLS</b> Note: All Rear suspension systems will be equipped with a suspension down indicator light located on the cab console.			
361	1	<b>CHASSIS WHEEL COVER OPTIONS</b>			
370					
390	( 1 )	DELETION CREDIT-- Do not paint the outer rims of the chassis with white Krylon paint.		-45.43	-45.43
404					
405		<b>Air Horn Options (IF NOT PROVIDED ON NEW CHASSIS)</b>			
453		<b>CUSTOMER NOTES AND SPECIAL REQUESTS</b>			
454		Ref #347: Liquid Spring will be ordered for an F550 4x4.			0.00
455					
461					
515		<b>Module Exterior Paint</b>	<b>MODULE / CAB PAINT</b>		
521	( 1 )	Paint module only any other color than white			
524					
526					
536					
541		The paint finish will be hand glazed with a non-wax based product.			
543		<b>CUSTOMER NOTES AND SPECIAL REQUESTS</b>			
544		The top of the cab (A & B pillars, roof and back panel) from the bottom of the windows up will be painted black.			2,260.30
545					

Specify the paint Color Code: Ford Race Red #1401799

14,603.40 14,603.40





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903		<b>R-1 Compartment</b>				
904		No additional work to be done to this compartment				
968		<b>R-2 Compartment</b>				
969		No additional work to be done to this compartment				
1033		<b>R-4 Compartment</b>				
1034		No additional work to be done to this compartment				
1366		<b>Floor Covering Options</b>				
1603		<b>PATIENT COMPARTMENT</b>				
1609	( 1 )	Install Lamseal LamPlate flooring up the street side wall and up the face of squad bench.				
1610		Specify the color of the floor covering: _____				
1611						
1750		<b>Electrical System</b>				
1774		<b>Cab Console Options</b>				
1775		<b>Console Type</b>				
1776	( 1 )	Replace floor console - Type 1 - includes spotlight, switches, meter (volt and amp), map light, indicator lights. DOES				
1778	( 1 )	NOT INCLUDE NEW SIREN OR MAP BOOK STORAGE.				
1779	( 1 )	Map / Binder case mounted on floor in cab.				
1780		Enter the number of spaces up to 3 for map storage: _____				
1781		Enter the amount in inches up to 2" between each storage space: _____				
1782	( 1 )	Install 2 cup holders in the front cab console NOTE: This option is available on new consoles				
1784						
1919		<b>Interior Module Lighting</b>				
1975	( 8 )	Replace existing 8" round halogen dome lights with Whelen 8" LED (Part #80C0EHCR) dome lights to be connected to				
1876		the existing circuits.				
2030		<b>115 VAC ELECTRICAL EQUIPMENT</b>				
2085	( 3 )	Install additional 120 VAC Outlets - Enter the number of additional the 120VAC outlets desired.				
2086		Specify the location of the 1st 120VAC outlet: _____				
2087		Specify the location of the 2nd 120VAC outlet: _____				
2088		Specify the location of the 3rd 120VAC outlet: _____				
2099		<b>CUSTOMER NOTES AND SPECIAL REQUESTS</b>				
2091		Change Shoreline Kussmaul Auto Eject cover to Black (Part #091-3BLK).				
2092						
2098						
2099						
2186		<b>EXTERIOR LIGHTS:</b>				
2187		<b>Excellence will determine what light holes may need welding modifications to accommodate</b>				
2188		<b>any new light fixtures specified in this order. The cost for welding up any such light holes is</b>				
2191	( 1 )	<b>included in the base conversion price.</b>				
2192		<b>LED Emergency Lights</b>				
2193	( 2 )	700 Red LED emergency light w/Flange (includes the lens)				
2195	( 1 )	700 series Amber LED emergency light w/Flange (includes the lens)				

Milca #421

2" twid/iglove boxes all

Upper ALS Cabinet  
Middle ALS Cabinet  
Lower ALS Cabinet

Exiting and 2 new front  
Front (See Line 2218)

Whelan Well  
Rear Center

1861.65	1,861.65	
1604.47	1,604.47	
786.80	786.80	
61.39	61.39	
114.92	919.38	
296.57	889.71	
72.03	72.03	
204.48	2,453.78	
235.36	235.36	
143.05	286.10	
146.41	146.41	

**RECOUNT PRICING**  
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2197	( 4 )	500 Red LED emergency light w/Flange (includes the lens)	152.11	608.43
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2207				
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2228	( 6 )	900 series LED scene light w/Flange (8-32 degree clear lens included)	323.73	1,942.38
2310				
2311				
2312	( 1 )	2 - aum. grille housings (lights without speakers)	125.23	125.23
2313				
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2317	( 1 )	2 - aum Intersection light housings	98.63	98.63
2318				
2319				
2320				
2355				
2358	( 1 )	UFM-8 halogen or LED lights up to 50 watt per outlet - 8 halogen/LED outlets	280.94	280.94
2359				
2367				
2368	( 1 )	Whelen WS295HFA-1 hands free electronic siren with cab console mounted controls w/ PA microphone	400.41	400.41
2377				
2378				
2380	( 1 )	Two CPI through the bumper speakers (for F350 or F450)	970.76	970.76
2384				
2460				
2463				
2464				
2465	( 1 )	Heavy duty combination heater / air conditioner system with digital thermostat with digital temperature display <sup>FOR</sup>	3,465.89	3,465.89
2466	( 1 )	USE WITH FORD or DODGE OEM CHASSIS COMPRESSOR	2,361.80	2,361.80
2468	( 1 )	Add a second 12VDC engine mounted compressor for dual independent 12VDC compressors for cooling the cab and module individually	1,654.66	1,654.66
2470		Add an external A/C condenser mounted on the front of the module. Painted to match the body		
2577				
2578				
2588				
2613				
2614				

ENTER PRICE 2,000.00 2,000.00

CONTINGENCY ALLOWANCE ( PORTION NOT USED WILL BE DEDUCTED FROM THE FINAL INVOICE )  
Contingency Allowance



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ENTER PRICE	5,000.00
	5,000.00
	0.00
	-48,733.85
	-48,733.85

**DEALER SUPPLIED AND/OR INSTALLED PARTS**  
Dealer supplied preconstruction and final inspection for three (3) dept. persons  
Delivery from Madison, AL to Midvale, OH  
Chassis, Frigay

**ADDITIONAL TERMS AND CONDITIONS FOR THIS CONTRACT**

**PAYMENT TERMS ARE COD/FOB EXCELLENCE, INC. MADISON, AL.**

The effective date of this contract is the day this order is accepted by Excellence as evidenced by the date this contract is executed by an officer of Excellence

Construction will begin only after all questions have been resolved. Once the unit is in production changes will result in an engineering fee of \$250 in addition to the price or the change

Failure to select an option on this order form will result in: (i) no charge to the customer (ii) no obligation by Excellence for that item, and (iii) the possibility of a \$250 charge for changes or additions that occur after production begins on a vehicle. To select any option you must either: (a) enter "1" in the "1" field, OR (b) enter a specific number in the "1" field when instructed to do so.

Review this order carefully. Changes, alterations or additional work ordered shall be charged for at current rates with additional time being allowed Excellence for delivery.

Price is exclusive of taxes, licenses, etc. which shall be the responsibility of purchaser. All delivery dates are approximate unless otherwise indicated and are subject to and dependent upon the Purchaser furnishing all required information to Excellence in a timely manner.

Fulfillment of this order by Excellence shall be contingent upon strikes, lock-outs, fires, accidents, Government regulations, inability to secure materials or other causes beyond Excellence's control. Excellence may substitute comparable parts if the specified part is not available if colors are not specified. Excellence retains the right to assign colors based upon availability.

In the event Purchaser cancels this order prior to Excellence beginning production on the unit(s) covered hereunder, then Excellence shall be entitled to receive from Purchaser the greater of (a) 15% of the contract price, or (b) a deposit paid by Purchaser hereunder. In the event Purchaser cancels this order after Excellence begins production on the unit(s) covered hereunder, then Excellence shall be entitled to receive from Purchaser the full contract price less the amount of money saved by Excellence by reason of the cancellation (e.g., actual costs incurred) plus 15% of the contract price.

Any warranties on the products sold hereunder are those made by the manufacturer of said products. Excellence, as the seller of such products, expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of such products.

In the event there is a "trade-in" unit that Excellence agreed to take "in trade" as partial consideration of

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the purchase price hereunder. Excellence shall be under no obligation to tender the MSO/title for the new unit to the purchaser until Excellence (a) receives the MSO/title for the unit to be "traded in," and (b) has possession of the unit "traded in".

This contract contains the entire understanding between the parties, supersedes any previous agreement or understanding, and any changes to this contract must be in writing and signed by Purchaser and Excellence.

**Arbitration provision:** The laws of the state of Alabama, as applicable to contracts to be performed entirely within that state, shall govern this agreement. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association and any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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# EMERGENCY LIGHTS LAYOUT

