

# Document A310<sup>TM</sup> – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: Bid Bond

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Modern Machinery Co., Inc.

101 International Drive

Missoula, MT 59808

### OWNER:

(Name, legal status and address)

City of Missoula

435 Ryman Street

Missoula, MT 59802

### SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company

202B Hall's Mill Road

Whitehouse Station, NJ 08889

State of Inc: Indiana

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Ten Percent (10%) of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

One (1) Towable Vibratory Screen Plant

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of February, 2024

*Roy Addy*  
(Witness)

*Aimee Cavill*  
(Witness) Aimee Cavill

(Principal) *Matthew Bucklin* (Seal)  
Modern Machinery Co., Inc.

(Title) Matthew Bucklin, CFO

(Surety) *Heidi Arnson* (Seal)  
Federal Insurance Company

(Title) Heidi Arnson, Attorney-In-Fact



**Power of Attorney**

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

**Know All by These Presents.** That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Heidi Arnson, Aimee N. Cavill, Elaine Gray and Terry Payne of Missoula, Montana**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

**In Witness Whereof**, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **27<sup>th</sup>** day of **June, 2019**.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this **27<sup>th</sup>** day of **June, 2019**, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*

Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:  
"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **13th day of February, 2024**.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



## INVITATION TO BID

Notice is hereby given that sealed bids will be received at the City Clerk's Office, City Hall, 435 Ryman Street, Missoula, MT 59802-4297 until 1:00 p.m., Wednesday, February 14<sup>th</sup>, 2024 and will be opened and publicly read via a Teams meeting at 2:00p.m. As soon thereafter as is possible, a contract will be made for the following:

### Purchase of one (1) Towable Vibratory Screen Plant.

Bidders shall bid by City bid proposal forms, addressed to the City Clerk's Office, City of Missoula, enclosed in separate, sealed envelopes marked plainly on the outside, "Bid for One (1) Towable Vibratory Screen Plant, Closing at 1:00 p.m., Wednesday, February 14<sup>th</sup>, 2024".

Pursuant to Section 18-1-102 Montana Code Annotated, the City is required to provide purchasing preferences to resident Montana vendors and/or for products made in Montana equal to the preference provided in the state of the competitor.

Each and every bid must be accompanied by cash, a certified check, bid bond, cashier's check, bank money order, or bank draft payable to the City Treasurer, Missoula, Montana; and drawn and issued by a national banking association located in the State of Montana or by any banking corporation incorporated under the laws of the State of Montana for an amount which shall not be less than ten percent (10%) of the bid, as a good faith deposit. The bid security shall identify the same firm as is noted on the bid proposal forms.

No bid will be considered which includes Federal excise tax, since the City is exempt there from and will furnish to the successful bidder certificates of exemption.

The City reserves the right to determine the significance of all exceptions to bid specifications. Products or services that do not meet bid specifications must be clearly marked as an exception to the specifications. Vendors requesting inclusion or pre-approved alternatives to any of these bid specifications must receive written authorization from the Fleet Maintenance Director a minimum of five (5) working days prior to the bid closing.

The City reserves the right to reject any and all bids; and if all bids are rejected, to re-advertise under the same or new specifications, or to make such an award as in the judgment of its officials best meets the City's requirements. The City reserves the right to waive any technicality in the bidding, which is not of substantial nature.

Any objections to published specifications must be filed in written form with the City Clerk prior to the bid opening at 1:00 p.m., Wednesday, February 14<sup>th</sup>, 2024. Bidders may obtain further information and specifications from the City Fleet Maintenance Division at (406) 552-6387. Bid announcements, bidding documents, and bid results are posted on the City's website at [www.ci.missoula.mt.us/bids](http://www.ci.missoula.mt.us/bids).

Claire Trimble  
City Clerk

Publish: January 28, 2024  
February 4, 2024

	Meets Specs	Does Not Meet Specs
Two deck hydraulic adjustable inclined screen 4' x 8' (min) with adjustable discharge chutes.	<u>X</u>	<u>          </u>
Main feed conveyor 30" x 47' (min).	<u>X</u>	<u>          </u>
Belt Feeder 24" x 5' (min), 3 ply belt.	<u>X</u>	<u>          </u>
Engine shall be diesel meeting current EPA standards with minimum rating of 70 HP, 12 volt starting system, 40 gallon minimum fuel tank with manual drain port, and safety shut down system.	<u>X</u>	<u>          </u>
Two stage hydraulic pump for power raise & lower, and power adjust incline screen, 60-gallon hydraulic tank with filter system.	<u>X</u>	<u>          </u>

**DATE OF MANUFACTURE:**

It is the intention of the City to purchase one (1) towable vibratory screen plant. This means current model year.	<u>X</u>	<u>          </u>
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**BASIC REQUIREMENTS:**

24-hour delivery of Maintenance related parts and equipment.	<u>X</u>	<u>          </u>
Repair oriented parts shall have a 24-hour shipping availability.	<u>X</u>	<u>          </u>
All required lubricants shall be available from Montana lubrication suppliers other than OEM dealers.	<u>X</u>	<u>          </u>
Only standard (SAE) or metric bolts, nuts, etc. will be allowed.	<u>X</u>	<u>          </u>
APPLICABLE STANDARDS (All standards referenced shall be of the most current revisions.) Must meet the following standards:	<u>X</u>	<u>          </u>

**GOVERNMENTAL:**

Federal Motor Vehicle Safety Standards (FMVSS).	<u>          </u>	<u>          </u> NOT SURE
Environmental Protection Agency (EPA) standards.	<u>          </u>	<u>          </u> NOT SURE
State of Montana Motor Vehicle Code standards.	<u>          </u>	<u>          </u> NOT SURE
Occupational Safety and Health Administration standards.	<u>X</u>	<u>          </u>



	Meets Specs	Does Not Meet Specs
All exposed exhaust piping must be shielded or guarded to prevent operators from burning themselves on hot exhaust pipes or by hot exhaust.	<u>X</u>	<u>      </u>
Must have lighting, reflectors, mud flaps, reflectors, reflective tape per applicable road authority regulations necessary for legal towing.	<u>X</u>	<u>      </u>

### **DELIVERY:**

Unit will be delivered F.O.B. to:  
1305 "B" Scott Street  
Missoula, Montana 59804

All delivery, transportation, and shipping charges are included in bid price. However, City may choose to arrange for delivery at its expense upon mutual agreement for a negotiated purchase cost reduction.

All services will be performed prior to delivery and unit will be clean and free of defects.

Manufacturer's Statement of Origin (MSO) and Title Application must be prepared and available at delivery.

<u>X</u>	<u>      </u>
<u>X</u>	<u>      </u>
<u>X</u>	<u>      </u>

### **LIGHTS AND LIGHTING:**

All lighting must be DOT approved and in compliance with Federal Motor Carrier regulations. All of the lights shall be LED where LED is applicable.

Unit must be equipped with flashing LED lights that are visible for a minimum of 1,000 feet in all directions (360 degrees).

<u>X</u>	<u>      </u>
<u>      </u>	<u>X</u>

### **COOLANT AND WEATHER PACK SYSTEM:**

Cooling system will provide overheat protection for prolonged periods of high temperature operation at low engine rpm speeds (idle).

Unit must include a cold weather start package with a hot air intake injection system or an equivalent cold start package.

       X  
BLOCK HEATER

Air intake shall be mounted in such a manner to prohibit snow and water ingestion and/or blockage in extreme weather conditions.

<u>X</u>	<u>      </u>
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Meets  
Specs

Does Not  
Meet Specs

MANUALS:

All manuals and schematics are to be provided at the time of delivery.  
No exceptions will be made for unavailable or missing manuals or  
schematics. One (1) parts and one (1) complete service manual  
must be provided for the following:

Engine	<u>X</u>	<u>      </u>
Hydraulic pumps and valves	<u>X</u>	<u>      </u>
Conveyor		
Vibratory screen		
Operator's manual	<u>X</u>	<u>      </u>
Safety instruction manuals	<u>X</u>	<u>      </u>

One schematic must be provided for each of the following areas:

Electrical schematic		<u>X</u>
Hydraulic schematic	<u>X</u>	<u>      </u>

Diagnostic software and access to manufacturer's software for repair and  
maintenance must be included in the purchase. Renewal of diagnostic  
software will be provided for a three (3) year period.

<u>      </u>	<u>X</u>
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Please provide who is the responsible party to provide diagnostic software for the three years.

Company Name

Authorized Signature

Engine diagnostics Smith Power products

Roy Addyman

Towable screen plant Trab Tec

Roy Addyman

bid security shall identify the same firm as is noted on the bid proposal forms. We understand that a penalty of \$25.00 per day and/or forfeiture of bid security may result from exceeding the delivery date bid by vendor.

Submitted by: *Roy Addyman*

Company *Modern Machinery*

Authorized Signature: *Matthew Bucklew*

Name and Title *MATTHEW BUCKLEW, CFO*

Date: *2/12/2024*





Modern Machinery Co., Inc  
101 International Drive  
PO Box 16660  
Missoula, MT USA 59808

406-523-1100  
800-332-1617  
406-523-1117 Fax

February, 12 2024

Missoula Street Maintenance

ATTN: Brian Hensel

Modern Machinery is pleased to offer the following for your consideration.

## THE PRO SCREEN:

### MAIN FRAME:

1. 30" Deep truss, top and bottom rails 2" x 4" x 3/16" rectangular tube, 2" x 2" x 3/16" square wall diagonal braces.
2. Under carriage support struts 4" x 4" x 1/4" tube steel.
3. 22,500 lbs. axle with 11:00 x 22.5 dual tires, ten-hole Budd wheels, and air brakes.

SIX CUBIC YARD FEED HOPPER, 1/4" PLATE, ADJUSTABLE WEIGHTED FEED GATE.

### 14' WIDE SEPARATING GRID TYPE GRIZZLY:

1. 1" round bar on 1/2" x 6" flat bar; 5 1/2" clear opening.
2. Every other grizzly bar is joined and hinged to lift together for cleaning.

### 24" x 5' BELT FEEDER:

1. Dodge SCM bearings, 3 ply belt with 1/4".
2. Vulcanized lagged head pulley and self-cleaning wing tail pulley.
3. 12" Centers on Cema C sealed carrier rollers.
4. Side and rear swing out doors for maintenance and inspection of belt feeder.

SIDE AND REAR SWING OUT DOORS FOR MAINTENANCE AND INSPECTION OF BELT FEEDER.

### MAIN FEED CONVEYOR 30" x 47':

1. 74318DCB CESSNA motor.
2. Falk 14 to 1 ratio 4203 reducer.
3. Dodge SCM bearings and 2 ply belt 3/16" cover.
4. Close setting on Cema B sealed idlers in feed area, then 48" spacing.
5. Vulcanized lagged head pulley, self-cleaning wing tail pulley.

DEUTZ TD 2.9 AIR COOLED DEUTZ DIESEL 74 HP TIER 4 AT 2100 RPM FULL YEAR WARRANTY:

1. 12 Volt electric starting system, safety shut down system.
2. 45 gallon diesel tank.



February 12, 2024

QUOTE № 0116-24-012

**4' x 8' 2 DECK PRO INCLINE SCREEN:**

1. 80 MM Torrington spherical bearings.
2. Steel machined bearing housings.
3. Screen suspended on 116 Firestone air bags.
4. Adjustable discharge chutes.
5. Removable 2nd deck with option of harp wire type deck for fine screening.

**HYDRAULIC SYSTEM & COMPONENTS:**

1. Metaris two stage hydraulic pump.
2. Individual spool valves for conveyor and screen:
3. Additional spool valve for outside conveyors.
4. Power raise and lower with dual cross cylinders.
5. Power adjust on incline of screen with dual cross cylinders.
6. Weather head fittings and 1" R2 weather head hydraulic hose.
7. 70 gallon hydraulic tank with filter system.

**PLANT IS TOTALLY SELF CONTAINED WITH ADEQUATE POWER AND HYDRAULICS TO RUN PLANT AND TWO OUTSIDE 30" x 50' CONVEYORS**

**Purchase Price; \$ 182,856.00\***

\*

**FOB: , Missoula, MT**

**Estimated delivery End June**

\*

**Price includes freight to Missoula and installation of plant putting hopper on and axels\***

**Added OPTIONS:**

**VARIABLE SPEED ON BELT FEEDER:**

**LED TAIL LIGHTS, LED STROBE LIGHT AND MUD FLAPS:**

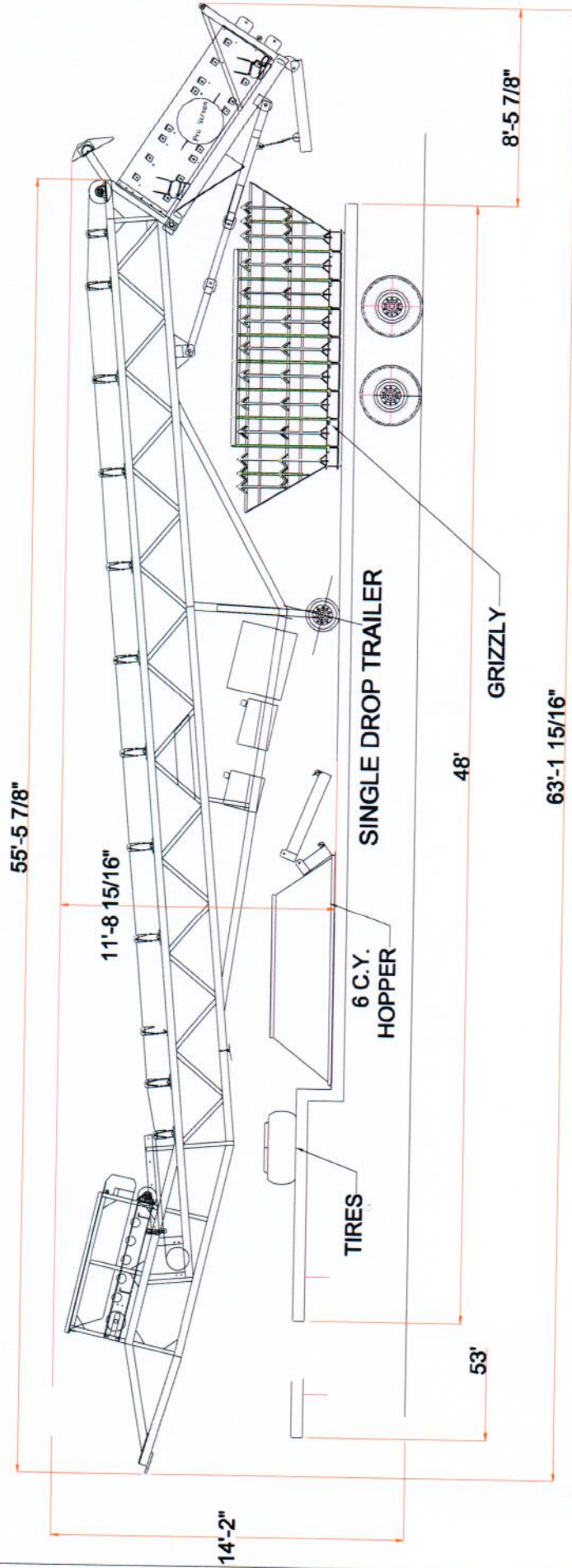
**Block Heater**

**If you have questions, contact me at 406-214-9337**

**Roy Addyman**

TRAVEL WIDTH = 8'-6"

APPROX. WT. = 15,500 #



## PRO SCREEN SHIPPING LAYOUT



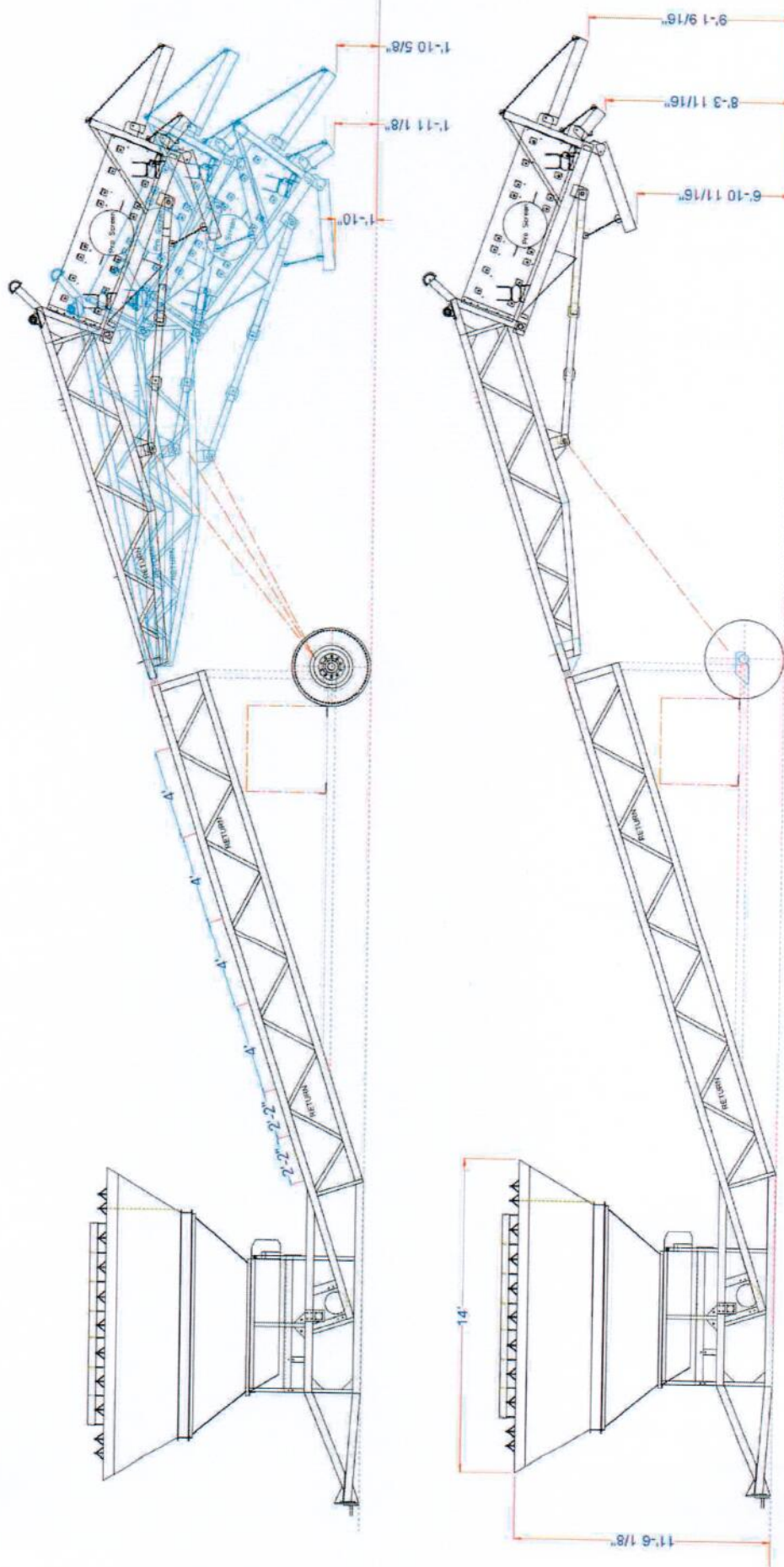
Project: PROSCREEN MODEL 1  
Drawn for: SHIPPING  
Scale: 1/8" = 1'-0"  
By: JLS  
Date: 3-19-14  
Dwg. No.: Eno-Screen



Project NEW PROSCEFFEN 2020  
 Drawn for PRESENTATION  
 Scale NIS  
 By CC  
 Date 10/5/20  
 Dwg. No. N1W-PROSCOFFEN-2020



PRELIMINARY







# DEUTZ Limited Warranty Statement

DEUTZ ENGINE, DEUTZ **XCHANGE**® ENGINE,  
GENUINE DEUTZ PART OR GENUINE DEUTZ **XCHANGE**® PART

1. DEUTZ Corporation ("DC") warrants that each new DEUTZ engine or genuine **DEUTZ XCHANGE**® Engine ("Engine") or genuine new DEUTZ spare or replacement part or **DEUTZ XCHANGE**® ("Part") supplied by DC or an authorized distributor of DC, purchased by the customer and properly installed in an application, will be free from defects in material and workmanship under normal use and service. If, during the warranty period following the delivery of the Engine or Part, it is shown there is a defect in material or workmanship caused solely by failure of DC's manufacturer (DEUTZ AG) to meet such standards, and customer has notified DC in writing of such defect within that period, DC shall repair or replace, at DC's cost and option, such defective Engine or Part. Such repair or replacement will be made without charge to the customer at customer's premises or, at the option of DC, at such other location as DC may designate. Any Engine or Part that is replaced shall become the property of DC. Any repaired or replaced Engine or Part shall be warranted until the expiration of the original warranty period. DC's warranty obligation is expressly conditioned upon the customer fulfilling all obligations pursuant to customer's purchase order, including, without limitation, all payment obligations.

## 2. ENGINES NEW and DEUTZ **XCHANGE**®

Warranty coverage is provided for the DEUTZ engine series listed below:

Warranty Period	Operating Hours	Warranty Coverage
12 months	Unlimited	All components
24 months	1.2, 1.7 1000h 1011, 1011F, 2011 2000h 2.2, 2.9, 3.6 2000h 1012, 2012, 1013, 2013 3000h 912, 913, 914, 4.1, 6.1, 7.8 4500h 913 and 914 gas engines 4000h 413, 513, 1015, 2015, 2015 gas engine 5000h 9.0, 12.0, 13.5, 12.0 V, 16.0 V, 18.0 5000h	All components of the engine
36 months	1.2, 1.7 1500h 1011, 1011F, 2011 3000h 2.2, 2.9, 3.6 3000h 1012, 2012, 1013, 2013 4500h 912, 913, 914, 4.1, 6.1, 7.8 4500h 913 and 914 gas engines 4500h 413, 513, 1015, 2015, 2015 gas engine 7500h 9.0, 12.0, 13.5, 12.0 V, 16.0 V, 18.0 7500h	Main engine components, Crankcase, Crankshaft, Camshaft, Connecting Rods, Cylinder Head Casting

**The Engine warranty will commence: At the date of sale to the original retail customer, OR One Year from the date of manufacture, Whichever Occurs First.**

3. PARTS: Warranty coverage is provided for each Genuine DEUTZ Part or **DEUTZ XCHANGE**® Part for a period of 12 months from the date of sale to the original retail customer.

4. This warranty does not cover the following: (i) wear and tear or contaminants; (ii) exposure, corrosion or prolonged or improper storage; (iii) normal maintenance service or the replacement or repair of parts required to be replaced or repaired in the course of normal maintenance service; (iv) improper installation, use, fuels, lubricants, operation, maintenance, transportation or packing; (v) misuse, alteration, negligence and accidents; (vi) chemical or electrical action; and (vii) unauthorized repairs

5. This warranty does not cover any components manufactured by someone other than DC or DEUTZ AG, and DC makes no warranty whatsoever with respect to such components. Such components will be covered only by the warranties, if any, as may be issued by such suppliers themselves, which warranties will be made available to customer upon request. This warranty does not cover any components added by DC's customers before reselling it to the end-customer, and DC makes no warranty whatsoever with respect to such components.

6. The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. DC's total aggregate liability with respect to any defective Engine or Part shall not exceed the amount paid by the customer for such Engine or Part and customer agrees to release, defend, indemnify and hold DC harmless from and against any and all further liability in excess thereof arising in any manner from any alleged defective Engine or Part. To the fullest extent allowed by law, releases from, and limitations of liability shall apply notwithstanding breach of contract, tort (including negligence), strict liability or other theory of legal liability of the party released or whose liability is limited. The laws of the State of Georgia shall govern this warranty.

7. Under no circumstances will the customer be entitled to rescission or to a reduction in the purchase price. Customer waives any and all claim for loss of time, replacement power, increased cost, inconvenience, loss of use or profit, loss of goodwill, cost of capital, cost of rentals or any other direct, indirect, punitive, special, exemplary, incidental or consequential damages whatsoever.

8. This warranty and the DEUTZ emission warranties for EPA certified DEUTZ engines and genuine DEUTZ parts installed in such engines are in lieu of all other express or implied warranties of DC and DEUTZ AG with respect to DEUTZ engines and genuine DEUTZ parts, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose. Neither DC nor DEUTZ AG assume, nor authorize any distributor or other person to assume, on their behalf, any other obligation or liability.

9. For details of the DEUTZ warranty contact:

DEUTZ Corporation  
Warranty Department  
3883 Steve Reynolds Blvd  
Norcross GA 30093 USA  
Phone: 770-564-7100  
[www.deutzusa.com](http://www.deutzusa.com)





## Fab Tec Inc. Standard Warranty Statement

Fab Tec Inc, warrants the PRODUCTS (defined to include new machinery, parts and/or accessories) it manufactures (as a "Manufacturer") to the extent set forth herein (the "Warranty") to end-users who purchase the PRODUCTS directly from Seller ("Seller" is defined as the company, Fab Tec Inc.) that issues the Order Acknowledgement for PRODUCTS that are subject to the Warranty; authorized Dealers who purchase the PRODUCTS from Seller for resale, and such Dealers are authorized to extend this same Warranty (and no other) to each purchaser of the PRODUCTS at the time of sale and to notify each purchaser of the terms and conditions of this Warranty. The Dealer is not authorized by Fab Tec Inc. to make any other, different, or additional warranty on behalf of Fab Tec Inc., and any such warranty given by Dealer is not binding on Fab Tec Inc. Dealer shall hold Fab Tec Inc. harmless from any claim, loss and/or costs (including attorneys' fees) arising from failure to observe these conditions.

Manufacturer warrants, commencing with the date of receipt of the goods by the end-user and for a period of six (6) months. All new PRODUCTS manufactured by Manufacturer to be free from defects in regards of workmanship and components. Immediately upon discovery of any alleged defect, notice must be provided in writing by Buyer to Seller and Manufacturer and in no event will any claim be accepted that is made more than twenty-four (24) months after the date of shipment of the new PRODUCTS to the Dealer or to the end user, in the case of a direct sale. If, within such warranty period, any PRODUCT shall be proved to the satisfaction of Manufacturer to be defective, it shall be replaced/fixed or, at the option of Manufacturer, repaired at its factory, providing the defective PRODUCTS are returned to Manufacturer's manufacturing plant, freight prepaid. At its option, Manufacturer may repair, or arrange to have repaired, any defective PRODUCTS at the location of the Dealer, at the yard location or operating site of the end-user, or at any other suitable location, at no charge to end-user and at no charge to Dealer other than those specified in its Dealer's Agreement. The right to have defective

PRODUCTS repaired or replaced shall constitute Dealer's and end-user's sole and exclusive remedy. Repair or replacement of PRODUCTS pursuant to this warranty shall not extend or renew the original warranty period for any PRODUCTS repaired or replaced. Any PRODUCTS repaired or replaced under this warranty (including any replacement machinery or part) will be warranted for the remaining warranty period only.

The obligation of Manufacturer under the terms of this Warranty is limited to the described repair or replacement of defective PRODUCTS by Manufacturer. With regard to machinery, parts or accessories which are furnished but not manufactured by Seller or Manufacturer, the warranty obligation of the original equipment Manufacturer shall be passed through to the customer or Dealer but not otherwise warranted by Seller or Manufacturer. No warranty shall apply to any used machinery or parts. No warranty shall apply to the PRODUCTS of Manufacturer which, in its opinion, have been adversely affected by the use, on or with its products, of parts, attachments, equipment or lubricants not manufactured or authorized by Manufacturer.

Manufacturer reserves the right to make any design changes, or added improvements to its PRODUCTS at any time without incurring any obligation to make or install the same on units previously delivered. No warranty shall apply to PRODUCTS which have been furnished, repaired or altered by others so as (in the opinion of Manufacturer) to have affected the same adversely.

No warranty shall apply to PRODUCTS which (in the opinion of Manufacturer) have been subject to accident, negligence, or improper setup and/or operation, installation, maintenance, storage, care or other-than-normal use including without limitation operating same outside the normal range of design limits, during and after shipment. Any parts or labor furnished by Manufacturer, or other expenses incurred, in anticipation of a warranty claim which is later determined not to be covered by the terms of this Warranty shall be payable to Manufacturer upon receipt of an invoice for such charges.

No warranty shall apply to any PRODUCTS adversely affected, in Manufacturer's sole judgment, by such PRODUCTS being used with any machinery, part or accessory not manufactured or authorized by Manufacturer and field modifications, retrofits, or attachments installed on Manufacturer's machinery, parts or accessories by others. Only



Manufacturer approved modifications and retrofits may be installed on PRODUCTS produced by Manufacturer. Written authorization must be obtained from Manufacturer's Engineering or Service Managers prior to any non-Manufacturer modifications or replacement parts being installed on Manufacturer's PRODUCTS.

No warranty is extended to normal maintenance items such as replacement of grease, hydraulic oils, lubricants, and other fluids, filters, fuses, O-rings, shop supplies, basic alignments and adjustments, chute work, and tightening of bolts, nuts and fittings, etc., or any wear parts subject to normal wear.

No warranty shall apply to damage resulting from improper maintenance, blocking, cribbing, long-term storage, or failure to lubricate or operate equipment and electric drive components during periods of inactivity. Likewise, no warranty shall apply to electrical damage as the result of improper storage, physical damage, improper grounding, over-voltage, power surges, single phasing, lightning strikes, or excessive cycling of power to starters, variable frequency drives (VFD), or electrical components over a short period of time as limited by the supplier of the component.

Manufacturer does not warrant or represent that any PRODUCTS manufactured by it meet any Federal, state or local statutes, codes, ordinances, rules, standard or other regulations covering safety, pollution, noise, electrical wiring, etc.

NEITHER SELLER NOR MANUFACTURER SHALL BE SUBJECT TO LIABILITY FOR ANY LOSSES, EXPENSES OR DAMAGES ARISING FROM ANY NEGLIGENCE BY IT OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN CONNECTION WITH THE MANUFACTURE, SUPPLY, OR INSTALLATION OF PRODUCTS, OR THE PROVISION OF SERVICES.

#### **IMPORTANT:**

**For the warranty to be valid the attached preoperational check must be completed, signed, dated and returned to Fab Tec Inc. within ten (10) days after the equipment is put into service.**

# Preoperational Check List

## IMPORTANT:

Preoperational Check List **MUST** be completed as part of warranty registration. The preoperational check should also be performed any time equipment is moved to a new site, changed renters, or if it has been in storage for an extended period. Check each component to ensure that it is in operational condition and **ALL** guarding required is operational and in place. This check should include, but not be limited to the following items:

- ☐ The safe operation of this product was explained and a complete operator's manual is with the product.
- ☐ Inspect the chassis and all parts and pieces for excessive wear and/or cracks. (If any are found they must be properly repaired before start up.)
- ☐ Plant is securely blocked on all blocking legs and securely positioned to ensure it will not shift or move during start up and/or operation. All blocking points should be tight with good weight distribution evenly over all blocking points. (This must be monitored and re-evaluated during operation and before every shift change.)
- ☐ Front blocking legs are folded down in the run position, bolted, and blocked with even weight distribution with the other chassis blocking legs.
- ☐ All pins are in place and locked with cotter pins and/or lock collars.
- ☐ All motor and motor mount bolts and parts/pieces are tight and securely fastened.
- ☐ All bushing/sheave bolts and set screws are tight and torqued to the proper specifications.
- ☐ All gear box reducer bushings and set screws are tight and torque arm is securely fastened.
- ☐ Check all conveyor gearbox oil levels to ensure proper amount.
- ☐ Inspect all bearings to ensure they are in good operation condition. (Grease may be required to extended bearing life, this should be checked before each shift.)
- ☐ Ensure proper clearances on all moving parts, water bars, screen sides, guarding, etc.
- ☐ All conveyor belts are intact with proper tension and in good operating condition.
- ☐ All conveyor skirt boarding is present and properly set against belting.
- ☐ All drive belts are in good operating condition with proper tension. (I.e. free of defects and/or cracking)
- ☐ Inspect all guarding. (Conveyors, Motors, drives, belting, head pulleys, tail pulleys, return rollers, expanded metal, and any additional areas where guarding is needed.)
- ☐ All guarding is in place, and present.
- ☐ All guarding is in good condition and is not damaged.
- ☐ All guarding is securely fastened in place.
- ☐ All guarding has visible warning stickers and labels.



**NEVER** operate any equipment without guarding and proper safety training. If any guarding or piece/part of this equipment does not meet or exceed OSHA, MSHA, and/or the local statutes and codes it should be locked and tagged out until all parts/pieces required have safety guarding installed to meet requirements.

If guarding becomes damaged during operation or needs to be removed for maintenance the plant **MUST** be shut down and locked and tagged out until repairs and maintenance has been completed and then all guards must be re-installed before removing the lock out tag out locks.

By signing the following confirms that the warranty statement and this checklist has been read, completed, and is understood by both parties involved.

Fab Tec Plant Serial Number: \_\_\_\_\_

Dealer Plant ID Number: \_\_\_\_\_

Dealer Name: \_\_\_\_\_

Dealer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Lessee Name: \_\_\_\_\_

Owner/Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IMPORTANT:**

Warranty will be void if this registration is not returned to Fab Tec Inc. within ten (10) days after the equipment is put into service. This form may be sent, faxed, or emailed. PO BOX 8006 Moscow ID, 83843, Fax to (208) 882-3277 or email: [Fabtec@fabtec.net](mailto:Fabtec@fabtec.net)