

Ordinance 2008-08

An Ordinance accepting the bid of Mid-Bus, Inc an authorized dealer for Wheeled Coach Ind. for the purchase of a 2008 rescue squad to be used by Hiram Fire Department, authorizing the mayor and fiscal officer to enter into a contract with Wheeled Coach, and declaring an emergency.

Whereas, sealed bids were opened by the Village of Hiram on April 1st, 2008 for the purchase of a new rescue squad in accordance with specifications on file with the Village; and

Whereas, the following bid was received: Wheeled Coach \$111,296; and

Whereas, the bid from Wheeled Coach, 2737 North Forsyth Road, Winter Park Florida, 32792 was determined by the Village of Hiram to be the lowest responsive and responsible bid received; and

Whereas, in conformance with law said bid has been discussed with and considered by the Council of the Village of Hiram

NOW THEREFORE BE IT ORDAINED by the Council of the Village of Hiram, Portage County, Ohio, two thirds or more of the members thereto concurring:

Section 1: The actions of the Fire Chief of Hiram in bidding for the purchase of a new rescue squad in conformity with Ordinance 2008-1 are hereby ratified.

Section 2: Wheeled Coach's bid for building a new rescue squad is hereby determined to be the lowest responsive and responsible bid received.

Section 3: The Mayor and Fiscal Officer are hereby authorized to enter into a contract for the purchase of a 2008 rescue squad per village specifications with Wheeled Coach, 2737 North Forsyth Road, Winter Park Florida, 32792 in the amount of \$111,296; said agreement to be substantially in conformance with the terms and conditions as hereto attached as Exhibit "A".

Section 4: This rescue squad will be funded with \$25,000 from the sale of the 1996 Freightliner Horton rescue squad and the balance of \$86,296 from the Village of Hiram Capital Improvement fund (4901).

Section 5: That this Ordinance be declared an emergency measure becoming immediately effective upon passage by Council and approval by the Mayor, the particular emergency being that time is of the essence to take delivery of the new squad in order to release the 1996 Freightliner rescue squad to the entity purchasing the 1996 squad.

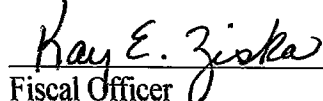
Section 6: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Revised Code of the State of Ohio.

Passed in council as an emergency April 8, 2008.



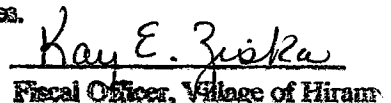
Mayor Lou Bertrand

ATTEST:


Fiscal Officer

I Kay E. Ziska, Fiscal Officer of the Village of Hiram, Ohio, hereby certify that the foregoing Resolution or Ordinance No. 2008-8 has been duly posted in the required 5 places.

4-9-08
Date


Fiscal Officer, Village of Hiram

Mid-Bus, INC.
Authorized Dealer For
Wheeled Coach Ind.

505 E. Jefferson Street Bluffton, OH 45817
 419-358-2500 • 330-351-1020

SOLD & TITLED TO:		April 1, 2008	
Village of Hiram		DATE	
11617 Garfield Road		PURCHASER'S NAME	
Hiram		Ohio	44234
CITY		STATE	ZIP
Kay Ziska		330-569-9826	
CONTACT		BUS. PHONE	

PLEASE ENTER MY ORDER FOR THE FOLLOWING AMBULANCE YEAR **2008** MAKE **Ford**

MODEL OR SERIES **E-450** BODY TYPE **Ambulance** COLOR **White** TRIM **XL** V.I.N. **TBA**


TO BE DELIVERED ON OR ABOUT **A.S.A.P.** SALESMAN **Donald N. Beckett** STOCK NO. **TBA**

CASH PRICE OF UNIT (1) 2008 Ford E-450 XL Wheeled Coach Custom Type III Ambulance	\$118,096.00
F.O.B. FACTORY OR DESINATION: Hiram, Ohio	N/C
Ford FIN Discount QM802	(\$500.00)
Ford Government Price Concession QM802	(\$5,300.00)
Wheeled Coach Discount	(\$1,000.00)

MSO/TITLE TO BE FILLED OUT AS FOLLOWS: SEND MSO/TITLE TO:

Same as Above

PHONE:

USED VEHICLE TRADE-IN AND /OR OTHER CREDITS			CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE:	\$111,296.00
MAKE OF TRADE-IN			STATE AND LOCAL TAXES	Exempt
YEAR	MODEL	BODY	LICENSE, LICENSE TRANSFER, TITLE REGISTRATION FEE	N/C
V.I.N.	BALANCE OWED TO:		1. TOTAL PRICE OF THE UNIT	\$111,296.00
ADDRESS			2. DOWN PAYMENT:	Consisting of \$ <u> -0- </u> In cash And/or \$ _____ Net trade in Allowance on trade-in; see statement in Left hand column for details. 
USED TRADE-IN ALLOWANCE	BALANCE OWED ON TRADE-IN		3. UNPAID CASH BALANCE DUE ON DELIVERY	
NET ALLOWANCE ON USED TRADE-IN	DEPOSIT OR CREDIT BALANCE		(difference between items 1 and 2)	
DOWN PAYMENT (Trans. to Right Col.)			\$111,296.00	

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN WHEELED COACH ARE THEIRS, NOT WHEELED COACH, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS WHEELED COACH FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY WHEELED COACH ON ITS BEHALF, WHEELED COACH HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY WHEELED COACH, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED".

IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FOR OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The front and back of this Order comprise the entire agreement affecting the purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.

PURCHASER'S SIGNATURE *Kay E. Ziska* DATE 4/9/2008 ACCEPTED BY: *Donald N. Beckett* WHEELED COACH AUTHORIZED REPRESENTATIVE

Kay E. Ziska
Fiscal Officer

WHEELED COACH INDUSTRIES LIMITED LIFETIME ELECTRICAL WARRANTY

1. **What Is Covered By This Warranty.** Upon expiration of the attached standard Wheeled Coach Industries One-Year/12,000 Mile Vehicle Warranty, Wheeled Coach Industries, Inc. (WCI) additionally warrants to the owner of the vehicle that is the subject of this sale that the following electrical parts and components of the vehicle are free from defects in material and workmanship:

- (a) Printed circuit board;
- (b) Electrical harness and harness installation;
- (c) Wires (but only to the extent that wires are broken, chafed or pinched);
- (d) Electrical connections;
- (e) Terminal blocks; and
- (f) Junction posts.

This Electrical Warranty commences upon the expiration of the original WCI One-Year/12,000 Mile Vehicle Warranty and continues for the lifetime of the vehicle for the original owner on the original chassis. If the owner discovers within this period a defect in workmanship in any of the electrical system parts or components listed above, it must promptly notify WCI in writing. In no event shall such notification be received by WCI later than one month after the date this Electrical Warranty expires. Within a reasonable time after such notification, WCI will correct any defect in workmanship, with either new or used replacement parts, at WCI's option. Such repair, including both parts and labor, is at WCI's expense. All warranty service is subject to WCI's prior examination and written approval and will be performed by WCI or at service centers designated by WCI. All transportation to and from the designated service center will be at the owner's expense and is not included as a cost of repair covered by this warranty. These remedies are the owner's exclusive remedies for breach of warranty.

2. **What Is Not Covered By This Warranty.** WCI does not warrant (a) any product, components or parts not manufactured by WCI or covered by the warranty of another manufacturer, whether installed by WCI or parties other than WCI, including but not limited to circuit components, sirens, light bars, batteries, battery chargers and similar equipment, (b) damage caused by use of the vehicle for purposes other than those for which it was designed, (c) damage caused by accident or the negligence of the owner or any third party or by disasters such as fire, flood, wind and lightning, (d) routine maintenance and maintenance items including by way of example but not limited to terminal corrosion, fuses, light bulbs and similar items, (e) damage caused by the owner's failure to provide normal maintenance, (f) damage caused by unauthorized or improper installation of attachments, repairs or modifications, (g) damage during shipment, or (h) any other abuse or misuse by the owner.

3. **Disclaimer of Warranty.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. **Limitation of Remedies.** In no case shall WCI be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the vehicle or any associated equipment, cost of capital, cost of any substitute vehicle, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph (3) may not apply.

5. **Warranty Claim Procedure.** The Purchaser must notify WCI in writing of a warranty claim prior to any warranty work. WCI will provide the purchaser with further instructions on how to proceed with such warranty claim. All warranty correspondence must be sent to Wheeled Coach Industries, Inc., P.O. Box 677339, Orlando, Florida 32867-7339. WCI may designate new or additional telephone numbers or addresses.

6. **Time Limit for Bringing Suit.** Any action for breach of this Electrical Warranty must be commenced within three months after the date this Electrical Warranty expires.

7. **No Other Warranties.** Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of the vehicle) relating to the subject matter of this agreement. No employee of WCI or any other party is authorized to make any warranty in addition to those made in this agreement.

8. **Warranty Registration.** This Electrical Warranty is conditioned upon receipt by WCI of a completed and signed customer acceptance card within two weeks of delivery. It is the obligation of the purchaser to sign the customer acceptance card and return it to WCI within the two weeks following delivery. The customer acceptance card must be on file for any warranty claim to be considered.



WHEELED COACH MODULAR BODY 15-YEAR STRUCTURAL WARRANTY

- 1. What Is Covered By This Warranty.** Wheeled Coach Industries, Inc. (WCI) warrants to the original purchaser only, that the coach body that is the subject of this sale is structurally sound and free from all structural defects in material and workmanship and further warrants that the coach body will remain free of structural damage due to rusting or electrolysis. The duration of this warranty is 15 years from date of delivery. If the purchaser discovers within this period a defect in material or workmanship, it must promptly notify WCI in writing. In no event shall such notification be received by WCI later than one month following the expiration of the warranty period. Within a reasonable time after such notification, WCI will correct any defect in material or workmanship, with either new or used replacement parts, at WCI's option. Such repair, including both parts and labor, is at WCI's expense. All warranty work is subject to WCI's prior examination and approval and will be performed by WCI or at service centers designated by WCI. All transportation to and from the designated service center will be at the purchaser's expense and is not included as cost of repair covered by this warranty. These remedies are the purchaser's exclusive remedies for breach of warranty.
- 2. What Is Not Covered By This Warranty.** WCI does not warrant (a) paints and other finishes, any fiberglass components, other components, including but not limited to hardware moldings, windows, internal cabinets and other appointments and accessories, (b) any product, components or parts not manufactured by WCI, (c) damage caused by use of the coach body for purposes other than those for which it was designed, (d) damage caused by accident or the negligence of the purchaser or any third party or by disasters such as fire, flood, wind and lightning, (e) damage caused by the purchaser's failure to provide normal preventive maintenance as customarily accepted in the industry or as set forth in maintenance guidelines, (f) damage caused by unauthorized or improper installation of attachments, repairs, modifications or alterations, (g) damage caused by replacement of original parts or components with unauthorized substitutes, (h) damage during shipment, or (i) any other abuse or misuse by the purchaser.
- 3. Disclaimer of Warranty.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4. Limitation of Remedies.** In no case shall WCI be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the coach body or any associated equipment, cost of capital, cost of any substitute coach body, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph (3) may not apply.
- 5. Warranty Claim Procedure.** The Purchaser must notify WCI in writing of a warranty claim prior to any warranty work. WCI will provide the purchaser with further instructions on how to proceed with such warranty claim. Any notice of a warranty claim and all other warranty correspondence must be sent to Wheeled Coach Industries, Inc., P. O. Box 677339, Orlando, Florida 32867-7339. WCI may designate new or additional addresses.
- 6. Time Limit for Bringing Suit.** Any action for breach of warranty must be commenced within three months following the expiration of the warranty period.
- 7. No Other Warranties.** Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of the vehicle) relating to the subject matter of this agreement. No employee of WCI or any other party is authorized to make any warranty in addition to those made in this agreement.
- 8. Warranty Registration.** This warranty is conditioned upon receipt by WCI of a completed and signed customer acceptance card within two weeks of delivery. It is the obligation of the purchaser to sign the customer acceptance card and return it to WCI within the two weeks following delivery. The customer acceptance card must be on file for any warranty claim to be considered.

Wheeled Coach Modular Body Limited Lifetime Coating Warranty

1. **What is Covered By This Warranty.** Wheeled Coach Industries, Inc., (WCI) warrants, to the original purchaser only, that the ambulance body that is the subject of this sale is effectively painted and free from coating defects in material and workmanship and further warrants that the ambulance body will remain free of paint defects. The duration of the warranty is for the life of the vehicle, limited however to the original purchaser commencing with the date the ambulance is painted by WCI. The obligation of WCI is to provide paint material and application labor according to this schedule:

- (I) Material for life of vehicle
- (II) Cost of repair labor covered in full during the first three years of the vehicle's life
- (III) 50% of the cost of repair labor in year four of the vehicle's life
- (IV) 25% of the cost of repair labor in year five of the vehicle's life

The warranty provided herein shall cover and extend to the following properties of the paint system:

- (A) Loss of adhesion of the paint system resulting in rust (less than rust grade 5, ASTM D 610-85)
- (B) Cracking of the paint system (as set forth in ASTM D 661-86)
- (C) Loss of adhesion of any element of the paint system resulting in appearance below standards set out in ASTM D 1654-79A
- (D) Fading or loss of gloss below standards set out in ASTM D 659-86, value number 4 or lower

If within the warranty period, purchaser discovers a defect in material or workmanship, it must promptly notify WCI in writing. In no event shall WCI be obligated to accept such notification unless it is received by WCI not later than one month following the expiration of the warranty period. Within a reasonable time after such notification, WCI will correct any defect in material or workmanship. Such repair, including both paint materials and labor, is at WCI's expense according to the schedule listed. All warranty work is subject to WCI's or its agent's prior examination and approval and will be performed by WCI or its agents at service centers designated by WCI or its paint vendor. All transportation to and from the designated service center will be at the purchaser's expense and is not included as a cost of repair covered by this warranty. These remedies are the purchaser's exclusive remedies for breach of warranty.

2. **What is Not Covered By The Warranty.** WCI does not warrant (a) the exterior finish on any fiberglass components, including but not limited to hardware moldings, windows, mirrors, lights and other appointments and accessories, (b) any product finishes, component finishes or finishes of parts not manufactured by WCI including the chassis, (c) damage caused by use of the ambulance body for purposes other than those for which it was designed, (d) damage caused by accident or the negligence of the purchaser or any third party or by disasters such as fire, flood, wind, lightning, acid rain, and industrial fallout, (e) damage caused by the purchaser's failure to provide normal preventive maintenance as customarily accepted in the industry or as set forth in maintenance guidelines, (f) damage caused by unauthorized or improper installation of attachments, repair, modifications or alterations, (g) damage caused by replacement of original parts or components with unauthorized substitutes, (h) damage during shipment (i) damage caused by abrasion or external foreign objects, (j) decals, stickers, name plates, pin stripes, or damage caused by application or removal of the same, or (k) damage resulting from dissimilar metal contact corrosion, or crevice corrosion, (l) any other abuse or misuse by the purchaser.

3. **Disclaimer of Warranty.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. **Limitation of Remedies.** In no case shall WCI be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the coach body or any associated equipment, cost of capital, cost of any substitute coach body, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph (3) may not apply.

5. **Warranty Claim Procedure.** The purchaser must notify WCI in writing of a warranty claim prior to any warranty work. WCI will provide the purchaser with further instructions on how to proceed with such warranty claim. Any notice of a warranty claim and all other warranty correspondence must be sent to Wheeled Coach Industries, Inc., P.O. Box 677339, Orlando, Florida 32876-7339. WCI may designate new or additional addresses.

6. **Time Limit for Bringing Suit.** Any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

7. **No Other Warranties.** Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of this coach body) relating to the subject matter of this agreement. No employee of WCI or any other party is authorized to make any warranty in addition to those made in this agreement.

8. **Warranty registration.** This warranty is conditioned upon receipt by WCI of a completed and signed customer acceptance card within two weeks of delivery. It is the obligation of the purchaser to sign the customer acceptance card and return it to WCI within the two weeks following delivery. The customer acceptance card must be on file for any warranty claim to be considered.

WC01FL61 12/98

Reorder MBF 407-657-7414