

Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia **Centralized Request for Quote** Equipment



Proc Folder:

844326

Doc Description: ADDENDUM NO_3 Hydraulic Hammer

Reason for Modification:

ADDENDUM NO 3

Vendor Questions and Responses Attach Updated Exhibit A Pricing

Page

Proc Type:

Central Master Agreement

Solicitation Closes

Solicitation No

Version

Date Issued 2021-04-08

2021-04-14 13:30

0803 CRFQ

DOT2100000107

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code:

000000204452

Vendor Name: West Virginia Tractor Company

Address:

P.O. Box 473

214 Virginia Street West

Street:

City:

Charleston

State:

WV

Country: US

Zip: 25322

Principal Contact: Gary W. Grady

Vendor Contact Phone: 304-346-5301

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

iohn.w.estep@wv.gov

Vendor Signature X

550621655

4-12-21

DATE

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

Date Printed: Apr 8, 2021

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

ADDENDUM NO_3

Addendum no_3 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish an open-end contract for a Rammer R16P or Equal Hydraulic Hammer. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO		
DIVISION OF HIGHWAY	/S	DIVISION OF HIGHWAYS		
EQUIPMENT DIVISION	RT 33	EQUIPMENT DIVISION		
83 BRUSHY ROAD CROSSING, PO BOX 6	10	83 BRUSHY FORK RD CROSSING		
BUCKHANNON	WV	BUCKHANNON	WV	
UŞ		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Hydraulic Hammer	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
22101700	Allied	As specified	R16P	

Extended Description:

Open-End Contract for Rammer R16P Hydraulic Hammer or Equal

SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
-1	Pre bid @ 11:00am in Buckhannon	2021-03-24
2	Tech Questions due by 10:00am	2021-04-01

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT2100000107

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.

Addendum Numbers Received:

(Check the box next to each addendum received)

[x]	Addendum No. 1	[]	Addendum No. 6
[x]	Addendum No. 2	[]	Addendum No. 7
[X]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

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.

muse made	President
(Name, Title)	
Gary W. Grady, President	
(Printed Name and Title) P.O. Box 473 Charletson,	WV 25322
(Address) 304-346-5301 304-346	5-5305
(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)

President

(Authorized Signature) (Representative Name, Title)

Gary W. Grady, President

(Printed Name and Title of Authorized Representative)

4-12-21

(Date)

304-346-5301

304-346-5305

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION Class 548 Rammer R16P or Equal Hydraulic Hammer

accordance with the provisions contained in this Contract.

- 8.2 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.
- 8.3 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:
Telephone Number:

Fax Number:

Gary W. Grady
304-346-5301
304-346-5305
Email Address: wvtractor@msn.com

West Virginia Ethics Commission **Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracti	West Vir ng Business Entity	rginia Tractor :	Company Address:	P.O. Box 472 Charleston, WV 25322
Name of Authorize	d Agent:	W. Grady	Address:	Charleston, WV Hydraulic Hammer
Contract Number:	DOT21*107		ontract Descrip	Hydraulic Hammer tion:
Governmental age	ncy awarding cont	ract: WVDOT-High	ways	
☐ Check here if t	nis is a Supplemen	tal Disclosure		
		ne contract which are dditional pages if ned		ably anticipated by the contracting business
1. Subcontractors	or other entities p	erforming work or	service under th	e Contract
Check here if	none, otherwise list	entity/individual nam	es below.	
Check here if Gary Steve Susar 3. Any person or services relate	none, otherwise list W. and Chrsti B. Basham T. Martin entity that facilita	entity/individual nam ne Grady	es below. the terms of, the pplicable contra	ot applicable to publicly traded entities) ne applicable contract (excluding legal act)
Signature:	uje Ira	1	Date Signe	4-12-21 d:
Notary Verifica	tion			
State ofWes	t Virginia	, Cou	nty of Kanawha	:
I,	y W. Grady peing duly sworn, ac		, the au	uthorized agent of the contracting business is being made under oath and under the
Taken swork to any	ate Agency: hics Commission: _	<i>4</i>	B. Bash	pril 2021 June 1 2021 June 2 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:

Vendor's Name: West_Virginia Tractor Company	
	Date: 4-12-21
Kanawha	
County of, to-wit:	
Taken, subscribed, and sworn to before me this 12 day ofApril	, 20
My Commission expires Mugust 12 , 20 ZZ	
AFFIX SEAL HERE OFFICIAL SENOTARY PUBLIC NOTARY PUBLIC STATE OF WEST VIRGINIA	Iteven B. Bushum Purchasing Affidavit (Revised 01/19/2018)

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

ENHINE O

VENDOR: West Virginia Tractor Coclass 548

ltem No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost
1	Rammer R16P Hydraulic Hammer or Equal	ALLIED R16 Rammer Part # 578764 with (4) demo tools as specifie and jumper hoses	đ	\$185500.00	\$18,500.00
2	Complete mounting for Link Belt 145X3	MR 577185 Mount Bracket with hardened steel pins		\$ 3,700.00 -	\$ 3,700.00
3	Complete mounting for John Deere 135G	MR 577415 Nount Bracket with hardened steel pins		\$ 3,700.00	\$3,700.00
4	Complete mounting for Volvo EC140E	MR 577126 Mount Bracket with hardened steel pins		\$ 3,700.00 -	\$ 3,700.00
	Total Bid Cost	(c) a halangeog			\$29,600.00
		Bid Will Be Awarded To	The Lowest Overall B	id Total For All Items	
			Vendor Informati	on	
	Company Name: West	Virginia Tractor	Company		
	Contact Manager: Gary	W. Grady			
	Address: P.O.	Box 473 Charlesto	n, WV 25322		
		346-5301			
	- Girt	346-5305			
	E-mail: wvtr	actor@msn.com			
	Signature:	mura mad	4		

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.

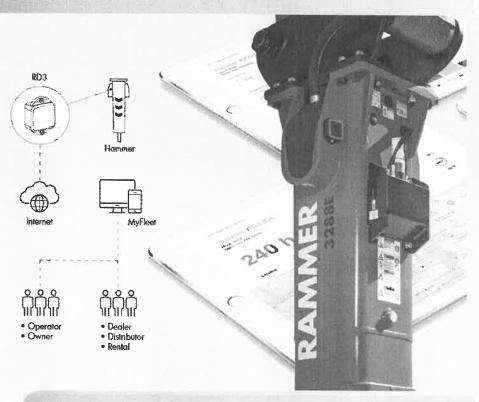
Date:	4-12-2021	Title:	President ⁰
Bidder:	West Virginia Tractor Company	Signed:	yaufe mace
and if a	nything contained within this certificate chang sion in writing immediately.	accurate i es during	in all respects; and that if a contract is issued to Bidder the term of the contract, Bidder will notify the Purchas-
authorize the requ deemed	es the Department of Revenue to disclose to the Direction in the Direction in the contraction in the Tax Commissioner to be confidential.	ector of Pu n does not	onably requested information to the Purchasing Division and rchasing appropriate information verifying that Bidder has paid contain the amounts of taxes paid nor any other information
requiren or (b) as	nents for such preference, the Secretary may order	the Directo ot to exce	idder receiving preference has failed to continue to meet the or of Purchasing to: (a) rescind the contract or purchase order; ed 5% of the bid amount and that such penalty will be paid to contract or purchase order.
	Application is made for reciprocal preference Bidder is a West Virginia resident and is requesting	ng reciproc	
7.	dance with West Virginia Code §5A-3-59 and I Bidder has been or expects to be approved prior to and minority-owned business.	West Virgi contract a	small, women- and minority-owned business, in accor- inia Code of State Rules. Inward by the Purchasing Division as a certified small, women-
6.	purposes of producing or distributing the commodi continuously over the entire term of the project, o residents of West Virginia who have resided in the	e United St ties or com in average e state con	ates armed forces, the reserves or the National Guard, if, for apleting the project which is the subject of the vendor's bid and at least seventy-five percent of the vendor's employees are tinuously for the two immediately preceding years.
5. 	and has resided in West Virginia continuously for submitted; or,	ran of the l or the four	United States armed forces, the reserves or the National Guard years immediately preceding the date on which the bid is
4. 	Application is made for 5% vendor preference Bidder meets either the requirement of both subdi		eason checked: and (2) or subdivision (1) and (3) as stated above; or,
3.	has an affiliate or subsidiary which maintains its employs a minimum of one hundred state reside completing the project which is the subject of the average at least seventy-five percent of the bidden	inimum of headquar ents, and fo e bidder's er's emplo	e reason checked: one hundred state residents, or a nonresident vendor which ters or principal place of business within West Virginia and or purposes of producing or distributing the commodities or bid and continuously over the entire term of the project, on yees or the bidder's affiliate's or subsidiary's employees are ontinuously for the two immediately preceding years and the
2. 		ring the life /est Virgini	e reason checked: e of the contract, on average at least 75% of the employees ia who have resided in the state continuously for the two years
		ncipal place	diary which employs a minimum of one hundred state residents a of business within West Virginia continuously for the four (4) r,
V	Bidder is a resident vendor partnership, associated by another entity that meets the a		orporation with at least eighty percent of ownership interest four year residency requirement; or ,
1.		ided contir ed its head	nuously in West Virginia, or bidder is a partnership, association Iquarters or principal place of business continuously in West





Profit from our experience

FULL-LINE PRODUCT BROCHURE



RD3 Smart Features & MyFleet Platform

All of Allied's Rammer E series breakers are now equipped with one of the first ever remote monitoring system for hydraulic hammers. This GPS enabled fleet management tool offers complete visibility over your entire fleet from the comfort of your computer chair. No more do you need to have a special reading device and the specific RamData unit, you can now access all your information from the MyFleet platform online.

Features:

- Remote Data Access allows you to retrieve the RamData III information from your computer
 - · Information like Work Hours
 - Service Intervals
 - . The GPS location of the unit
 - . Even the operating temperature
- With MyFleet, you have 24/7 access to your fleet data
- Eliminate the guess work with MyFleet. You can know exactly how your hammer is being operated and utilized and you can have the real data you need to make informed decisions

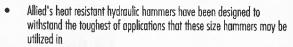
Rammer Excellence Hydraulic Impact Hammers (Small Range)

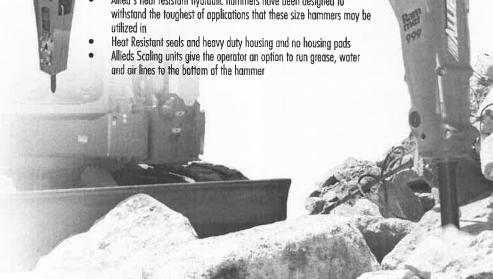
Model	Foot Pound Energy Class	Frequency Range	Hydraulic Flow Required Range	Working Weight	Tool Diameter	Recommended Carrier Range
	ft lbs	bpm	gpm	lbs.	in.	lbs.
155E	150	1,000-2,600	4-9	200	1.42	1,800-4,000
255E	200	600-3,200	4-9	240	1.57	2,600-5,500
355E	350	800-3,000	7-15	330	1.89	3,500-7,900
455E	450	700-2,600	11-19	510	2.20	6,000-11,500
555E	500	600-1,800	9-24	610	2.83	7,100-17,600
777E	750	500-1,700	11-32	850	3.15	9,500-20,900
999E	1,200	500-1,700	13-40	1,110	3.54	12,800-28,700

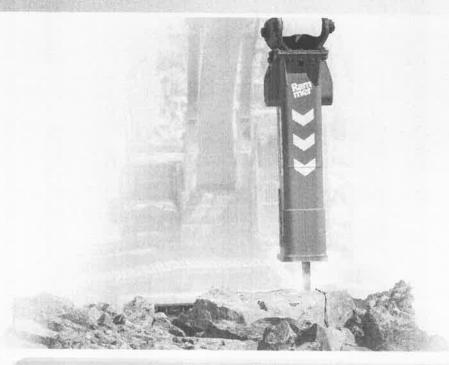
Features:

- Integrated one-piece tool bushing design includes thrust ring, upper and lower bushing and dust seal all in one
- RamData III standard on all Excellence Line Hammers, GPS enabled
- Vibration dampening prevents carrier damage and improves operator comfort
- No tie rods for less maintenance
- Upgraded greasing bushings and thrust ring
 Higher Heat models available for 555, 777 & 999* along with Scaler models

*High-Heat Box style







Rammer Excellence Hydraulic Hammers (Mid-Range)

Model	Foot Pound Energy Class	Frequency Range	Hydraulic Flow Required Range	Working Weight	Tool Diameter	Recommended Carrier Range
	ft lbs	bpm	gpm	lbs.	in.	lbs.
1322E	1,600	500-1,000	16-32	1,870	3.74	19,800-33,100
1655E	2,500	540-920	24-34	2,400	4.53	26,500-44,100
2166E	3,500	430-790	32-48	3,090	4.92	35,300-57,300

Features:

- Slim housing provides operator with good visibility and better accessibility in trenching and demolition applications
- RamValve protects the hammer from damage due to excessive hydraulic input VIDAT System includes vibration dampened tie rods that extend operating life, reduce operating costs and minimizes downtime

- RamData III standard on all Excellence Line Hammers, GPS enabled
 Simple In-Field Lower Tool Bushing Replacement (Except on 1322E)
 Separate greasing channels from the valve body into the upper and lower bushing, which will increase the lifetime of your tool and bushings (Except on 1322E)
- Idle blow on/off switch at the top of valve housing makes it easier to adjust

Rammer Excellence Hydraulic Hammers (Large Range)

Model	Foot Pound Energy Class ft. lbs.	Frequency Range bpm	Hydraulic Flow Required Range gpm	Working Weight Ibs.	Tool Diameter	Recommended Carrier Range Ibs.
2577E	5,000	450-750	37-53	3,880	5.31	46,300-70,500
3288E	8,000	370-630	42-66	5,290	5.59	57,300-92,600
4099E	11,000	400-560	66-93	7,450	6.54	75,000-121,300
5011E	13,000	370-530	74-100	10,470	7.48	94,800-176,400
9033E	18,000	300-520	95-121	16,310	8.46	149,900-264,600

Features:

- Sound-suppressed housing enhances use in urban areas and provides operator-friendly environment in the cab of carrier
- RamValve detects overflow and prevents damage from system overload
- VIDAT System includes vibration dampened tie rods that extend operating life, reduce operating costs and minimizes downtime
- Separate greasing channels from the valve body into the upper and lower bushing, which will increase the lifetime of the tool and bushings
- RamData III standard on all Excellence Line Hammers, GPS enabled Simple In-Field Lower Tool Bushing Replacement (Except on 9033E)

Rammer Performance Hydraulic Hammers (Small Range)

	Model	Foot Pound Energy Class	Frequency Range	Hydraulic Flow Required Range	Working Weight	Tool Diameter	Recommended Carrier Range	
		ft lbs	bpm	gpm	lbs.	in.	lbs	
	ROIP	200	400-1,400	4-6.6	209	1.57	1,800-4,400	_
	RO2P	350	450-1,400	4-10	290	1.81	2,900-7,300	
	R03P	500	600-1,200	6.6-13	400	2.09	4,400-9,700	
l	RO4P	600	550-1,050	8-16	630	2.36	6,600-13,200	
l	ROSP	800	400-1,050	9.2-18	720	2.68	8,800-16,500	- Janes
ı	RO7P	1,000	450-950	12-24	880	2.95	11,000-19,800	-
l	RIOP	1,200	450-900	13-25	1,170	3.35	13,200-26,500	
	Featur	45					A	

Nitropen accumulater protects corried is hydroulica for lower repair costs

Rammer Performance Hydraulic Hammers (Mid and Large Range)

Model	Foot Pound Energy Class	Frequency Range	Hydraulic Flow Required Range	Working Weight	Tool Diameter	Recommended Carrier Range
	ft, Ibs.	bpm	gpm	lbs.	in.	lbs.
R12P	1,600	380-750	16-26	1,830	3.54	19,800-30,900
R16P	2,500	280-860	24-32	2,470	4.33	28,700-46,300
R18P	3,500	280-760	27-37	2,730	4.72	33,100-50,700
R25P	5,000	390-700	35-45	3,640	5.31	44,100-63,900
R35P	7,000	400-700	40-52	5,110	5.91	59,500-88,200
R45P	9,000	360-630	53-66	6,500	6.50	70,500-116,800

Features:

- Idle Blow Protection for R18P, R25P, R35P and R45P. Prevents idle strokes. which avoids internal stress thus extending life span, which improves owning and operating costs
- Standard automatic greasing systems for R18P, R25P, R35P and R45P. Easy to install, protects from premature wear of critical hammer components in order to keep peak performance and extended life span
- Ramdata II service indicator for R18P, R25P, R35P and R45P

Ho-Pac* Vibratory Compactor/Drivers

Model	Impulse Force	Cycles Per Minute	Hydraulic Flow Required Range	Base Plate Dimensions	Working Weight	Recommended Carrier Weight
	lbs.		gpm	in.	lbs.	lbs
400B	4,000	2,000	6/9/14/18	13 x 25	500	3,000-12,000
700B	6,400	2,000	6/9/14/18	18 x 27	750	8,000-20,000
1000C	8,000	2,000	12/18/21	24 x 28	1,120	9,000-30,000
1600	16,000	2,100	25/30/43	29 x 32	1,900	19,000-45,000
2300	24,000	2,100	47	34 x 36	2,900	35,000-120,000
4000	40,000	2,100	62/86	42 x 48	4,800	77,000-150,000

Features:

- Larger eccentric with mass further away from shaft centerline helps to increase impulse and compaction force
- Sealed bearings (Model 400B, Model 700B and Model 1000C) or oil splash bearing (Model 1600, Model 2300 and Model 4000) provide maintenance-free (no areasing) lubrication
- Four-function valve controls flow, pressure, regeneration and oil flow direction

Skid-Pac™ Vibratory Compactors

Model	Impulse Force	Cycles Per Minute	Hydraulic Flow Required Range	Base Plate Dimensions	Working Weight	Recommended Carrier Weight
	lbs.		gpm	in.	lbs.	lbs.
1800C	8,000	2,000	12/18/21	18 x 72	1,110	4,000(Minimum)

Features:

ate covers the outside width of the skid-steer tires tracks to eliminate marks in the soil

Recommended **Carrier Weight**

back edges of the base plate "push" the soil to he sub bases



Allied Distributors are personally selected by the Allied staff and periodically reviewed to make sure they are offering the best, most informative service possible. They have made a commitment to Allied by being fully-prepared with repair tools,

knowledge and the best replacement parts in the business. Through this partnership, Allied continues to change with the markets and meets demands by supplying innovative and improved products to the end-users.



3900 Kelley Avenue, Cleveland, Ohio 44114 Tel: 216-431-2600 Fax: 216-431-2601 e-mail: Sales@AlliedCP.com website: http://www.AlliedCP.com



New RAMMER® Large/ Medium Series Hammer Limited Warranty

WHAT IS COVERED

Allied warrants to owners of new RAMMER. Hammers that, after delivery and placement into service by the first user, the authorized Allied Distributor in whose service area the unit is operated will repair or replace any part that fails as the result of a defect in material or workmanship under normal use according to the following schedule:

WARRANTY COVERAGE						
<u>ltem</u>	Months	Parts	Labor			
Hammer	0 - 12	No Charge	No Charge			
Valve Body,	13 - 60	Prorated	Not Covered			
Cylinder & Front Head						
Original Installed	0–12	No Charge	No Charge			
VIDAT Tie Rods	13-18	No Charge	Not Covered			
	TAHW.	S NOT COVERED				

This warranty does not cover:

- conditions which in the reasonable judgement of Allied, arise from misuse, negligence, alteration, accident, lack of performance of necessary maintenance, or prolonged improper storage;
- normal maintenance service or the replacement of expendable service items in connection with normal use, wear and tear (such as, hoses, seals, tool bushings, housings, wear plates, buffers, pins, membranes and like items);
- damage due to operation with hydraulic flow, pressure or temperature in excess of levels recommended by RAMMER.: Incorrect or unapproved lubricants:
- claims for loss of time, inconvenience, loss of use of the product or other consequential damages; transportation to and from the end-user, service calls, travel time, travel expenses are not covered under warranty;
- demolition tools (which are warranted 30 days against defects in material and workmanship. Abuse, Incorrect or lack of lubrication, improper use or operation is not covered under warranty. Special application tools are not covered under warranty. Purchased Ramlube, CML and HML lubricators and componets carry a 30 day warranty.

DISRIBUTOR RESPONSIBILITY

- required to register the attachment when delivered to the end-user (Demo, Rental, Sale, and Lease)
- present and ensure the end-user understand the warranty and coverage for the attachment they are purchasing, demonstrating, leasing or renting.
- use genuine Allied Rammer parts procured through Allied Construction Products during the warranty period and when performing warranty repairs

OWNER/END-USER RESPONSIBILITY

The owner is responsible for:

- proper hammer operation and the performance of regular maintenance service as specified in the applicable product manuals;
- use of only approved replacement parts and demolition tools;
- immediately removing the product from service to present additional or subsequent damage if a problem

This limited warranty is expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and any non-contractual liabilities including product liabilities based upon negligence or strict liability. Allied does not authorize any other person to create for it any other liability in connection with this product.

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