

BID SUBMITTAL FORM
Alabama County Joint Bid Program
BID ITEM – Rubber Tire Roller

Company Name: Tractor + Equipment Company

Address: P. O. Box 12326
Birmingham, AL 35212

Bid Submitted by: Shay Holliday
(Name of company representative)

Title: V.P., N. AL Sales Manager E-mail address: sholiday@tec1943.com

Phone: 205-999-9923 Fax: _____

By submitting this bid, we agree:

Initials

The equipment model number identified below meets the bid specs for this bid item

S/H

That the bid price will be honored for all counties for the period from **January 1, 2026** to
June 30, 2026.

S/H

The equipment will be delivered at the bid price to all counties participating in the
joint bid program

S/H

The company representative listed above will be the contact person for purchasing
this bid item under the joint bid program

S/H

The bid is accompanied by a current catalog or model specification document for the
model number identified below

S/H

The bid is accompanied by a copy of the manufacturer's standard warranty as required
in the bid specifications

S/H

The bid includes the E-Verify documentation required by Alabama law

S/H

We comply with, and if awarded the contract, we will comply with, the requirements of
Section 41-16-50 and Sections 41-16-160 to -166, Code of Alabama 1975.

S/H

If awarded the bid, a performance bond will be provided upon request

S/H

The bid documents include the **Manufacturer's Suggested Retail Price Sheet (MSRP)**
for the Standard Machine

S/H

Rubber Tire Roller

Total Bid Price for Standard Machine: \$ 174,400
(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs) *

Freight Preparation and Delivery: \$ 5,400
(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ 188,457

Equipment Model #: HP180i

Description: Hamm Rubber tire roller

Signature of company representative submitting bid:



Title: U.P.

*NOTE: Award will be made based on the total cost of the **Standard Machine**. The total cost of the standard machine is to include freight preparation, delivery and standard warranty cost. Freight preparation and delivery will be excluded from the total bid price of the standard machine in determining the percentage discount for any available options.

BID SUBMITTAL FORM: OPTION COST SHEET Rubber Tire Roller

By submitting this bid, we agree:

To offer any available options at the percent difference between the Manufacturer's Suggested Retail Price Sheet and the actual bid price on the Standard Machine* SAC

The bid documents include the Manufacturer's Suggested Retail Price Sheet (MSRP) with **any available Options** for the Standard Machine SG

Equipment Model #: HP180i-16

Description: Hamm Rubber tire roller

Signature of company representative submitting bid: SSS Kellor

Title: U.P.

***Note:** The percent difference between the Manufacturer's Suggested Retail Price Sheet (MSRP) for the standard machine as specified by these **Bid Specifications** and the actual price bid by the vendor will be calculated to determine the percentage discount to be applied to any available options. The bid price of the freight preparation and delivery cost shall be excluded in determining the percentage discount to be applied to available options. Any individual county may choose to add any available option to the standard machine at the percentage discount at the time of purchase.

BID SPECIFICATIONS FOR RUBBER TIRE ROLLER

GENERAL

These specifications shall be construed as the minimum acceptable standards for a **Rubber Tire Roller**. Should the manufacturer's current published data or specifications exceed these standards, the manufacturer's standards shall be considered minimum and shall be furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. Additionally, the machine offered for bid shall include all standard manufacturer's equipment. The roller must be a new current production model. The roller must be a new current production model and shall meet all EPA and other applicable standards at the time of manufacture.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer but is intended solely for the purpose of indicating the type, size, and quality of equipment considered best adapted to the uses of counties participating in this joint bid.

BID SUBMITTAL FORM

Each bidder must submit his or her bid on the Bid Submittal Form included in the invitation to bid package. All written warranties to be submitted shall be attached to the Bid Submittal Form.

BID PRICE

The price bid shall include all destination charges, delivery charges, title fees, rebates, and all other applicable costs and refunds.

MANUALS

Each unit shall be provided with one (1) copy of the operator's manual, (1) copy of the repair manual and one (1) copy of the current parts manual. Units will not be accepted for delivery until the manuals as outlined above are received by the purchaser.

REPLACEMENT PARTS AVAILABILITY

Parts must be available for 5 years or 7,500 hours of use for the piece of equipment bid. If replacement parts are not delivered within three (3) working days of an order being placed, the bidder will deliver an equivalent machine for the county to use at no cost to the county until such time as the parts are delivered to the county so it can affect repairs to its machine.

WARRANTY

Bidders shall submit a copy of the manufacturer's standard warranty. Warranty shall include service response time of maximum of 36 hours within notification by county.

Yes No

Page#

or

Attachment

ENGINE

Four (4) cylinder, four (4) stroke cycle, water cooled and turbocharged diesel engine, capable of developing a minimum of 70 horsepower.

Minimum 60 gal. fuel tank.

Yes No
Page # 2

WEIGHT (STANDARD OPERATING)

The factory specified operating weight only. No additional weights may be added for the purpose of meeting these specifications.

Minimum 18,000 lbs. standard with ROPS.

Yes No
Page # 2

STARTING SYSTEM

Unit shall be equipped with a 12-volt electrical system.

Yes No
Page # 2

DRIVE

Infinitely variable hydrostatic drive system. 0-9 mph.

Yes No
Page # 2

Tires

4 front and 4 rear tires. 11.00-R20 front and rear. Width over tires min. 72 inches.

Yes No
Page # 2

BRAKES

Service brakes – Hydrostatic *Not listed*

Yes No
Page # 2

Parking brake.

Not listed

Yes No
Page # 2

OPERATOR'S PLATFORM

Unit shall include: ROPS Canopy; vibration isolated, anti-slip operator platform; lockable instrument panel cover; emergency stop; horn; hour meter; Gauges and/or warning lights for fuel level, coolant temperature, engine oil pressure, engine temperature, and charging system; adjustable seat with seatbelt; rear view mirrors; and safety rail.

Yes No
Page # 2

OTHER FEATURES

Lockable hood;

Yes No
Page # 2

Oil level sight gauges;

Yes No
Page # 2

Backup alarm;

Yes No
Page # 2

Battery master switch;

Yes No
Page # 2

Slow moving vehicle sign;

Yes No
Page # 2

Water Tank min. 50 gallons

Yes No
Page # 2

Rotating beacon mounted on ROPS.

Yes No
Page # 2

TECHNICAL DATA HP 180i (H334)

Weights

Operating weight with cab	kg lbs	8515 18,776
Operating weight with ROPS	kg lbs	8265 18,224
Empty weight without cab, without ROPS	kg lbs	7295 16,085
Max. operating weight	kg lbs	18310 40,374
Axle load, front/rear	kg lbs	4000/4515 8,820/9,956
Flexible ballasting, minimum/maximum	kg lbs	8515/18310 18,776/40,374
French classification minimum, value/class		11,3/PLO
French classification maximum, value/class		21,6/P0
Min. wheel load per tire, front/rear	kg lbs	1000/1129 2,205/2,489
Max. wheel load per tire, front/rear	kg lbs	2160/1969 4,763/4,342

Machine dimensions

Total length	mm in	4970 195.7
Total height with cab	mm in	3000 118.1
Total height with ROPS	mm in	2986 117.6
Height loading, min.	mm in	2320 91.3
Center distance	mm in	3900 153.5
Total width with cab	mm in	2166 85.3
Maximum working width	mm in	2084 82.0
Ground clearance, center	mm in	300 11.8
Turning radius, inside	mm in	6200 244.1

Tire dimensions

Size of tires, front/rear		11.00-R20/11.00-R20
Width over tires, front/rear	mm in	1830/1830 72.0/72.0
Number of tires, front/rear		4/4

Diesel engine

Manufacturer		DEUTZ
Model		TCD 3.6 L4
Cylinders, quantity		4
Power ISO 14396, kW/PS/rpm		55,4/75,3/2000
Power SAE J1349, kW/HP/rpm		55,5/74,2/2000
Exhaust emissions category, USA		EPA Tier 4
Exhaust gas after-treatment		DOC-DPF

Travel drive

Speed, infinitely variable	km/h mph	0-15,0 0.0-9.3
Regulation, infinitely variable		HAMMTRONIC
Gradeability, with/without ballast	%	25/35

Steering

Steering angle +/-	°	30
Pendulum angle +/-	°	2
Steering, type		Two-point steering

Water-sprinkling system

Water sprinkling, type		Pressure
Tank capacity/filling capacity		

Fuel tank, capacity	L Gal	235 62.1
Water tank, capacity	L Gal	650 171.7
Additive tank, capacity	L Gal	28 7.4

Sound level

Sound power level L(WA), guaranteed	db(A)	100
Sound power level L(WA), representative measurement	db(A)	97

EQUIPMENT

12 V sockets (double) | Two large exterior rear-view mirrors | Dashboard with displays, indicator lights and function keys | Dashboard tiltable | Easy Drive operating concept | Pressure water sprinkling system | ECO mode | Driver's platform with access from both sides | Speed-controlled water sprinkling | Level compensation of the front wheel pairs | Maintenance platform | Water-sprinkling system with spray bars, front and rear | Water filter system (3-fold) | Water tank, front | Central water outlet

OPTIONAL EQUIPMENT

Scrapper made from brushes, folding | Steering column with comfort exit and tiltable dashboard | Tachograph | Bluetooth interface for Smart Doc | Smart Receiver | Dashboard cover | Edge pressing and cutting device | Thermal aprons | Automatic engine stop | Camera system | John Deere Operations Center | Interface for fleet management systems | Working spotlights | Tire lighting, LED | Coming Home function | Tool kit

Technical data

HP 180i



Pneumatic-tire rollers Series HP | **H334**
Pneumatic-tire roller

HIGHLIGHTS

- > Intelligent ballasting concept for flexible adjustment of the machine weight to the application
- > Seat-operating unit can be moved and rotated
- > High compaction and surface quality due to even weight distribution and tire overlap of the front and rear wheel pairs
- > Simple, intuitive and language-neutral control
- > Excellent view of tires, machine and construction site



- Dealer labor or travel expenses will not be accepted if a Wirtgen America service representative is present and/or on the job site.
- Only one round trip per incident will be paid with a maximum total round trip travel time of ten hours.
- Repair and material costs incurred through third parties require pre-authorization by the appropriate Wirtgen America Product Support Manager; otherwise these costs will not be reimbursed. Costs must be confirmed by an invoice. This warranty is in lieu of all other warranties (except of title), expressed or implied.

4.5.3 Comebacks / Rework

Comebacks or repeat repairs to correct previous incomplete or improper repairs (second or subsequent attempts to repair or correct the same complaint) will not be reimbursed. If information and documentation exist to support a repeat repair claim, contact the responsible Product Support Manager for authorization to submit the claim for review. The Dealer will be paid one time only for repairs or adjustments unless a known product problem is involved or a part failure occurs. Wirtgen America will not pay for substandard repairs.

4.5.4 Accommodation

Accommodation will be paid upon pre-approval up to \$120.00 per night.

4.5.5 Parts and Vendor Component Coverage

Wirtgen America will, at its election, provide a new or rebuilt part in place of any part which upon inspection is found to be defective in material or workmanship during the warranty period. Such part will be repaired or replaced without charge to the Customer from a Wirtgen America representative or an authorized Dealer during normal working hours. Wirtgen America reserves the right to conduct the repair of the machine or replacement of the part at the job site.

Note:

- Freight costs are not covered under warranty.

4.5.6 Track Roller Parts Warranty (Wirtgen products only)

Track rollers are wear items. Claims for track rollers are subject to be prorated. Wirtgen America will file track roller claims with the manufacturer. Warranty consideration for track rollers requires the return of the rollers to Wirtgen America, who will forward defective rollers for inspection and analysis. Track roller claims must be accompanied by a Track Roller Failure Report (Enclosure 7) indicating the serial number of the track frame and the location and position of the defective roller in the track frame. Warranty claims submitted without this form will be returned as denied. Claims may be resubmitted via mail within 10 days only with the completed Track Roller Failure Report attached.

Note:

- Repairs caused by lack of or improper maintenance of the machine are not reimbursed.
- Any warranty claim for track rollers must indicate the serial number of the track frame.
- Review the following report – Oil Leakage Assessment of Track Rollers – before filing a track roller claim.
- Find more track roller information regarding function, wear and maintenance on http://www.partsandmore.net/en/content.aspx?fl_num=FT&id=4&pageID=405



Oil Leakage Assessment of Track Rollers by Andreas Lipinski

1. Case Study

The undercarriage component track rollers are generally subjected to high loads during operation. Due to the operating conditions of construction machinery, especially the sealing areas of the roller which are heavily stressed by external influences such as dirt.

In practice it repeatedly happen that track rollers are prematurely removed by users if only a little amount of lubricant shows. In many cases it is assumed – mostly without really knowing the correlation – which this is caused by a defective seal. After closer investigation, however, it is very often found that this is not a real leakage in the typical sense but just the lubricant showing under the normal loading of the track roller.

Although in field operation it is not so easy to differentiate between the two cases, the following shall give some advice for a better assessment, above all, because this also plays a role with regard to environmental aspects which most users consider important.

2. Appearance of Leakage on Track Rollers of Excavators and Tractors

Principally, there are three points at which leakage on track rollers may appear [1]:

- At the filling hole plug
- Between track roller and bracket (O-ring of the shaft)
- Between track roller and flange of bracket (floating ring seal).

Oil traces between roller shell and bracket flange (area of the floating ring seal) are the most frequent cause for track rollers removal by the user. In the past, these cases were left unclear whether the roller was leaky or the lubricant showing is just a normal functional effect. In the case of the latter, this is normally called a “sweating” track roller.

2.1 Leaky Track Rollers

Track roller leakage becomes visible in the following way:

- Oil traces are clearly visible in the area of the bracket seal of the track roller.
- The track roller always remains wet and does not get dry.
- In the advanced stage of leakage drops are formed finally leaving oily shoes which are well recognizable after a longer stand still of the machine.

This case of damage has been explained in detail under [1] so that at this point a further explanation is not required.

It should, however, be mentioned that in these cases the roller must be removed for repair. If it cannot be repaired, the roller must be replaced.

2.2 “Sweating” Track Rollers

For functional reasons, a floating ring seal must always float on an oil film to work properly. Here, it often happens that the oil is “sweating” which can be regarded as normal from the structural point of view.

“Sweating” track rollers can be easily identified by slight oil traces on the roller shell although the oil is bound by dirt and dust already after a short period of operation. Principally, track rollers which are commercially available today are designed with an oil amount that allows oil losses due to “sweating” and will not cause a failure.



“Sweating” of track rollers may have the following causes:

- During assembly, seals are mounted in oily condition. This oil may show on the roller shell after commissioning.
- Due to the geometric design of floating rings the oil gets from the floating area cone through the seal face up to the seal gap. This oil may also show during operation (Section 5).
- During dirt collection in the external mounting space of the seal, floating rings may, under the influence of sudden axial motions, move away from each other temporarily leaking oil.
- If the machine is not used for a longer time, in particular, if the soil is frozen, floating rings may stick together. If the machine is taken into operation again, seals break free and some oil leaks temporarily.
- A kind of sweating effect may also be produced in winter (under cold conditions) when floating rings temporarily move off due to the changed elasticity of the O-rings until the roller has reached operating temperature.

3. Investigation

Over two years INTERTRACTOR AG has carried out systematic investigations on leaky rollers of various sizes having been in operation for 500 to 4000 hours.

The objective of these investigations was to find out if oil traces are due to a principal defect of the seal. Prior to disassembly, track rollers were inspected visually for external damages and the existing oil amount of each roller was assessed by quality and quantity. Then rollers were dismantled and the inside wear was measured. The bearing and the floating ring seal (floating ring and O-seal) required for the sealing of the roller as well as their retainer at the roller shell and bracket were assessed visually and also measured.

4. Results of Investigations

Checking the oil amount of the investigated track rollers proved that about 80% of the rollers still had the total oil amount or an amount of oil sufficient for the functioning of the roller. This means that a removal of the rollers was not necessary.

A dimensional check of the rollers did not show any obvious abnormalities. The bearings in the roller shell showed more or less wear which, however, is to be considered as normal. The wear of the bearing which is due to the loading of the roller does not affect its function.

As a result of visual tests of tract rollers and roller components and leak tests, it was proved that floating ring seals did not suffer any functional shortcomings. Thus, based on those comprehensive investigations, it could clearly be stated that the majority of “leaky” rollers were just a result of the normal functioning of floating ring seals.

For a better illustration of the correlation explained in this section, the follow is pursuant to [2] and describes again in more detail the cause of the “sweating” effect of rollers, in particular with regard to the normal functioning of the seal.

5. Structural Design and Function of the Floating Ring Seal

The floating ring (fig.1) seal consists of two metal rings of the same shape each elastically embedded in an O-ring [2].

The O-rings are designed for torque transmission and for the static tightness of the floating rings.

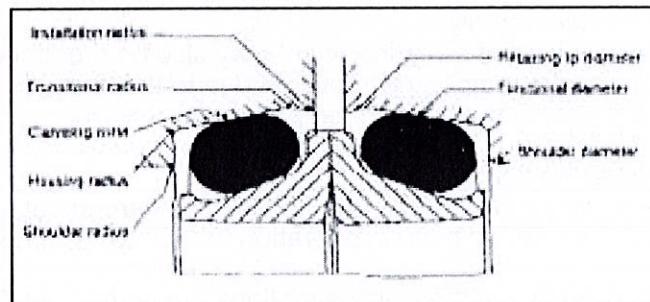


The seal is arranged in the roller in such a way that one of the two floating rings is rotary (roller shell) and the other one (bracket) is stationary.

The axial force required for the sealing is achieved by compression of the O-rings between the tension cones of the floating rings and the location borings on roller shell and bracket.

The contact surfaces of the floating rings (floating surfaces) are lapped. From these contact surfaces, the rings are wedge-shaped at a specific angle. The rings seat with their floating surface (lapping or sealing face) upon another and form a gap which is tapered towards the axis. Through this gap the lubricant gets easily to the seat faces.

During operation of the track rollers the seal faces continuously shift towards the internal diameter due to wear. Therefore, the wear reserves are relatively high and are generally sufficient for the service life of a roller in a construction machine. Life limit is reached when the floating surfaces have completely moved to the internal diameter of the floating ring.



A proper function of the seal is only granted if the floating surfaces are separated from each other by a good bearing oil film (mixed friction). Through capillary action during rotation, the lubricant gets into the seal gap. This provides an adequate lubricating and cooling effect preventing a cold welding of the sealing faces.

Due to this function, a minor amount of lubricant shows at the external sealing gap which is not to be regarded as leakage, but indicates the optimum design and proper function of the floating ring seal.

6 Conclusions

The results of investigations derived from the functioning of a floating ring seal showed that about 80% of rollers which have been removed for failure analysis were "sweating" rollers.

This means that many track rollers tested for leakage did not have to be removed; i.e., it shows that proper assessment of the rollers would have reduced costs and prevented downtime periods of the machine.

For these reasons, track rollers showing oil traces described as "sweating" rollers should not be removed immediately.

This article should help to make a correct assessment of the real conditions.

References:

- [1] Kotte, G: Verschleiss an Kettenlaufwerken von Baumaschinen Verlagsgesellschaft Rudolf Muller GmbH, Roeln-Braunsfeld 1984
- [2] Prospekt Laufwerksdichtungen Ausgabe 8939G9-2/94 AF Goetze GmbH. 51388 Burscheid.



4 Warranty Policy

4.1 General Procedure

Warranty claims must be sent from the authorized Dealer to the Wirtgen America Warranty Department. A Warranty Claim Form (Enclosure 4) must be completed, whereby one failure of a specific machine must be listed on the warranty form; Wirtgen America supplies a separate warranty claim number for each claim. The warranty claim number must be indicated on any correspondence and on any part affected by warranty. Serial numbers must be provided for all major components replaced, such as gear boxes, hydraulic pumps, motors, electronic components, etc. Serial numbers must be provided for the original as well as the replacement part.

Failure of Hydraulic components or gear boxes require oil samples be taken prior to repair and made available if requested by Wirtgen America.

Note:

- Any warranty authority resides with the Wirtgen America Product Support Manager
- One claim per failure, per machine
- Each product division has the right to request additional documentation up to 120 days from claim settlement. Request could include service reports, photos, inspection forms, part failure forms, etc.

4.2 Pre-Authorization Requirements

Certain repairs and claims require pre-authorization. The Dealer is responsible for obtaining and documenting pre-authorization when required. Pre-authorization does not exempt the Dealer from complying with warranty provisions outlined in this manual, including documentation of labor hours.

Photographs in hard copy or digital form may be required to substantiate any claim.

The Claim Pre-Authorization Form (Enclosure 5) must be submitted via e-mail to the responsible Wirtgen America Product Support Manager or the Warranty Department for approval. Once the pre-authorization is approved, the Dealer will receive detailed instructions on how to continue the process of filing the claim. The claim must be submitted within 30 days of receiving the approval.

The following situations require pre-authorization:

- a) Accident claims: Any condition that could have contributed to personal injury or property damage
- b) Machine modification: Welding, painting, fabrication
- c) After-warranty repairs: Repairs made to any machine that is beyond the parameters of the warranty by months or hours

4.3 Warranty Periods

4.3.1 New machines 12 MONTHS/1000 Hours

- The machine warranty time period with any Wirtgen, Vögele or Hamm product is twelve months from commissioning or 1000 operating hours; whichever occurs first.
- The machine warranty time period with any Kleemann product is twelve months from commissioning or 2000 operating hours; whichever occurs first.
- The engine warranty is covered by the engine manufacturer.



- Dealers are responsible for registering the Carlson Screed directly with Carlson when the machine is registered. Contact Carlson Paving Products, Inc. for forms and warranty details at carlsonpavingproducts.com

4.3.2 Rental / demonstration machines

- The warranty period is twelve months or 1,000 hours, whichever comes first on a machine. Warranty begins on a rental machine on the first day rented.
- In the case of a demo machine, warranty begins after reaching 50 operating hours provided that it is a new machine.

4.3.3 Machines stocked at the Dealer's premises

Units in inventory for more than 24 months will not be registered for warranty – units in inventory for more than 12 up to 24 months will be reviewed for warranty coverage eligibility on a case by case basis.

- This does not include the engine if it is beyond the engine manufacturer's guidelines.

4.3.4 Used or previously owned equipment

- Warranty terms and conditions of used machines are subject to the specific sales agreement.

4.3.5 Repaired Parts

- Warranty terms and conditions for repaired or re-manufactured parts are subject to the specific agreement.

4.3.6 Machine Parts

- Parts are warranted for 1 year or 1000 hours, whichever comes first.
- Parts replaced under warranty, while the machine is in the standard warranty period, take on the remainder of the machine warranty. If the part fails a second time it takes on the original warranty of the machine part replaced.
- A replacement part used in the normal course of repair has a warranty period of 1 year or 1000 hours, whichever comes first. (See section 7 – Service Parts Warranty).

4.3.7 Track Rollers

- Track Rollers are considered wear items. Claims filed for track rollers are subject to be prorated. The Track Roller Failure Report Form (Enclosure 7) must accompany the claim.

Note:

Wirtgen America strongly recommends purchasing warranty extensions before the initial start-up if the machine is scheduled to be a rental or a demo unit.

4.4 Warranty Exclusions

The following parts, fluids, services, or failures are not covered by this warranty:

- a) Adjustments to bring the machine performance beyond specified standards
- b) Regular maintenance and adjustments required (tightening nuts, bolts, fittings, bulbs, etc.)
- c) Adjustments to correct prior improper or incomplete Dealer adjustments or adjustments that are prohibited in a publication
- d) Performance tolerance levels within $\pm 10\%$ of published specifications
- e) Replacing or adding fuel, Hydraulic and lubricating oil, grease and anti-freeze, air/filter inserts and replacement parts as the result of normal maintenance requirements, normal use, and/or wear and tear



- f) Failure of attachments or components that were not supplied by the manufacturer
- g) Damage caused by non-authorized conversion or modification
- h) Failure of or subsequent damage to original parts caused by the use of non-genuine parts
- i) Damage due to the use of contaminated or improper lubricants, anti-freeze, or fuel
- j) Failures resulting from improper application, operation, maintenance, or repair practices
- k) Damage resulting from improper or non-adherence to maintenance procedures or schedules during the warranty period
- l) Damage resulting from negligence and accidents or damages caused by abuse, misuse, vandalism, theft, fire, or natural disaster
- m) Any consequential costs such as downtime, commercial loss, lost wages etc., as well as replacement costs such as leasing, renting etc.
- n) Costs incurred due to application issues or incorrect work performed
- o) Towing, hauling, loading, unloading, and any transportation costs
- p) Freight costs or storage costs
- q) Mileage, bridge, and road tolls
- r) Shop supplies and any type of surcharges
- s) Expenses such as meal or entertainment costs
- t) Transport damage or loss
- u) Repairs required as the result of improper handling, storage or protection
- v) Costs for non-authorized work
- w) Time to trouble shoot, identify and order parts as well as time spent on calls for diagnostic assistance. Reference section 4.5.2, page 22. All unusual situations requiring abnormal labor or travel hours will require pre-approval and documentation.
- x) Telephone or any other communication expenses
- y) Engines are warranted directly by the manufacturer of the specific engine
- z) Parts damaged due to chemical, electro-chemical, or similar effects
- aa) Machines forwarded outside the USA or Canada
- ab) Machines having an Hour meter which was tampered with

Note:

- All maintenance must be performed according to the Maintenance Manual to avoid warranty claim denial.
- Maintenance costs are the responsibility of the Customer.

4.4.1 Non-Warrantable Parts

Wirtgen Products:

Engine, tires, track pads, chains & rollers, batteries, clutches, teeth, holders, drive belts, conveyor belts, hoses, lights, bulbs and any wear or maintenance parts.

Vögele Products:

Engine, pads, drive chains, drive belts, hoses, lights, bulbs, batteries, any wear or maintenance parts.

Hamm Products:

Engine, tires, scrapers, batteries, hoses, lights, bulbs and any wear or maintenance parts.



Kleemann Products:

Engines, track pads, batteries, drive chains, blow bars, jaw plates, screen meshes, liner plates, crush-er bearings, screen bearings, conveyor bearings support elements (springs, rubber, bumpers), conveyor belts, scrapers, seal elements, hoses, lights, bulbs and any wear or maintenance parts.

4.4.2 Software Updates

- Only software updates provided by a Technical Service Bulletin (TEI) will be able to be claimed by warranty. Dealerships will be formally notified with instructions for repairing and filing claims for required TEI Campaigns.
- Whenever possible software updates should be included with regularly scheduled visits or service calls.
- If software is considered to be at fault, a Pre-Authorization must be submitted to the responsible Wirtgen America Product Support Manager or the Warranty Department for approval.

4.5 Warranty Coverage

The Dealer should consult the responsible Wirtgen America Product Support Manager for analysis of the failure and suggested remedies on machines. The primary goal of consultation is to solve the problem by phone with either the Dealer or the Customer's service personnel, establish an estimate of repair time, and get the machine back in service promptly.

Note:

Do not disassemble complete assemblies such as Hydraulic motors and pumps, water pumps, gear boxes, etc., while the machine is within the parameters of warranty. Assemblies should be replaced not repaired (Exception: Disassembly instructed by the responsible Product Support Manager).

4.5.1 Estimated Repair Times

Wirtgen America does not obligate their Dealers to estimate times of repair, but it does expect trained and well-equipped Dealer technicians to perform the warranty repair in a time close to the estimate established during consultation with the responsible Product Support Manager.

4.5.2 Labor and Travel Time

Warranty Rates will be established at the time a new Dealer is appointed by Wirtgen America. Rate change requests can be made after the dealers rate has been in effect for a minimum of one year. Refer to Enclosure 7.

- Shop rate
- Field Rate

These rates are to be 75% of the Dealers published charge-out rates for service labor and travel. Copies of the Dealer technician's time card, service report, or both must document labor and/or travel time spent.

Note:

- All unusual situations requiring abnormal labor or travel hours will require pre-approval and documentation. Overtime is applicable to "machine down" conditions only, and 75% of the Dealer's posted overtime rate will be paid. Premium labor rates for overtime, weekend, or holiday work will not be paid unless specifically authorized by the responsible Wirtgen America Product Support Manager.



4.5.7 Rubber Track System Warranty (Vögele Products Only)

4.5.7.1 Warranty Coverage

Wirtgen America provides warranty coverage for defects in material and workmanship with rubber track system components on paving equipment as listed below. Failures due to a lack of maintenance and or improper operation are not covered under any circumstances.

4.5.7.2 Parts Covered Under Warranty

1. Rubber tracks
2. Drive, idler and bogie wheels
3. Track frames
4. Idler arms

4.5.7.3 Labor Coverage

Labor for parts replacement is covered under warranty conform to the terms and conditions in this policy.

4.5.7.4 Warranty Period

During the first 12 months or 1000 hours of service, whichever occurs first, a free replacement is provided if the failed parts fall within the terms and conditions of this warranty. Beginning with the 13th month and up to 36 months or 3000 Operating hours – whichever occurs first, the warranty on parts is prorated. As an example: a track that has been in service for 20 months will be replaced at 20/36, i.e. Wirtgen America would provide a credit of 44.4% of the original purchase price.

Note:

- In addition any other warranty terms or conditions stated in this manual are in effect.

4.5.8 Non-Wirtgen Parts

Non-Wirtgen parts are reimbursed only when completing an emergency repair and are specifically excluded from any Wirtgen America Warranty. Parts are reimbursed at actual cost not to exceed the cost of the applicable genuine Wirtgen Group part. Costs must be confirmed with an invoice.

Note:

- The non-Wirtgen part must meet the standards and specifications of the genuine Wirtgen Group part.
- A non-Wirtgen part should not be installed on a new machine in Dealer stock.
- Send the original invoice with the returned parts.

4.5.9 Engine Warranty

The engine is subject to the warranty terms and conditions of the engine manufacturer.

4.6 Dealer Warranty Claim Processing

The Dealer must carry out warranty work promptly upon the Customer's request. The warranty claim form (Enclosure 4) must be submitted to the Warranty Department within 60 days of the failure date and 30 days of the repair date.



Discard the claim forms received with the machine; only use the warranty claim form provided by the Wirtgen America Service Department.

The following requirements apply to the preparation of all warranty claim forms:

- All inquiries and correspondence regarding warranty claims should be communicated while using the Wirtgen America claim number (Wirtgen America does not identify claims using the dealer in-house work order number).
- Additional claim forms should be used for parts and labor overflow.
- Provide documentation supporting service technician's labor hours and travel. Attach copies of technician's service reports to support labor hours (Wirtgen America may require documentation for labor and travel on any claim).
- Labor hours and travel hours must be claimed separately. Provide the number of hours and the hourly warranty rate.
- Provide copies of invoices for sub-let repairs.
- Use a manufacturer part number to indicate the part's failure even if the part is actually purchased locally (this will ensure identification of the failed part). Place parentheses around the genuine part number and write "local" in place of the invoice number. A copy of the invoice for any part not purchased from Wirtgen America must be provided. The non-Wirtgen Group part must not exceed the cost of the Wirtgen Group part.
- Claim forms must list original and replacement part serial numbers of electronic and Hydraulic parts must have a serial number (controllers, tracer, slope sensors, pumps, motors etc.).
- E-mail the completed warranty claim form to the Wirtgen America Warranty Department for processing; warranty.america@wirtgen-group.com

Note:

- The warranty claim form must be filled out in its original format and electronically submitted as an e-mail attachment.
- Supporting documentation must be legible and may be submitted electronically with the claim.
- The warranty claim form and instructions for completion are included in this manual.

4.6.1 Warranty Parts Return Procedure

Defective parts may be returned to Wirtgen America only after approval and obtaining a Return Goods Authorization (RGA). Dealers are required to hold all defective warranty parts for 120 days from the date credit is given or the claim is denied.

Note:

- Legal Parts - Parts involved in accidents, personal injuries, or property damage must not be scrapped until authorized by Wirtgen America.

There is no mandatory parts return list; any part may be recalled for inspection. However, hydraulic parts, motors, pumps, gear boxes, planetary, track rollers, controllers, electronic consoles, CGC displays, milling depth regulators, tracers, sonic sensors, etc. must always be returned to Wirtgen America.

Note:

- Do not return parts COD. Parts shipped COD will be refused.
- Freight costs are not covered under warranty.
- A RGA is required for the return of any parts.



4.6.2 Preparation of Parts and Return Shipments

Parts should be tagged and prepared for return as follows:

- Drain all parts of oil and fluids.
- Clean parts before returning.
- Pad any parts that could be damaged in transit.
- Do not ship large or heavy parts in the same carton with smaller, lighter parts.
- Be certain that all parts are complete and assembled. Do not disassemble any warranty part.
- The RGA number must show on the outside of the box/crate or on the shipping label.
- Enclose a copy of the RGA form as the packing list.

Note:

- Failure to return requested parts within 30 days will result in claim denial.
- - No parts return is allowed without a Return Goods Authorization. Shipments without a proper RGA will be returned to the sender.
- Parts shipped prior to draining or clean-up are subject to a \$450.00 clean-up fee.
- Air Condition units must be free of Freon Gas before shipping.

4.7 Wirtgen America Warranty Claim Processing

The Wirtgen America Warranty Department will review the warranty claim for registration and technical evaluation purposes. Defective parts must be returned to the Warranty Department immediately upon request after receiving a RGA number. The warranty claim numbers must be clearly referenced on the packing list. The Warranty Department will notify the Dealer of the decision in writing.

Note:

- All credits are subject to the final vendor decision after inspection.
- Documents are to be available for all repairs. This includes photos and detailed service reports to document the initial fault, troubleshooting procedures that were performed and the conclusion of the fault being repaired.
- All labor only claims require before and after photos of the repair to be submitted with the claim. Example – repairs to wiring, hydraulic leaks, welding.

4.8 Back Charges

Payment for warranty, policy, or service parts may subsequently be charged back if the payment proves to be unjustified. Back charges are made for claims that are duplicated, unsubstantiated, or not meeting the requirements stated in this manual (an example of a charge back would be credit issued for a part returned as defective, but inspection and analysis by the manufacturer reveals no problem with the part).

4.9 Appeals Procedure

If the warranty applicant believes a denied claim is not justified and wishes to appeal, it is not necessary to generate a new claim. Additional justification for the claim along with any supporting documentation such as technician's service report, etc., must be sent via email or fax to Wirtgen America's Warranty Department on the Dealer's letterhead. The appeal must reference the denied claim number and be sent electronically within 15 days of the original denial.

4.10 Dealer Warranty

The selling Dealer implies no additional warranty on any item covered by this warranty, and provides no warranty on other items unless he delivers a separate written warranty certificate to the Purchaser. The Dealer has no authority to make any representation or promise on behalf of Wirtgen America or to modify the terms or limitations of this warranty in any way.

4.11 Parts Warranty Reimbursement

Wirtgen America reimburses warrantable parts at 80% of the list price for claims received within the allowed filing period of 60 days of the failure date and 30 days of the repair date. Claims received after the filing time limit will be reimbursed at the invoiced price. Claims will be considered received when the complete and correct information requested on the claim is provided. Requests for additional information to correct the claim will delay the date that the claim is received. Parts purchased below 20% discount are reimbursed at dealer net purchase price.

4.12. Extended Warranties

Wirtgen America is offering several Extended Warranty Programs. Terms and Conditions are specific to a machine and are provided with the sale of the program.

National Accounts

The dealer should note on the Registration the National Account Group. E-mail the Registration and Machine Inspection and Receiving Report to warranty.america@wirtgen-group.com.

Extended Warranty Plans are inclusive of the standard warranty, i.e. a 2 Year / 2000 Hour Full Machine Warranty expires after 2 years from the date of start-up or 2000 operating hours, whichever occurs first.

4.13 Policy

On occasion a situation may arise when the Wirtgen America Product Support Department will accept claims outside the warranty policy. Special allowances will be made on an individual basis and do not represent an admission of liability by Wirtgen America. Wirtgen America's Product Support Manager may authorize repairs not covered by warranty or credit repairs after the machine is no longer within the parameters of Wirtgen America's warranty when, in his opinion, an owner deserves consideration for beyond warranty repair. The Dealer should not make any commitment to a machine owner without first obtaining Wirtgen America's authorization.

4.14 Limitation of Liability

The remedies of the user set forth under the provisions of warranty outlined above are exclusive and the total liability of Wirtgen America or its Dealer with respect to the sale of the equipment and service furnished hereunder, in connection with the performance or breach thereof, or from the sale, delivery, installation, repair or technical direction covered by or furnished under this sale whether based on contract, warranty, negligence, indemnity, strict liability, or otherwise shall not exceed the purchase price of the unit of equipment.

Wirtgen America, Suppliers, and Dealers shall in no event be liable to the User, any successors in interest, or any beneficiary or assignee relating to this sale for any consequential, incidental, indirect, special, or punitive damages arising out of this sale or any breach thereof, or any defects in, or failure of, or malfunction of the equipment under this sale whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation of the equipment, cost of purchase of replacement power



or claims of users or Customers of the user for service interruption whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability, or otherwise.

4.15 Statement of Warranty

Wirtgen America warrants such equipment, parts, and other products as are manufactured by Wirtgen America against defective material or workmanship for a period of twelve months after date of first delivery or for 1,000 hours of use with any Wirtgen, Vögele and Hamm product and 2000 hours of use with any Kleemann product, whichever comes first, provided that the Buyer sends Wirtgen America a notice of the defect within 30 days of its discovery and clearly establishes that (1) the equipment, parts, etc., have been properly installed and setup, maintained, and operated within the limits of rated and normal usage and (2) that the defect did not result in any manner from the intentional or negligent action or inaction of the Buyer; further provided that Buyer cannot establish that conditions (1) and (2) have been met, then this warranty shall not cover the alleged defect. Failure to give notice of defect within such period shall be a waiver of this Warranty and assistance rendered thereafter shall not extend or revive it. **WIRTGEN AMERICA MAKES NO SUCH WARRANTIES WITH RESPECT TO PARTS OR EQUIPMENT NOT MANUFACTURED BY WIRTGEN AMERICA, SUCH AS ENGINES, MOTORS, CLUTCHES, SPEED REDUCERS, PUMPS AND OTHER ASSEMBLES, VALVES, SOLENOIDS, AND OTHER PARTS AND ACCESSORIES.** Accessories, assemblies, and components included in products of Wirtgen America, which are not manufactured by Wirtgen America, are subject only to the warranty of their respective manufacturers.

This warranty shall not cover misuse, alteration, abuse, negligence, accident, acts of God, sabotage, or any item on which serial numbers have been altered, defaced, or removed but shall be limited to repair or replacement, F.O.B., Wirtgen America facility, of those parts which upon inspection by Wirtgen America appear to have been defective in material or workmanship. Wirtgen America will, at its option, use genuine Wirtgen Group or remanufactured parts. Wirtgen Group replacement parts that are used in a repair are covered by the Wirtgen America replacement warranty. Parts such as liners, cutting edges, rubber flashing, conveyor belting, castings, vibrators, teeth, and other wear parts, which are subject to wide variations or destructive service, are not covered by this Warranty and are the maintenance responsibility of the Buyer from the beginning of operation. **THIS WARRANTY IS LIMITED TO THE BUYER AND IS NOT ASSIGNABLE OR OTHERWISE TRANSFERABLE.**

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS OF ANY PRODUCT OR GOODS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITIES ON WIRTGEN AMERICA'S PART, AND WIRTGEN AMERICA NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR WIRTGEN AMERICA ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF WIRTGEN AMERICA'S PRODUCTS. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

LIMITATION OF LIABILITY

It is agreed that in the event of breach of any warranty by WIRTGEN AMERICA the liability of WIRTGEN AMERICA shall be limited exclusively to the remedies of repair or replacement of defective parts covered by the Warranty set forth in the paragraph **WARRANTY ON EQUIPMENT** above and that such repair and replacement shall be Buyer's sole and exclusive remedy. WIRTGEN AMERICA shall not have any liability whatsoever for loss of use or for any other incidental, consequential, or other damages or losses resulting from a breach of warranty, such as, but not by way of limitation, labor costs, loss of profits, loss of use of other than equipment, third party repairs, personal injury, emotional or mental distress, improper performance of work, penalties of any kind, loss of service of personnel, or any other damages or losses which may be experienced by the Buyer.

Wirtgen America, Inc.
Wirtgen America Machine Warranty WAI 08-13/Rev 2-05

EXHIBIT S

State Contract ID # _____

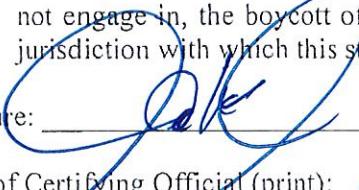
Federal-Aid Project # _____

State _____ Alabama _____

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

I, the undersigned, certify to the State of Alabama as follows:

- a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312.
- b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

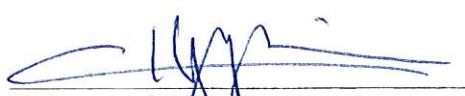
*Signature: 

*Name of Certifying Official (print): James W. Steeple Jr.

*Title: SVP/CFO

Date of Certification (mm/dd/yyyy): 11-17-2025

The above Certification was signed in my presence by the person whose name appears above on this 17 day of NOVEMBER, 20 25.


Signature of Witness

ANDREW S. HUGGINS

Printed Name of Witness



***State of Alabama
Department of Revenue***

Certificate of Compliance

Tractor & Equipment Company is found to be in compliance for purposes of the issuance of a Certificate of Compliance from the Alabama Department of Revenue. An examination of the Alabama Department of Revenue's records for the following accounts: Corporate Income, Excise, Pass Through Entity, Business Privilege, Business & License Tax, Withholding, International Fuel Tax Agreement, International Registration Plan, and Sales and Use Tax, reveals that the aforementioned taxpayer/entity has filed all applicable tax returns and paid the tax or taxes, interest amounts, and any penalties that were reported due for all tax returns, assessments, and/or audit liabilities that were owed, as of November 17, 2025. No representation is made as to the accuracy of the amounts reported. Like all taxpayers, this taxpayer is subject to audit and billing for additional amounts for periods within the statute of limitations.

*IN WITNESS WHEREOF, I hereunto set my hand this
date of November 17, 2025.*

A handwritten signature in black ink, appearing to read "Wanchel J. Rea".

Disclosure Officer

**Phone: 334-242-1189
Fax: 334-242-1030**

Request Date: November 17, 2025
Request Code: 25111710048790



Company ID Number:571783

Client Company ID Number:1453697



Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Tractor & Equipment Co Inc
Company Facility Address	5336 Messer Airport Highway Birmingham, AL 35212
Company Alternate Address	PO Box 12326 Birmingham, AL 35202
County or Parish	Jefferson
Employer Identification Number	63-0211767
North American Industry Classification Systems Code	Merchant Wholesalers, Durable Goods (423)
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	22