

Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation 19 — Highways

Proc Folder: 499142

Doc Description: ADDENDUM 1 TRI-AXLE FIXED DECK EQUIPMENT TRAILER

Proc Type: Central Master Agreement

 
 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2018-11-02
 2018-11-14 13:30:00
 CRFQ
 0803
 DOT1900000037
 2

**BID RECEIVING LOCATION** 

**BID CLERK** 

**DEPARTMENT OF ADMINISTRATION** 

**PURCHASING DIVISION** 

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

#### VENDOR

Vendor Name, Address and Telephone Number:

West Virginia Tractor Company P.O. Box 473 Charleston, WV 25322

304-346-5301



FOR INFOR	MATION CO	NTACT	THE	BUYER
-----------	-----------	-------	-----	-------

Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

550621655

11-12-18

Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

### ADDITIONAL INFORMATION:

THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DIVISION OF HIGHWAYS, DEPARTMENT OF TRANSPORTATION, TO ESTABLISH AN OPEN-END CONTRACT FOR A 60,000-POUND CAPACITY TRI- AXLE FIXED DECK EQUIPMENT TRAILER PER THE ATTACHED DOCUMENTS.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION R		DIVISION OF HIGHWAYS EQUIPMENT DIVISION	
83 BRUSHY ROAD CROSSING, PO BOX 610		83 BRUSHY FORK RD CR	ROSSING
BUCKHANNON WV26201		BUCKHANNON	WV 26201
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	60,000 pound capacity Tri-Axle fixed deck equipment trailer	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25181702	Rogers Brothers	Corporation	TAG30-30/102/3XSP

### **Extended Description:**

60,000 pound capacity tri-axle fixed deck equipment trailer

SCHEDUL	E OF EVENTS	
Line	Event	Event Date
1	QUESTION DEADLINE 10AM EST	20181029

## SOLICITATION NUMBER: CRFQ DOT1900000037 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applio	able	e A	ddendum Category:
	i	1	Modify bid opening date and time
	[	I	Modify specifications of product or service being sought
	[ 🗸	1	Attachment of vendor questions and responses
	[	ı	Attachment of pre-bid sign-in sheet
	[	]	Correction of error
	[	1	Other
Descri	ptio	n oi	f Modification to Solicitation:

1. To provide answers to vendor questions

No other changes at this time

Bid opening remains November 14, 2018 at 1:30 PM EST

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT1900000037

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

(Check	the	bo	x next to each addendum rece	ive	d)	
	[ x	:1	Addendum No. 1	[	]	Addendum No. 6
1	]	]	Addendum No. 2	[	]	Addendum No. 7
١	[	]	Addendum No. 3	[	]	Addendum No. 8
ļ	[	]	Addendum No. 4	[	]	Addendum No. 9

Addendum Numbers Received:

[ ] Addendum No. 5

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Addendum No. 10

Company

Authorized Signature

11-12-18

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

### REQUEST FOR QUOTATION CRFQ DOT1900000037

## (254 CLASS) TALBERT AC3-30 OR EQUAL 60,000-POUND CAPACITY TRI-AXLE FIXED DECK EQUIPMENT TRAILER

### 8. MISCELLANEOUS:

- 8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **8.2** Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- **8.4** Warranty and Service Policy: The unit must be accompanied upon delivery by the unit's manufacturers executed warranty and service policy.
- 8.5 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Gary W. Grady
Telephone Number:	304-346-5301
Fax Number:	304-346-5305
Email Address:	wvtractor@msn.com

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract. (Name, Title) Gary W. Grady, President (Printed Name and Title) Gary W. Grady, President (Address) P.O. Box 473 Charleston, WV 25322 (Phone Number) / (Fax Number) wvtractor@msn.com (email address) CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration. West Virginia Tractor Company (Company)

304-346-5305

Gary W. Grady, PResident

(Printed Name and Title of Authorized Representative)

11-12-18

304-346-5301

(Date)

## West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission

## **Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

West	: Virginia Tr	actor Company	P.O. Box	× 473
Name of Contracting Busine	ess Entity:	Addre		1 1/3
			Charles	ton, WV 25322
	Gary W. Grad	У	al	ton, WV
Name of Authorized Agent:		Addre	ss:	ton, wv
Contract Number: DOT1	9*37	Contract Des		-Axle Fixed Deck
Governmental agency award	ding contract:	DOT-Highways 		
☐ Check here if this is a Su	ıpplemental Discl	osure		
List the Names of Interested Pa entity for each category below	arties to the contrac (attach additional)	et which are known or rea	sonably anticipa	ted by the contracting busines
1. Subcontractors or other	entities performir	a work or service unde	er the Contract	
☐ Check here if none, other		_		
Rogers Brothers	•			
	oo-poracion			
2. Any person or entity who	owns 25% or mc	re of contracting entity	(not applicable	to publicly traded entities
☐ Check here if none, other			(not applicable	to publicly traded entitles
Gary W. Grady	or wide flot entity/file	ividual flatties below.		
Steven B. Basham				
Susan T. Martin	at facilitated or i	agatistad the terms	of the complicate	la aandwaat (lll
3. Any person or entity the services related to the ne	at facilitated, of f	ing of the applicable co	n, the applicab ontract)	ie contract (excluding lega
Check here if none, other			, , , , , , , , , , , , , , , , , , ,	
and of the state o	in the order of the control of the c	rada names below.		
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Signature:	made	Data S	11-1	2–18
oignaturo.	of the o	Date 3	igned.	
Notary Verification	VEST	OFFICIAL SEAL	}	
West Virgini	a (6.4.4.6)	NOTARY PUBLIC STATE OF WEST VIRGINIA	Kanawha	
State of	(民國經濟)	Steven B. Basham West Vicionantiyoofr Co.	{	
Gary W. Grady	A Secretary Management	PO Box 473 Charleston, WV 25322	}	
entity listed above, being duly	sworn acknowled	that the Disclosure h	e authorized age	ent of the contracting business
penalty of perjury.	orrorn, aointonioa,	go that the bisologare h	ordin is being in	ade under batti allu ulluer tile
Talaan a fi fi li li		12th day of	November	2010
Taken, sworn to and subscribe	d before me this_	day of _	Noveliber	2918
		Steven B. Ba	sham	
		Notary	Public's Signatu	re
To be completed by State Ag			-	
Date Received by State Agence  Date submitted to Ethics Committed  The Submitted Ethics Committed  The Submit	y:		_	
Date submitted to Ethics Comr Governmental agency submitti	ng Disclosure:		<del></del>	
<b>3</b> ,			<del>-</del>	Revised June 8 2018

## STATE OF WEST VIRGINIA Purchasing Division

## **PURCHASING AFFIDAVIT**

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

#### **DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

### WITNESS THE FOLLOWING SIGNATURE:

Date: 11-12-18
, 20 <u>18</u>
Steven B. Basham  Purchasing Affidavit (Revised 01/19/2018)

Steven E. Basham West Virginia Tractor Co. PO Box 473 Charleston, WV 25322 My commission expires August 12, 2022

#### wv-10\* Approved / Revised 06/08/18

## State of West Virginia

## **VENDOR PREFERENCE CERTIFICATE**

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1.	Application is made for 2.5% vendor preference for the reason checked:  Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
x	Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; <b>or</b> ,
	Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; <b>or</b> ,
2. X	<b>Application is made for 2.5% vendor preference for the reason checked:</b> Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; <b>or</b> ,
3.	Application is made for 2.5% vendor preference for the reason checked:  Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
<b>4</b> .	Application is made for 5% vendor preference for the reason checked:  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% vendor preference who is a veteran for the reason checked:  Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.  Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
8. ×	Application is made for reciprocal preference.  Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.
requiren or (b) as	inderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; sess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to racting agency or deducted from any unpaid balance on the contract or purchase order.
authorize the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and if a	hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder nything contained within this certificate changes during the term of the contract, Bidder will notify the Purchassion in writing immediately.
Bidder:	West Virginia Wragtor Company
Date:	11-12-18 Title: President

EXI	nibit A				
		CRF	Q DOT1900000	037	
i0,0	000 Pound Capacity T	ri-Axle Fixed Deck Equipment Trailer Talbert AC3			
tem No.	Description:	Make/Model & Year	Estimated Unit Quantity	Unit Price	Item Total Cost
1	60,000 POUND CAPACITY TRI-AXLE FIXED DECK EQUIPMENT TRAILER	Rogers Brothers Corporation TAG 30-30/102/3XSP	30	\$38,500	\$1,155,000
	Total Bid Amount				\$1,155,000

Vendor Information	
West Virignia Tractor Company	
Gary W. Grady	
P.O. Box 473	
Charleston, WV 25322	
304-346-5301	
304-346-5305	
wvtractor@msn.com	
gangle Inaan	
	West Virignia Tractor Company  Gary W. Grady  P.O. Box 473  Charleston, WV 25322  304-346-5301  304-346-5305



### **CERTIFICATE OF GARAGE INSURANCE**

DATE (MM/DD/YYYY) 08/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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	GARAGE LIABILITY ANY AUTO	X HIRED AUTOS							AUTO ONLY (E	Ea accident)		\$ 500	,000
А	X OWNED AUTOS ONLY	X NON-OWNED AUTOS USED IN GARAGE BUSINESS			A00536980	01	04/01/2018	04/01/2019	OTHER THAN AUTO ONLY	EA ACCIDENT		\$ 500	,000
										AGGREGATE		\$ 1,50	0,000
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Α	X EXCESS LIAB	CLAIMS-MADE			A00536980	80	04/01/2018	04/01/2019	AGGREGATE			\$ 6,00	
	DED RET	ENTION \$							PRODUCTS -	COMP/OP AGG		\$ 6,00	
	WORKERS COMPEN								PER		OTH-		.,
	AND EMPLOYERS' LI ANY PROPRIETOR/PA	RTNER/EXECUTIVE	N/A						E.L. EACH AC			\$	
	OFFICER/MEMBER EX (Mandatory in NH)	CLUDED? Y/N								- EA EMPLOYEE		\$	
	If yes, describe under REMARKS below									- POLICY LIMIT		\$	
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ACORD 30 (2016/03)

Page 1 of 2

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A0053698 Sentry Select Insurance Company 00001 0000000000 18240 0 N



AGENCY CUSTOMER ID: XXXXXX1655

LOC #: \_

ACOND	ADDITIO	NAL REN	IARKS SCHEDULE	Page 2 of 2
AGENCY			NAMED INSURED	
Tina White			West Virginia Tractor Co.	
POLICY NUMBER				
A0053698001				
CARRIER		NAIC CODE		
Sentry Select Insurance Company		21180	EFFECTIVE DATE: 04/01/2018	

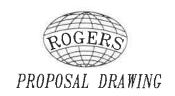
ADD	ITIO	LAL	REMA	DKC

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

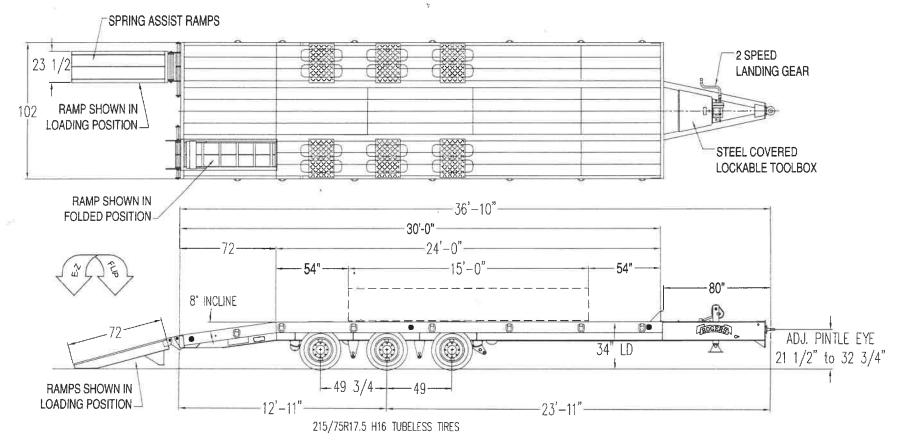
FORM NUMBER: ACORD 30 FORM TITLE: Certificate Of Garage Insurance

### **General Liability**

WV DOH AND STATE OF WEST VIRGINIA ARE ADDITIONAL INSURED ON THE GENERAL LIABILITY, PER THE POLICY PROVISIONS IF REQUIRED AS SUCH IN WRITTEN CONTRACCT WITH THE NAMED INSURED. GARAGE LIABILITY INCLUDES THE AUTOMOBILE LIABILITY. ANY AUTO COVERAGE INCLUDED. EXCESS/UMBRELLA LIABILITY FOLLOWS FORM.



ROGERS	RROTHERS	CORPORATION
TOOLIVE	ALBION, PA. 16	
MODEL	).':'	
CUSTOMER		- A
BY: KER	DATE: 5-16-18	PROP. NO.



NOTE: ALL WEIGHT DISTRIBUTIONS ARE ESTIMATED! ALL ILLUSTRATIONS, WEIGHTS, AND SPECIFICATIONS ARE APPROXIMATE. THESE MAY VARY WITH MODEL CHANGES. DIMENSIONS ARE IN INCHES SUBJECT TO ENGINEERING REVISION AS REQUIRED.

TAG 25-30-24-15

Dealer		Dealer Salesman
WEST VIRGINA TRACTOR CO.		GARY GRADY
Customer	Rogers ISP	Rogers RSM
WVDOH	Kyle Glasl	Kyle Glasl

### ROBERS BROTHERS TAG30XXL - 30 TON DRAWBAR TAGALONG

MODEL

TAG30-30/102/3XSP

RATINGS

FRAME 60,000 lbs. maximum capacity concentrated in 15' 0" of deck

DIMENSIONS DRAWBAR 36' 10" overall length; 102" maximum width

**R** 80" with 6-position adjustable pintle eye

Dual two-speed landing gear, 50,000 lb. lift capacity & 70,000 lb. static

capacity each gear

Steel covered, lockable toolbox

**DECK** 

30' 0" x 102" platform (24' 0" flat deck + 6' 0" beavertail with 8° loading

angle)

34" loaded deck height with a full capacity load

"E-Z Flip" spring-assisted, manual rear loading ramps, ladder style

(self-cleaning), laterally adjustable, 72" L x 22" W

1 3/4" apitong flooring

3/8" tread plate wheel covers over tires (14) lashing D's, (7) each side of deck

(2) additional lashing D's, (1) each side of deck (16 total)

**REAR ASSY** 

Hutch 75,000 lb. multi-leaf 6-spring suspension

(3) 25,000 lb. axles; 8-stud hubs with oil-bathed bearings

(12) 17.5 x 6.75 hub piloted Alcoa Dura-Bright aluminum disc wheels

(12) 235/75R17.5 (H) tubeless radial tires

49" axle spacings

LIGHTS

LED USDOT approved 12-volt with 7-wire socket

(2) LED oval amber strobe lights on rear channel with toggle switch

**BRAKES** 

Air; 12 1/4" x 7 1/2" shoes; Automatic slack adjusters; ABS (4S/2M system)

Spring brakes on (3) axles

Cable pull remote air tank drains

**FINISH** 

Rogers Black polyurethane enamel

Undercoating

### Seven Year Limited Structural Warranty

Limited Structural Warranty: Rogers Brothers Corporation (RBC) warrants each new trailer structure manufactured by us to be free from defects in material and workmanship under normal usage and service for a period of seven (7) years after delivery of the trailer to the customer. Warranty coverage will be in accordance with the schedule below. Trailer structure shall be considered the framework of the trailer (gooseneck, main frame and/or rear frame) which is fabricated by RBC. This warranty is not transferable to any other customer who may purchase this trailer from the original owner within the seven-year period.

Structural Warranty Coverage Schedule: RBC shall bear that portion of the cost of repairing or replacing any trailer structure found to be defective within the seven-year warranty period based on the following schedule:

One year: 100% Two years: 90% Three years: 80% Four years: 70% Five years: 60% Six years: 50% Seven years: 40%

Warranty of Other RBC-Manufactured Components: RBC warrants other RBC-manufactured components of its trailers (other than the trailer structure), with the exception of loading ramps, for a period of one (1) year after delivery of the trailer to the customer. RBC makes no warranty of loading ramps, or of components supplied by other manufacturers, and the RBC warranty of its own components will not expand or alter in any way the warranties of the original manufacturers and suppliers of components or accessories. RBC will assign to the customer any warranty rights it receives from the component manufacturer or supplier. Please contact you dealer in the event of a problem with the trailer or its components. In general, components will be subject to the following manufacturers' warranties:

- 1) Axles, suspensions, wheels, rims, hubs, landing gear, hydraulic valves, and RBC-manufactured components: One year: 100% Over one year: 0%
- Cylinders, brake drums, brake valves, oil seals, shock absorbers, springs, air bags, leveling valves, air lines, bearings, electrical, hydraulic hoses/connections and paint: One to six months: 100% Over six months: 0%
- 3) Tires and tubes: Make claim directly to local tire dealer.
- 4) Engines: Make claim directly to local engine dealer.
- 5) Wear parts, including light bulbs, brake lining, all loading ramps and wood: 0%

**Regulatory Warranty**: Our trailers are manufactured to conform to all applicable Federal Motor Vehicle Safety Standards in effect on date of manufacture. We do not warrant trailers to be in compliance with any other federal, state or local laws, rules, regulations, or orders.

Specific Exclusions: Our limited warranty is subject to specific exclusions, and does not apply to any trailer which has been:

1) subjected to or operated with loads which, at any time, have exceeded the trailer's rated capacity or design limits; 2) repaired or altered outside our factory in any way so as, in our judgement, to affect its stability or reliability. Please contact the factory prior to undertaking any repair or alteration including welding, burning, or drilling holes on or in the frame of your ROGERS trailer; 3) subject to misuse, negligence, accident, or has been operated in a manner expressly prohibited in the instructions; or not operated in accordance with practices approved by RBC.

Our Obligation: Under the specific warranties set forth above, our obligation is limited to making good at our factory any trailer structure or RBC-manufactured component which shall be returned to us, transportation charges prepaid, up to seven years after delivery of the trailer to the customer (one (1) year in the case of RBC-manufactured components) and which our examination discloses to have been defective. Coverage of the trailer structure shall be in accordance with the schedule set forth above. Any warranty claim must be made immediately to the dealer who, in turn, notifies us. We shall not be obligated to pay for any repairs, alterations or parts which are made prior to authorization from us.

**Exclusive Warranty**: This warranty is the exclusive warranty given for trailers sold by RBC. IT IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MECHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF RBC. We neither assume nor authorize any dealers or other persons to assume for us, any other liability in connection with the sale of our trailers.

**LIMITATION OF LIABILITY**: IN NO CASE WILL WE BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OF SALES, PROFIT OR GOODWILL; LOSS OF USE OF THE TRAILER OR ANY ASSOCIATED EQUIPMENT; COST OF RENTALS, SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES; DOWNTIME COSTS; ATTORNEYS' FEES; OR LOSSES OR CLAIMS OF YOUR CUSTOMERS OR OTHER THIRD PARTIES.

ROGERS BROTHERS CORPORATION ALBION, PENNSYLVANIA 16401 814/756-4121