

MASTER CONTRACT

No. 00118

GUARDRAIL, TERMINALS, CABLE, AND COMPONENTS

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

CORAL SALES COMPANY

Dated September 13, 2018

MASTER CONTRACT
No. 00118
GUARDRAIL, TERMINALS, CABLE, AND COMPONENTS

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Coral Sales, a Oregon Company ("Contractor") and is dated as of September 13, 2018.

RECITALS

- A.** Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods for general use by Washington state agencies and certain other entities (eligible purchasers).
- B.** On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation for Bid No. 00118 dated July 19, 2018 regarding Guardrail, Terminals, Cables, and Components.
- C.** Enterprise Services evaluated all responses to the Invitation for Bid and identified Contractor as the apparent successful bidder.
- D.** Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E.** The purpose of this Master Contract is to enable eligible purchasers to purchase the Guardrail, Terminals, Cables, and Components as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Master Contract is ninety-six (96) months, commencing September 13, 2018 and ending September 12, 2026.
- 2. ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
 - 2.2. Oregon Cooperative Purchasing Program ORCPP:**
 - The Master Contract also will be available for use by the Oregon Cooperative Purchasing Program (ORCPP).

2.3. **MCUA PARTIES.** This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS PRICE.

3.1. **CONTRACT SCOPE.** Pursuant to this Master Contract, Contractor is authorized to sell only those goods set forth in *Exhibit A – Included Guardrail, Terminals, Cables, and Components* for the prices set forth in *Exhibit B – Prices for Guardrail, Terminals, Cables, and Components*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods beyond those set forth in *Exhibit A – Included Guardrail, Terminals, Cables, and Components*.

3.2. **STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.

3.3. **ECONOMIC ADJUSTMENT.** Price adjustments for this contract will be allowed a price increase every one hundred and twenty days (120) basis using a pass through basis to offset the continuous rise in market pricing for iron and steel products and transportation fees. The contractor must provide the procurement administrator clear and convincing evidence, satisfactory to the State, that all of the following conditions exist:

1. the increase is the result of increased costs at the manufacturer's level and not costs under the contractor's control, and that;
2. the increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
3. the increase affects only certain items that are clearly identified by the contractor. Some acceptable forms of the evidence referred to above may take the form of a certified invoice from the manufacturer. The price increase evidence provided by the contractor shall be independently verified and approved by the Contract Administrator prior to the effective date of the price increase;

Pricing shall remain firm and fixed for at least one hundred and twenty (120) calendar days after effective date of contract. Adjustments in pricing will be considered after firm fixed price period on a pass through basis only. A minimum of five (5) calendar days' advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase/decrease.

Price increases may not, under any circumstances, exceed 3 percent of the bid price per line item for the baseline price of 12 months prior. per line item for the preceding 12 months. No contract price adjustments will be allowed if exceeding the annual allowed percentage. If an unforeseen market increase or Government regulations occur DES will determination if the annual percentage can be exceeded.

The Contractor will provide a revised price sheet every one hundred twenty days via e-mail to the Contract Administrator.

Approved price adjustments shall remain unchanged for at least one hundred and twenty (120) calendar days.

During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the current contract pricing.

- 3.4. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods at no greater than the prices set forth in *Exhibit B – Prices for Guardrail, Terminals, Cables, and Components* (subject to economic adjustment as set forth herein).
 - 3.5. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
 - 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any *Guardrail, Terminals, Cables, and Components* sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the *Guardrail, Terminals, Cables, and Components* and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods whose

nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

- 4.4. **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.5. **PAY EQUALITY.** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of September 1, 2018 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.
- 4.6. **DEALER AUTHORIZATION.** Throughout the contract life, the Contractor shall maintain authorization from the manufacturer consistent with the requirements outlined in the original solicitation.
- 4.7. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.8. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.

- 4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.10. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's *Guardrail, Terminals, Cables, and Components* or suggesting that such *Guardrail, Terminals, Cables, and Components* are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.11. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order *Guardrail, Terminals, Cables, and Components* from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number.
- 5.2. ORDERING ASSISTANCE. Contractors may be called upon to assist Purchasers to help them determine the best equipment that meets their particular needs. This requirements review shall be provided in a timely manner and at no additional charge. Assistance may also take the form of a suggested "bill of materials" to meet a specific application. Contract pricing for each item should also be provided upon request.
- 5.3. ORDER FULFILLMENT. Purchasers may place orders against this Contract either in person, electronically, or by facsimile. Once an order is issued, the following shall apply:
- a) Product damaged prior to acceptance will either be replaced or repaired in an expedited manner at contractor's expense. Alternatively, Purchaser's shall report any possible damage to the product and note on the receiving report and the cost deducted from final payment.
- 5.4. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of *Guardrail, Terminals, Cables, and Components* will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
- a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and

within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.

- b) The Purchaser may refuse shipment when delivered after normal working hours. The Contractor shall verify specific working hours of individual Purchasers and instruct carrier(s) to deliver accordingly. The acceptance by the Purchaser of late performance, with or without objection or reservation by the Purchaser, shall not waive the right to claim damage for such breach, nor preclude the Purchasing Activity or Purchaser from pursuing any other remedy provided herein, including termination, nor shall such acceptance of late performance constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.
- c) Contractor shall ship all Guardrail, Terminals, Cables, and Components purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Guardrail, Terminals, Cables, and Components ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
- d) Establish a minimum order of \$3,000/order for FOB Destination. Each purchase order will be separately evaluated. If the total items exceed \$3,000/order, Coral Sales will pay the freight. If the total items do not exceed \$3,000/order, freight will be prepay and add. Smaller orders may not be combined to qualify for FOB Destination.
- e) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- f) The Guardrail, Terminals, Cables, and Components provided under this contract must be packed in a manner so that unloading can be accomplished by a forklift. The Purchaser will provide a fork lift to assist with the unloading. Contractor will ship orders on a vehicle that allows for easy access for unloading such as a flatbed.
- g) If the purchaser indicates an immediate need for a "will call" order for product that is in stock, then contractor will make the order a priority and make every effort to have orders ready for pickup within two hours of a purchase request and the contractor will call the purchaser when the order is ready for pick up.

- 5.5. **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION DELIVERY LOCATIONS.** Typical delivery locations are level, have adequate access, adequate overhead clearance, adequate turn around for delivery truck, and readily accessible from Interstate or similar roads by an industry standard delivery truck (e.g. 18-wheeler) and trailers. Contractor is to anticipate that some of the usage may represent rural access road areas.

See Exhibit D for DOT delivery locations.

Loading and unloading docks are not available at all delivery locations. The following are a list of locations and their abilities for DOT:

- Eastern Region - No loading docks at any maintenance facility.
- North Central Region - No loading docks at any maintenance facility.
- Northwest Region - Everett Maintenance facility has a loading dock only.
- Olympic Region - No loading docks at any maintenance facility.
- South Central Region - Yakima and CleElum Maintenance facilities have loading docks only.
- Southwest Region - No loading docks at any maintenance facility.

5.6. **RECEIPT AND INSPECTION OF GUARDRAIL, TERMINALS, CABLES, AND COMPONENTS.** Guardrail, Terminals, Cables, and Components purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Guardrail, Terminals, Cables, and Components that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Guardrail, Terminals, Cables, and Components or, at Purchaser's option, Purchaser may note any damage to the Guardrail, Terminals, Cables, and Components on the receiving report, decline acceptance, and deduct the cost of rejected Guardrail, Terminals, Cables, and Components from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the Guardrail, Terminals, Cables, and Components.

5.7. **ON SITE REQUIREMENTS.** While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

6. INVOICING & PAYMENT.

6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- a) Master Contract No 00118
- b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- c) Contractor's Federal Tax Identification Number
- d) Date(s) of delivery
- e) Invoice amount; and
- f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the

amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

- 6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products furnished by Contractor pursuant to this Master Contract.
- 6.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods.. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: John W Allen
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8406 Email:
john.allen@des.wa.gov

Contractor

Attn: Jamie Bernstein
Coral Sales Company
PO Box 22385
Milwaukie, OR 97269
Tel: (503) 655-6351
Email: Jamie@CoralSales.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.

- 7.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Diane Grant
Coral Sales Company
PO Box 22385
Milwaukie, OR 97269
Email: Diane@CoralSales.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 8.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
 - (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

- 8.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. The sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 8.3. **ANNUAL MASTER CONTRACT SALES REPORT.** Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum:

Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

- 8.4. **SMALL BUSINESS INCLUSION.** Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

9. RECORDS RETENTION & AUDITS.

- 9.1. **RECORDS RETENTION.** Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 10.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 11.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 12. **DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION & TERMINATION; REMEDIES.

- 13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable

satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

13.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. **REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Guardrail, Terminals, Cables, and Components. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

13.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

13.5. **GOVERNMENTAL TERMINATION.**

- (a) **Termination for Withdrawal of Authority.** Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for Guardrail, Terminals, Cables, and Components already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- (b) **Termination for Convenience.** Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only

be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for Guardrail, Terminals, Cables, and Components already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 13.6. **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Guardrail, Terminals, Cables, and Components that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14. GENERAL PROVISIONS.

- 14.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Contract.
- 14.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 14.3. **INTEGRATED AGREEMENT.** This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 14.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 14.5. **AUTHORITY.** Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.6. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7. **ASSIGNMENTS.** Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.

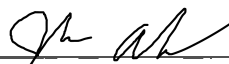
- 14.8. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.9. **PUBLIC INFORMATION.** This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Guardrail, Terminals, Cables, and Components provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase Guardrail, Terminals, Cables, and Components pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 14.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 14.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 14.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 14.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged

dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

- 14.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21. **CAPTIONS & HEADINGS.** The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 14.22. **ELECTRONIC SIGNATURES.** A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 14.23. **COUNTERPARTS.** This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
John W. Allen III
Its: Procurement Supervisor

CORAL SALES COMPANY,
a Corporation


By: 
Diane M. Grant
Its: President
8/27/18

EXHIBIT A

INCLUDED GUARDRAIL, TERMINALS, CABLES, AND COMPONENTS

ITEM NO.	SPECIFICATIONS
1.	The following Specifications describe Beam Guardrails and Components per requirements of Washington State Department of Transportation 2018 Standard Specifications for Road, Bridge, and Municipal Construction Section 9-16.3 through 9-16.3(6) and Standard Plans Section C, please visit http://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/Contents.pdf
2.	9-16 FENCE AND GUARDRAIL
3.	9-16.3 Beam Guardrail
4.	9-16.3(1) Rail Element
5.	The W-beam or three beams rail elements, backup plates, reducer sections, and end sections shall conform to "A Guide to Standardized Highway Barrier Hardware" published by AASHTO, AGC, and ARTBA. All rail elements shall be formed from 12 gage steel except for three beam reducer sections, three beams used for bridge rail retrofits, and Design F end sections, which shall be formed from 10 gage steel.
6.	The rail splices shall have a minimum total ultimate strength of 80,000 pounds at each joint.
7.	The 6-inch channel rails and splice plates shall conform to ASTM A 36. All fabrication shall be complete before galvanizing.
8.	The holes in the plate shall be slotted to facilitate erection and to permit expansion and contraction. The edges of the rail shall be rolled or rounded so they will present no sharp edges. Where the rail is on a curve, the plates at the splice shall make contact throughout the area of splice. When the radius of curvature is less than 150 feet, the rail shall be shaped in the shop.
9.	9-16.3(2) Posts and Blocks
10.	Timber posts and blocks shall conform to the grade specified in Section 9-09.2, except pine lumber No. 1 grade may be used for the blocks. Timber posts and blocks shall be fabricated as specified in the Plans before being treated. Timber posts and blocks shall be treated by the empty cell process to provide a minimum retention, depending on the treatment used, according to the following:
11.	Creosote oil 12.0 lbs. pcf.
12.	Pentachlorophenol 0.60 lbs. pcf.
13.	ACA 0.50 lbs. pcf.
14.	ACZA 0.50 lbs. pcf.
15.	ACQ 0.50 lbs. pcf.
16.	CCA 0.50 lbs pcf.
17.	Treatment shall be in accordance with Section 9-09.3 Steel posts, blocks, and base plates, where used, shall conform to ASTM A 36, and shall be galvanized in accordance with AASHTO M 111. Welding shall conform to Section 603.3(25). All fabrication shall be completed prior to galvanizing.

ITEM NO.	SPECIFICATIONS
18.	<p>9-16.3(3) Galvanizing</p> <p>Beam rail elements and terminal sections shall be galvanized in accordance with AASHTO M180, Class A, Type 2, except that the rail shall be galvanized after fabrication, with fabrication to include forming, cutting, shearing, punching, drilling, bending, welding, and riveting. In addition, the minimum average mass of zinc coating shall be 2 ounces per square foot of surface (not sheet), the average to be determined on the basis of three individual tests, no one of which may be less than 1.8 ounces per square foot of surface (not sheet). The aluminum content of the zinc bath during actual galvanizing operations shall not exceed 0.01 percent. Channel rails, splice plates, WF steel posts, and base plates shall be galvanized in accordance with ASTM A 123. Anchor cables shall be galvanized in accordance with Federal Specification RRW410, Table II, galvanized at finished size. Bolts, nuts, washers, plates, rods, and other hardware shall be galvanized in accordance with ASTM A 153.</p>
19.	<p>9-16.3(4) Hardware</p> <p>Bolts, unless otherwise specified, shall comply with ASTM A 307 Grade A -specifications. High strength bolts shall conform to the requirements of AASHTO M 164. Nuts shall comply with ASTM A 563 Grade A specifications. Washers, unless otherwise specified, shall meet ASTM F 844 specifications. The Contractor shall submit a manufacturer's certificate of compliance for the bolts, nuts, and washers prior to installing any of the hardware.</p>
20.	<p>9-16.3(5) Anchors</p>
21.	<p>Welding shall conform to Section 6-03.3(25). All welding shall be equal in strength to the parent metal. All fabrication shall be complete and ready for assembly before galvanizing. No punching, drilling, cutting, or welding will be permitted after galvanizing unless authorized by the Engineer.</p>
22.	<p>The anchor plate assembly and eye bolt for Type 1 anchor shall develop a minimum tensile strength of 40,000 pounds. The eye may be drop forged or formed with a full penetration weld and shall develop 100 percent of the rod strength.</p>
23.	<p>The anchor plate, W8 x 17 and metal plates shall be fabricated of steel conforming to the specifications of ASTM A 36.</p>
24.	<p>Anchor cable for Type 1 anchor shall be 3/4 inch preformed, 6 x 19 wire strand core or independent wire rope core (IWRC), galvanized, right regular lay manufactured of improved plow steel with a minimum breaking strength of 42,800 pounds. Two certified copies of mill test reports of the cable used shall be furnished to the Engineer.</p>
25.	<p>Swaged cable fittings shall develop 100 percent of the specified breaking strength of the cable. One swaged fitting attached to 3 feet of cable shall be furnished to the Engineer for testing.</p>
26.	<p>The swaged fitting and stud assembly shall be of steel conforming to the requirements of American Iron and Steel Institute C-1035 and shall be annealed and galvanized suitable for cold swaging.</p>
27.	<p>Welded wire fabric for Type 1 anchor shall conform to ASTM A 185</p>
28.	<p>All metal components of the anchor and cable assembly and not less than the top 14 inches of the W8 x 17 for the Type 2 anchor shall be hot-dip galvanized in accordance with Section 9-16.3(3).</p>

ITEM NO.	SPECIFICATIONS
29.	Cement concrete, of the class specified, shall conform to the applicable requirements of Section 6-02.3.
30.	Cement grout shall consist of one part Portland cement and two parts sand.
31.	9-16.3(6) Inspection and Acceptance
32.	The Contractor shall give notice to the Engineer before the rail elements are fabricated in order that inspections may be provided. The Contractor shall arrange for all facilities necessary for the inspection of material and workmanship at the point of fabrication of the rail elements, and inspectors shall be allowed free access to necessary parts of the premises.
33.	The Inspector shall have the authority to reject materials or workmanship which to not fulfill the requirements of these specifications. In cases of dispute, the Contractor may appeal to the Engineer, whose decision will be final.
34.	The Inspector may accept a mill test report certifying that the steel used in fabricating the rail element meets the requirements of the specifications. The State reserves the right, however, to require the contractor to furnish samples of the steel proposed for use and to determine to its satisfaction that the steel meets the specification requirements. Steel rail elements, fittings, terminal section hardware, and bolts may be accepted by the Engineer based on the Manufacturer's Certification of Compliance.

The following website represents the Guardrail Terminals and Components to be purchased from this Master Contract. <http://www.wsdot.wa.gov/Design/Policy/BeamGuardrails.htm>

Website to WSDOT approved manufacturers' drawings:
<http://www.wsdot.wa.gov/Design/Policy/RoadsideSafety.htm>

Individual standard plans referenced in this document are as follows:

- C-1 Beam Guardrail: Types 1 ~ 4 (W-Beam)
- C-1a Beam Guardrail (Thrie Beam)
- C-1b Beam Guardrail Posts and Blocks
- C-1c Beam Guardrail
- C-1d Thrie Beam Guardrail Reducer Section
- C-2f Guardrail Placement, Weak Post Intersection Design (8' – 6" Max. Radius)
- C-2g Guardrail Placement, Weak Post Intersection Design (35' Max. Radius)
- C-6 Beam Guardrail Anchor Type 1
- C-6a Beam Guardrail Anchor Type 2
- C-6c Beam Guardrail Anchor Type 4
- C-6d Beam Guardrail Anchor Type 5
- C-6f Beam Guardrail Anchor Type 7
- C-7 Beam Guardrail End Sections
- C-7a Thrie Beam End Sections
- C-11 Cable Barrier
- C-11a Cable Barrier Placement
- C-11b Cable Barrier Terminal
- C-23.60-00 Beam Guardrail (Type 31): Anchor Type 10
- C-25.18-01 Beam Guardrail (Type 31): Transition Section Type 20
- C-25.20-01 Beam Guardrail (Type 31): Transition Section Type 21
- C-25.22-01 Beam Guardrail (Type 31): Transition Section Type 22
- C-28.40-00 Beam Guardrail Type 31

The link below is to WSDOT Standard Plan drawings:
<http://www.wsdot.wa.gov/design/Standards>

Exhibit B

PRICES FOR GUARDRAIL, TERMINALS, CABLES, AND COMPONENTS

Inserted at the time of award

WSDOT Part Number	Bidders Commodity Code	Item Description	Unit Measure	Unit Price FOB Destination
Guardrail				
11G	03	Special Punch (Type 31) 12' 6" @ 3' 1 1/2"	EA	\$ 121.00
21G	06	GR 13' 6 1/2" Special Punch 12 GA	EA	\$ 125.00
9G	08	GR 13' 6 1/2" @ 6' 3" 12 GA	EA	\$ 121.00
1008G	12	GR Convex Radius 8' Galv.	EA	\$ 392.40
1010G	14	GR Convex Radius 10' Galv.	EA	\$ 314.54
1015G	16	GR Convex Radius 15' Galv.	EA	\$ 297.41
1020G	17	GR Convex Radius 20' Galv.	EA	\$ 186.03
1025G	18	GR Convex Radius 25' Galv.	EA	\$ 186.03
1030G	19	GR Convex Radius 30' Galv.	EA	\$ 186.03
1035G	20	GR Convex Radius 35' Galv.	EA	\$ 186.03
1040G	21	GR Convex Radius 40' Galv.	EA	\$ 186.03
1045G	22	GR Convex Radius 45' Galv.	EA	\$ 186.03
1060G	24	GR Convex Radius 60' Galv.	EA	\$ 186.03
1065G	26	GR Convex Radius 65' Galv.	EA	\$ 186.03
1075G	27	GR Convex Radius 75' Galv.	EA	\$ 186.03
1085G	29	GR Convex Radius 85' Galv.	EA	\$ 186.03
6G	37	6'3" @ 6'3", 12 GA GALV W-BEAM GR PANEL	EA	\$ 78.06

923G	50	GR End Piece Design G Galvanized 12 GA	EA	\$ 109.00
923G	55	GR End Piece Design F Flat End Shoe, 10 GA, W- Beam	EA	\$ 51.98
211G	57	12'6" @ 3'1-1/2", 12 GA GALV THRIE BEAM PANEL	EA	\$ 200.87
209G	58	GR Thrie Beam 13' 6 1/2" @ 6' 3" 12 GA	EA	\$ 180.21
205G	61	6'3" @ 3'1-1/2", 12 GA GALV THRIE BEAM PANEL	EA	\$ 152.68
974G	64	GR Thrie Beam Reducer Symm Type B 7' 3 1/2" Transition Piece	EA	\$ 137.89
13030A	75	ASYMMETRICAL TRANSITION, 6'3", RIGHT, 10 GA GALV THRIE BEAM PANEL	EA	\$ 381.50
13029A	76	ASYMMETRICAL TRANSITION, 6'3", LEFT, 10 GA GALV THRIE BEAM PANEL	EA	\$ 381.50
13027A	77	GR Thrie Beam Reducer Asymm Right Type A 13' 6 1/2 " @ 6' 3" Transition 10 Ga # 13027A	EA	\$ 327.00
13028A	78	GR Thrie Beam Reducer Asymm Left Type A 13' 6 1/2 " @ 6' 3" Transition 10 Ga # 13028A	EA	\$ 327.00
3360G	80	1-1/4" Splice Bolt, 5/8" Galv GR hardware	EA	\$ 0.62
3400G	81	2" Post/Splice Bolts, 5/8" Galv GR Hardware	EA	\$ 0.72
3500G	86	GR Bolt Post 5/8" x 10" L with 7/32" oval Grip Types 1, 2 and 10	EA	\$ 2.29
3540G	89	GR Bolt Post 5/8" x 14" L with 7/32" oval Grip Types 1, 2 and 10	EA	\$ 3.07
3580G	92	GR Bolt Post 5/8" x 18" L with 7/32" oval Grip Types 1, 2 and 10	EA	\$ 4.03
3620G	94	GR Bolt Post 5/8" x 22" L with 7/32" oval Grip Types 1,2, and 10	EA	\$ 4.89

3340G	97	Recessed Nut, 5/8: Galv GR hardware	EA	\$ 0.55
3300G	99	Round A307 Washer, 5/8" Galv GR hardware	EA	\$ 0.25
11C	108	GR 13' 6 1/2" @ 3'1-1/2" Weathering 12 GA, Type 31	EA	\$ 124.99
9C	109	GR 13' 6 1/2" @ 6' 3" Weathering 12 GA	EA	\$ 124.99
E750	135	BEARING PLATE, FLEAT/SKT,	EA	\$ 38.23
3000G	136	3/4" X 6'6" ANCHOR CABLE (T), GALV GR END ANCHOR ASSY PART	EA	\$ 139.52
705G	138	5-1/2" ANCHOR PIPE SLEEVE,	EA	\$ 23.61
3910G	139	1" A563-DH NUT, HEAVY HEX	EA	\$ 1.46
3900G	140	1" F844 ROUND WASHER,	EA	\$ 0.73
766G	148	GR Plate Soil 18" x 24" x 1/4"	EA	\$ 46.71
3478G	149	5/8" X 7-1/2" A307 BOLT,	EA	\$ 1.81
3497G	150	5/8" X 9-1/2" A307 Hex Bolt, Galv Tube Sleeve Part for GR Anchor Assy	EA	\$ 2.16
32G	151	GR ET-Plus Panel No. 1 13' 6 1/2" @ 6' 3" SYRO 32G	EA	\$ 250.53
704A	152	ANCHOR BRACKET, ET-Plus,	EA	\$ 86.76
995A	153	GR ET-Plus Extruder Head	EA	\$ 979.14
4228G	154	LAG SCREW, 3/8" X 4", ET-Plus	EA	\$ 1.39
782G	155	BEARING PLATE 5/8" X 8" X 8", ET-Plus,	EA	\$ 26.14
742G	157	GR Sleeve Tube 6' Syro PC 742G	EA	\$ 180.88
33875G	158	GR Strut Angle Only ET-Plus	EA	\$ 81.17
5148G	159	3/4" X 9-1/2" A325 BOLT, ET-Plus	EA	\$ 5.84
S760	161	CABLE ANCHOR BOX, SKT/FLEAT,	EA	\$ 82.22
E780	162	GROUND STRUT, FLEAT/SKT,	EA	\$ 61.31

F3000	163	GR Fleat 350 /TL2 Impact (Extruder Head) Terminal F3000	EA	\$ 608.70
S730	164	TUBE SLEEVE, 6'0", FLEAT/SKT	EA	\$ 159.87
F1303/S1303	165	Anchor Panel for FLEAT/SKT 350	EA	\$ 194.89
30G	168	GR SRT Panel No. 1 13' 6 1/2" @ 6' 3" SYRO 34G	EA	\$ 248.52
39G	169	GR SRT Panel No. 2 13' 6 1/2" @ 6' 3" SYRO 39G	EA	\$ 248.52
700A	171	ANCHOR BRACKET, SRT	EA	\$ 47.98
9960G	172	Slot Guard for Anchor, SRT	EA	\$ 41.82
9852A	173	GR Strut Assy PC 9852A SRT 350	EA	\$ 159.11
27815A	192	GR Post Cable Barrier 3S5.7 @ 5' 3" 1/4" x 8" x 24" Welded Soil Plate	EA	\$ 81.75
14510G	205	GR Post 6" x 9" @ 6' 0" L Steel W Type Beam	EA	\$ 1.00
TPHP1A/TPHP1B	211	SKT/FLEAT #1 STEEL POST, UPPER AND LOWER ASSEMBLY	EA	\$ 333.81
N/A	220	GR Post 6" x 8" x 3' 6 1/2" Hem fir	EA	\$ 21.88
6058B	222	GR Post 5' 1/2" x 7 1/2" x 3' 9" or w/Steel Band	EA	\$ 71.32
4147B	223	GR Post 5.5" x 7.5" x 3' 9" in Breakaway (same as 6" x 8" x 3' 9") W/O Band (4147B)	EA	\$ 34.74
N/A	227	GR Post 6" x 8" x 6' CRT 2 hole @ 3 1/2" Breakaway Hem Fir	EA	\$ 48.27
4063B	231	GR Post Trinity 6" x 8" x 6' CRT 2 Hole SRT/ET Systems Breakaway Pine	EA	\$ 70.07
N/A	232	GR Post 6" x 8" x 6' 0" Treated Wood	EA	\$ 34.88
N/A	233	GR Post 6" x 8" 7' L Hem fir	EA	\$ 36.33
N/A	234	GR Post 6" x 8" x 8' L Hem fir	EA	\$ 46.51
N/A	235	GR Post 6" x 8" x 9' L Hem fir	EA	\$ 49.41

N/A	239	GR Post 8" x 8" x 6' L Hem fir	EA	\$ 55.23
4075B	249	GR Block Wood 6" x 8" x 14" (6" x 8" x 1'2") Hem Fir SRT/ET-Plus (4075B)	EA	\$ 8.64
N/A	254	GR Block Wood 8" x 8" x 14" Hem fir	EA	\$ 13.08
	438	GR Convex TYPE 31 RADIUS 15' Galv,	EA	\$ 296.04
	439	GR Convex TYPE 31 RADIUS 20' Galv,	EA	\$ 186.03
14318G	448	W6X9 @ 11' 0" POST, GALV STEEL GR POST	EA	\$ 240.02
3701G	572	3/4" Washer, F436, 3701G	EA	\$ 0.19
N/A	578	5/16" X 1" A307 BOLT, GALV,	EA	\$ 0.47
3380G	596	5/8" X 1-1/2" A307 BOLT,	EA	\$ 0.59
3704G	616	3/4" GALV (A563) A325 NUT,	EA	\$ 1.18
3700G	620	3/4" GALV F436 (A325) WASHER,	EA	\$ 0.47
E350	661	3/8" X 3" LAG SCREW,	EA	\$ 0.31
6668B	685	12" X 12" ET DECAL, FASTENER/ATTACHMENT (NEED 2 PER UNIT)	EA	\$ 15.57
N/A	686	18" X 13-1/2" UL/LR, FLEAT DECAL,	EA	\$ 14.48
N/A	687	18" X 13-1/2" UR/LL, FLEAT DECAL,	EA	\$ 14.48
N/A	688	18" X 18" DELINEATOR DECAL, HI INT, LEFT OR RIGHT, FOR SKT	EA	\$ 21.02
6206B	696	GR Decals 14' x 27" UL/LR ET-Plus (Left for TL2 and TL3 Systems)	EA	\$ 23.36
6207B	695	GR Decals 14' x 27" UR/LL ET-Plus (Right for TL2 and TL3 Systems)	EA	\$ 23.36
	701	GR Convex TYPE 31 RADIUS 60' Galv,	EA	\$ 186.03
N/A	1001	GR Anchor Assy Design A Type 1 Includes Tube Sleeve Assy Galv.	EA	\$ 778.57

3700SS262G	1067	GR Complete ET Plus (for 27 inch) Non-Flared TL3 Extruding Terminal System	System	\$ 2,528.80
KA063	1077	GR SKT-350 (for 27 inch) Non-flared Terminal System (TL3)	System	\$ 2,514.27
15000G	1135	STEEL YIELDING TERMINAL POST, GALV GR END TREATMENT PART	EA	\$ 92.24
	1343	GR SKT 350, TL-2, 25'0" SYSTEM, w/Wood Posts & blocks	EA	\$ 2,107.33
A114	1361	3/4" X 6'6" ANCHOR CABLE (U), SKT/FLEAT,	EA	\$ 110.00
1050G	1424	GR Convex Radius 50' Galv.	EA	\$ 186.03
N/A	1473	GR Block Wood 6" x 12" x 14" Hem Fir	EA	\$ 18.69
3717G	1583	3/4" X 2-1/2" Hex Bolt, A325, 3717G	EA	\$ 2.73
33873A	1675	ET HBA POST, BOTTOM, #1 & 2, GALV GR END TREATMENT PART	EA	\$ 155.71
6777B	1759	4"X 7-1/2"X 1'2", W-BEAM, KING BLOCK, 6777B	EA	\$ 6.23
	1761	Bearing Plate, SKT/Fleat, Galv	EA	\$ 34.26
4015G	1772	GR Cable Barrier Wire Rope 3/4" Type 1 Class A Coating 2000 Feet Per Roll	EA	\$ 3,339.25
47ET31WOOD	1773	GR ET-Plus 31 (for 31 inch) Non-flared Terminal System	EA	\$ 2,564.71
4140B	1776	6" X 8" X 4'0-1/4" Anchor Post, ET, Type 31,	EA	\$ 33.60
20442G	1778	GR ET-Plus Panel No. 2 Type 31 15' 7" # 20442G Galvanized	EA	\$ 209.35
N/A	1779	GR SKT-MGS (for 31 inch) Non-Flared Terminal System	System	\$ 2,561.50

G1507/MGS-SF1303	1780	Anchor Panel, SKT-350, Type 31, 15'7-1/2"	EA	\$ 262.96
UP650	1783	6" X 8" X 3'10.5" ANCHOR POST, TYPE 31 SKT SYSTEM,	EA	\$ 25.69
47ANCHOR10	1815	GR anchor Assy, Type 10, Includes Tube Sleeve	EA	\$ 763.00
907G	1821	GR End Piece Design C 3/4 Wrap Galv 12 GA	EA	\$ 49.83
N/A	1822	GR Block Wood 6" x 8" x 14" Hem Fir	EA	\$ 8.72
533G	1878	W6X9 @ 6' 0", STEEL GR POST FOR WOOD OR POLY BLOCK	EA	\$ 63.70
00SRT99-12	2005	GR Complete SRT 350 System Slotted 8 Post	EA	\$ 2,158.20
KA062.09	2021	GR Fleet 350 Terminal System (TL3)	EA	\$ 2,180.00
3391G	2060	5/8" X 1-3/4" Hex Bolt, A325, 3391G	EA	\$ 1.01
1055G	2098	GR Convex Radius 55' Galv.	EA	\$ 186.03
3908G	2171	1" Heavy Hex Nut, A563, 3908G	EA	\$ 2.18
5978B	2336	4"X 12"X 14", Type 31, Poly GR Block	EA	\$ 11.16
N/A	2432	SKT 350, TYPE 31, 40'7-1/2", STEEL POST, POLY BLOCK, Non-flared Terminal System	System	\$ 2,550.60
N/A	2436	GR Convex TYPE 31 RADIUS 100' Galv,	EA	\$ 174.40
N/A	2437	GR CONCAVE TYPE 31 RADIUS 30', Galv	EA	\$ 174.40
N/A	2438	GR CONCAVE TYPE 31 RADIUS 60', Galv	EA	\$ 174.40
N/A	2439	GR CONCAVE TYPE 31 RADIUS 100', Galv	EA	\$ 174.40
	2450	GR Convex TYPE 31 RADIUS 30' Galv,	EA	\$ 174.40
	2461	GR Concave TYPE 31 RADIUS 45' Galv,	EA	\$ 174.40
32219G	2617	32219G ASYM. TRANSITION, 6'3", LEFT, 10 GA GALV THRIE BEAM PANEL	EA	\$ 199.31

32218G	2618	32218G ASYM. TRANSITION, 6'3", RIGHT, 10 GA GALV THRIE BEAM PANEL	EA	\$ 199.31
	2661	GR Convex TYPE 31 RADIUS 45' Galv,	EA	\$ 186.03
	2834	GR Concave TYPE 31 RADIUS 15' Galv,	EA	\$ 296.04
	2835	GR Concave TYPE 31 RADIUS 20' Galv,	EA	\$ 186.03
15203G	2864	Softstop, Post #1, 4' 9- 1/2", SYTP, 15203G	EA	\$ 60.44
105286G	2865	5/16" X 1-1/2" Hex Bolt, 105286G	EA	\$ 0.36
15207G	2866	Softstop, Keeper Plate, 15207G	EA	\$ 21.80
15208A	2867	Softstop Impact Head, 15208A	EA	\$ 1,415.40
105285G	2868	5/16" X 2-1/2" Hex Bolt, 105285G	EA	\$ 0.52
15201G	2869	Softstop, Anchor Angle, 15201G	EA	\$ 36.80
15204A	2870	Softstop, Anchor Paddle, 15204A	EA	\$ 110.08
N/A	2939	SKT/FLEAT #1 SP HARDWARE KIT,	EA	\$ 15.57
N/A	2940	SKT/FLEAT #2 SP HARDWARE KIT,	EA	\$ 10.90
SB58A/N055A/W050A	3030	1/2" SHOULDER BOLT W/NUT & 2 WASHERS, SKT/FLEAT (SET OF 8)	Set	\$ 35.81
15200G	3034	Softstop, Anchor Panel, 12'6", 15200G	EA	\$ 266.27
	3052	Steel GR Post, Model PD 200G, 4"x6" Post Driver	EA	\$ 3,858.60
	3053	Steel GR Post, PD 140/200 4x6 Drive Cap	EA	\$ 981.00
	3054	Steel GR Post, Throttle Valve Kit With 5' Hose	EA	\$ 392.40
	3091	Complete Softstop Terminal, TL-3, 50'9-1/2" Long, w/8" block	EA	\$ 2,399.45
	3092	Complete Softstop Terminal, TL-2, 38'3-1/2", w/8" block	EA	\$ 2,172.73

3360G	3100	1 1/4" Guard Rail Spice Bolt 50 lb Bucket (263 bolts per bucket)	EA	\$ 135.94
3340G	3101	5/8" Nut 50lb Bucket (263 nuts per bucket)	EA	\$ 135.86
UHP2A/HP3B	3443	SKT/FLEAT #2 STEEL POST, UPPER AND LOWER ASSEMBLY	Set	\$ 152.60
49398A	3444	ET-31 HBA POST #1, TOP, 3'0", GALV GR END TREATMENT PART	EA	\$ 115.81
N/A	3461	6'3" @ 6'3", TYPE 1 MODIFIED ANCHOR, 12 GA GALV W-BEAM GR PANEL	EA	\$ 87.20
14287G	3472	W6X9 @ 9'0" POST, GALV STEEL GR POST	EA	\$ 168.14
N/A	3519	ET TYPE 31, TL2, 21' 10-1/2", STEEL POST, POLY BLOCK Non-flared Terminal System	EA	\$ 1,937.78
N/A	3540	ET TYPE 31, 40' 7-1/2", STEEL POST, POLY BLOCK Non-flared Terminal System	System	\$ 2,688.67
TPHP1A	3646	SKT/FLEAT #1 POST, UPPER ONLY 29" LONG SQ TUBE	EA	\$ 79.93
UHP2A	3674	SKT/FLEAT #2 POST, UPPER ONLY 34" LONG I BEAM	EA	\$ 80.97
TPHP1B	3679	SKT/FLEAT #1 POST, LOWER ONLY, (6' W6X15),	EA	\$ 252.06
HP3B	3680	SKT/FLEAT #2 POST, LOWER ONLY,	EA	\$ 74.94
15205A	3906	Softstop, Post #0 Anchor Post, 15205A	EA	\$ 371.82
15202G	3907	Softstop, Angle Strut, 15202G	EA	\$ 75.08
34429G	3908	Softstop, Plate Washer, 15206G	EA	\$ 29.44
34429G	3909	Softstop, Hardware Can, 34429G	EA	\$ 443.27
4489G	3910	5/8" X 9" Hex Bolt, A325, 4489G	EA	\$ 7.19

4372G	3911	5/8" Washer, F436, 4372G	EA	\$ 0.17
	3971	MSKT Impact Head, Galv	EA	\$ 982.56
	3972	MSKT Post #1, Upper (6"x 6"x 1/8" Tube), Galv	EA	\$ 135.50
	3973	MSKT Post #1, Lower, W6x15 @6'0"w/soil plate, Galv	EA	\$ 309.77
	3974	MSKT Post #2, Lower, Galv	EA	\$ 135.47
	3975	MSKT Strut, Galv	EA	\$ 98.10
	3976	End Terminal, MSKT, 46'10-1/2", STL, 8"Block	EA	\$ 2,997.50
	3977	MSKT, 12ga W-Beam, 9'4- 1/2", Galv	EA	\$ 93.43
	4002	End Terminal, MSKT, 46'10-1/2", STL, 12" Block	EA	\$ 3,044.21
	4021	Natina, Type 31 W-Beam 12ga, 12'6" @ 3'1-1/2"	EA	\$ 350.13
	4022	Natina, Steel GR Post, W6x9 @ 6' 0", W-Beam	EA	\$ 115.27
	4023	Natina, 5/8"x14" GR Post Bolt	EA	\$ 6.24
	4024	Natina, 5/8"x18" GR Post Bolt	EA	\$ 6.64
	4025	Natina, 5/8"x1-1/4" Splice Bolt	EA	\$ 1.54
	4026	Natina, 5/8" Round F844 Washer	EA	\$ 0.94
	4027	Natina, 5/8" Recessed Nut	EA	\$ 1.40
Cable and Components				
4099G	179	Torpedo, Assy	Assy	\$ 101.84
5700B	193	Spacer, Cable 5700B	EA	\$ 8.16
5823B	194	Cover, Sleeve	EA	\$ 8.19
5824T	195	Strap, Post (for C shaped Post)	EA	\$ 7.88
5835B	196	Cap, external yellow	EA	\$ 2.42
5838B	197	Cap, external black	EA	\$ 4.84
33902G	198	Post, short C-shaped PST 3' 11.25"	EA	\$ 76.37
4372G	619	Washer, flat 5/8"	EA	\$ 0.11

4225G	659	5/16" X 1.75" Hook Bolt w/Shoulder	EA	\$	1.47
33909G	1208	Bracket, cable	EA	\$	20.68
33910G	1209	Post, terminal 350/TL3 CCT Line	EA	\$	76.55
5825G	1212	Bolt, cable lock	EA	\$	2.10
5831G	1214	Washer, 5/16"	EA	\$	0.08
3245G	1215	Nut, Hex 5/16 Diameter	EA	\$	0.27
5839B	1217	Cover, sleeve for S3 Anchor Post	EA	\$	7.15
33920G	1526	Connector to W Beam	EA	\$	188.46
5814G	1786	Terminal, cable, left hand	EA	\$	58.13
5633G	1787	CASS turnbuckle Stud Assy	Assy	\$	225.98
5826G	1789	Turnbuckle 1" x 14"	EA	\$	66.61
5836B	1790	Ring, reinforcing	EA	\$	1.06
9021G	1791	Bearing, Angle (A36)	EA	\$	32.41
5700B (2 each), 5823B (1 each) 5824T (1 each) 5838B (1 each)	1792	47 CASSKITR (CASS Repair Kit)	Kit	\$	33.79
33912G	1793	Post, short splice 3'11.25" for 10 ga cable	EA	\$	96.14
33901G	1794	Post, long C-shaped PST 5"3"	EA	\$	92.05
33934A	1795	Post, lower CRP (cable release post)	EA	\$	211.94
33936A	1796	Post, lower driven CRP	EA	\$	599.50
33935A	1797	Post, upper CRP	EA	\$	277.95
33915A	1798	Post, short bolted	EA	\$	120.70
33903A	1799	Post, terminal 350/TL3 w/soil plate	EA	\$	129.13
33953G	1800	CASS - TL3 Post Concrete	EA	\$	61.77
33956G	1801	CASS - TL3 Post Driven	EA	\$	102.94
33976A	1802	CASS -TL3 Post Sleeve w/soil plt	EA	\$	90.83
33982G	1803	Post, Sleeve-in Concrete 27"	EA	\$	48.44
33975G	1804	Post Sleeve-driven short post 30.75"	EA	\$	54.50
33985G	1805	Sleeve C 27" 11G Con	EA	\$	42.39
33908G	1806	Post Sleeve, for S3x5.7, 33908G	EA	\$	48.44
33914G	1807	Sleeve Long	EA	\$	47.69
33939A	1808	Sleeve, Post W/Soil Plate	EA	\$	78.72

33906G	1809	Post Sleeve, fo C-Shaped, 33906G	EA	\$ 48.44
5851B	1810	Sheeting, reflective 5" x 24", Yellow and Black	EA	\$ 16.35
5635G	1811	Assembly Stud 3/4"	EA	\$ 42.39
3848G	1812	Bolt, hex	EA	\$ 0.50
5833B	1814	Cap, sleeve	EA	\$ 1.28
5707T	1874	Post Strap, TL-4, 5707T	EA	\$ 6.89
5708B	1875	Sleeve Cover, TL-4, 5708B	EA	\$ 7.15
34007G	2316	Post Short CASS TL3 (4.1)	EA	\$ 86.70
5708B (1each) 5707T (1 each), 5700B (3each), 4225G (1each), 3245G (1 each)	2318	TL43 CASSKITR (CASS Repair Kit) 4 Strand TL3	Kit	\$ 37.21
4-LNP-S	2480	Gibraltar, TL4 Line Post Socketed	EA	\$ 93.43
J-BLT	2481	Gibraltar, J-Bolt w/Nut & Washer, 3/4"	EA	\$ 23.36
5700B (1 each), 4225G (2 each), 3245G (2 each), 5839B (1 each, 105202T (1 each)	2690	Repair Kit, for S3 Post, 4-Strand	EA	\$ 20.52
A42	2729	Brifen, Locating Pegs, A42	EA	\$ 1.56
4-HPIN-4	2763	Gibraltar, TL4, 4-Cable Hairpin	EA	\$ 54.50
4-LOCK-4	2764	Gibraltar, TL4, 4-Cable LockPlate	EA	\$ 24.91
TP1-4C	2765	Gibraltar, Terminal Post #1, TL-4, 4-Cable	EA	\$ 110.56
TP2-4C	2766	Gibraltar, Terminal Post #2, TL-4, 4-Cable	EA	\$ 110.56
TP3-4-4C	2767	Gibraltar, Terminal Post #3, TL-4, 4-Cable	EA	\$ 129.24
TP4-4-4C	2768	Gibraltar, Terminal Post #4, TL-4, 4-Cable	EA	\$ 129.24
34045G	3525	S3 Post, Short, 4 Strand, 34045G	EA	\$ 116.96
105202T	3526	S3, Post Strap, 4 Strand, 105202T	EA	\$ 3.13
34047A	3554	S3 Post Sleeve Driven w/ Soil Plate 34047A	EA	\$ 166.12
Z11L	3996	Brifen, TL-4 Line Post Socketed Left, Z11L	EA	\$ 102.77

Z41	3997	Brifen, TL-4 Post Excluder, Z41	EA	\$ 3.35
F11AL	4009	Brifen, Post #1, Anchor, Left Shoulder (TL3 & TL4)	EA	\$ 179.07
4F11B1L	4010	Brifen, Post #2, Anchor, Left Shoulder (TL4 Only)	EA	\$ 116.79
4F11B2L	4011	Brifen, Post #3, Anchor, Left Shoulder (TL4 Only)	EA	\$ 116.79
4F11B3L	4012	Brifen, Post #4, Anchor, Left Shoulder (TL4 Only)	EA	\$ 116.79
	4085	Brifen, Drive Socket, 57" w/Soil Plate	EA	\$ 225.79

Exhibit C
INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.
 - b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or

self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

Exhibit D
DOT DELIVERY LOCATIONS

NORTH CENTRAL REGION	
NCR MAINTENANCE AREA SHIP TO ADDRESS	HOURS OF OPERATION
WENATCHEE DISTRICT SITE	6:00 AM TO 4:30 PM
2830 EUCLID AVENUE	
WENATCHEE, WA 98801	
US 2 MP 119	
LEAVENWORTH MAINTENANCE YARD	6:00 AM TO 4:30 PM
ICP 2-1-025A, SR2, MP 99.5	
JCT. W/MILL STREET	
LEAVENWORTH, WA	
BLEWETT MAINTENANCE SITE	6:00 AM TO 4:30 PM
SR97, MP 178.2	
WEST SIDE OF HIGHWAY	
US 2 MP 178	
STEVENS PASS	6:00 AM TO 4:30 PM
US 2 MP 81.7	
NORTH SIDE OF HIGHWAY	
CHELAN MAINTENANCE YARD	VERIFY HOURS W/CONTACT
SR 150, MP 9.6	
SW SIDE OF HIGHWAY	
EPHRATA MAINTENANCE SITE	6:00 AM TO 4:30 PM
804 NORTH BASIN ST	
SR 28, MP 48.3	
EPHRATA, WA 98823	
MOSES LAKE MAINTENANCE SITE	6:00 AM TO 4:30 PM
SR 117, MP 50.98	
RAM ROAD & KITTELSON ROAD	
GEORGE MAINTENANCE SITE	6:00 AM TO 4:30 PM
302 SAM AVE, GEORGE, WA	
SR 90, EXIT 149, RT. 0.3 MILES ON FRONTAGE	
ROAD	

OTHELLO MAINTENANCE SITE	6:00 AM-4:30 PM
3025 WEST HIGHWAY 26	
OTHELLO, WA	
OKANOGAN MAINTENANCE SITE	6:00 AM - 4:30 PM
SR 97 MILEPOST, SOUTH SIDE OF HIGHWAY	
SR 97 MP 288.62	
ELECTRIC CITY MAINTENANCE SITE	6:00 AM TO 4:30 PM
SR 155, MP 23.8, WEST SIDE OF HIGHWAY	
ELECTRIC CITY, WA	
COULEE CITY MAINTENANCE SITE	6:00 AM TO 4:30 PM
MA 3, ICP 2-3-348B	
SR 2, MP 191.6	
WEST SIDE OF HIGHWAY	
TWISP MAINTENANCE SITE	6:00 AM TO 4:30 PM
SR 153, MP 30.4 (0.3 MILE FROM SR 20)	
SOUTH SIDE OF HIGHWAY	

OLYMPIC REGION	
OR MAINTENANCE AREA SHIP TO ADDRESS	HOURS OF OPERATION
TACOMA -	MON-FRI 7:30 -4:00
11211 41ST. AVE. SW	
TACOMA, WA 98499	
SHELTON -	MON-THURS 7:30 - 4:00
631 DAYTON AIRPORT RD	
SHELTON, WA 98584	
PORT ORCHARD	MON-THURS 7:30 - 4:00
8293 SPRING CREEK RD	
PORT ORCHARD, WA 98367-8192	
LOFALL	MON-THURS 7:30 - 4:00
27080 STATE HWY 3 NW	
POULSBO, WA 98370	
OLYMPIC REGION STORES -	MON-FRI 7:30 - 4:00
5720 CAPITOL BOULEVARD	
TUMWATER, WA 98501	
ELMA	MON-THURS 7:30 - 4:00
15 TWIDWELL RD	
ELMA, WA 98541	
ABERDEEN - MON - THURS 7:30 - 4:00	MON-THURS 7:30 - 4:00
4801 OLYMPIC HWY	
ABERDEEN, WA 98520-6922	
FORKS	MON - THURS 7:30 - 4:00
115 INDUSTRIAL CENTER	
FORKS, WA 98331	
PORT ANGELES	MON - THURS 7:30 - 4:00
1707 SOUTH 'C' ST.	
PORT ANGELES, WA 98363-7456	

SOUTH WEST REGION	
PACKWOOD (FOR WHITE PASS) MAINT SITE	6:30 AM - 4:30 PM
12910 US HIGHWAY 12	
PACKWOOD, WA 98361	
VANCOUVER MAINTENANCE SITE	MON-THURS 6:00-4:30
4100 MAIN STREET	
VANCOUVER, WA 98668	
GOLDENDALE MAINTENANCE SITE	MON-FRIDAY 7:30 - 5:00
1261 SCALEHOUSE RD	
GOLDENDALE, WA 98620	
BINGEN MAINTENANCE SITE	MON-FRIDAY 6:30-5:00
6600 STATE HIGHWAY 14	
MILE POST 66	
BINGEN, WA 98605	
NASELLE MAINTENANCE SITE	MON-THURS 6:00-4:30
795 STATE ROUTE 4	
NASELLE, WA 98638	
RAYMOND MAINTENANCE SITE	MON-THURS 6:00-4:30
105 EAST 5TH STREET	
RAYMOND, WA 98577	
KELSO MAINTENANCE SITE	TUE-FRI 6:00-4:30
2400 TALLEY WAY	
KELSO, WA 98626	
CHEHALIS MAINTENANCE SITE	6:30 AM - 4:30 PM
1411 RUSH ROAD	
CHEHALIS, WA 98532	
MORTON MAINTENANCE SITE	6:30 AM - 4:30 PM
130 CHAPMAN ROAD	
MORTON, WA 98356	

NORTH WEST REGION	
NWR MAINTENANCE AREA SHIP TO ADDRESS	HOURS OF OPERATION
BELLINGHAM MAINTENANCE SITE	FALL/WINTER M-F
3920 AIRPORT WAY	7:30 AM -3:00 PM
BELLINGHAM, WA 98226	SPRING/SUMMER M-TH
	7:30 AM - 4:00 PM
MOUNT VERNON MAINTENANCE SITE	MON - FRIDAY
4100 CEDERDALE ROAD	7:00 AM - 4:30 PM
MOUNT VERNON, WA 98274	
EVERETT MAINTENANCE SITE	MON - THURSDAY
709 NORTH BROADWAY	7:30 AM - 4:00 PM
EVERETT, WA 98201	
MONROE MAINTENANCE SITE	MON - THURSDAY
14200 CASCADE VIEW DRIVE	7:30 AM - 4:00 PM
MONROE, WA 98272	
KENT MAINTENANCE SITE	MON- FRIDAY
26620 68TH AVE. SO	7:00 AM - 4:00 PM
KENT, WA 98032	
BELLEVUE MAINTENANCE SITE	MON- FRIDAY
10833 NORTHUP WAY	6:30 AM - 4:00 PM
BELLEVUE, WA 98004	

EASTERN REGION	
ER MAINTENANCE AREA SHIP TO ADDRESS	HOURS OF OPERATION
PINES MAINTENANCE SHED	6:00 - 4:30 M - F
12121 E. MONTGOMERY DRIVE	
SPOKANE VALLEY, WA	
GEIGER MAINTENANCE SHED	6:00 - 4:30 M - F
7211 W. WESTBOW ROAD	
SPOKANE, WA 99212	
COLFAX MAINTENANCE SHED	6:00 - 4:30 M - F
SR 195 (MP 43.86)	
COLFAX, WA 99111	
DAVENPORT MAINTENANCE SITE	6:00 - 4:30 M - F
1407 MORGAN STREET	
DAVENPORT , WA 99122-9739	
SPRAGUE MAINTENANCE SHED	6:00 - 4:30 M - F
46494 McABEE ROAD	
SPRAGUE , WA 99032	
321B .15 MILES WEST OF NP U CROSSING	
ON OLD PSH 18-6321	
COLVILLE MAINTENANCE	6:00 - 4:30 M - F
440 NORTH HIGHWAY 395	
SR 3955, MP 230, NB SIDE	
COLVILLE, WA 99114	

SOUTH CENTRAL REGION	
SCR MAINTENANCE AREA SHIP TO ADDRESS	HOURS OF OPERATION
EAST SELAH MAINTENANCE SITE	MON - THURS
820 E. SELAH RD.	6:00 AM - 4:30 PM
YAKIMA, WA 98901	
TOPPENISH MAINTENANCE SITE	MON - THURS
231 FORT RD.	6:00 AM - 4:30 PM
TOPPENISH WA 98948	
RIMROCK MAINTENANCE SITE	MON - THURS
771 HIGHWAY 410	6:00 AM - 4:30 PM
NACHES, WA 98937	
PROSSER MAINTENANCE SITE	MON - THURS
2835 SALES YARD RD.	8:00 AM - 4:30 PM
PROSSER, WA 99350	
PASCO MAINTENANCE SITE	MON - THURS
1816 N 4TH AVE	8:00 AM - 4:30 PM
PASCO, WA 99301	
CONNELL MAINTENANCE SITE	
850 W HAWTHORNE	
CONNELL, WA 99326	
BULLFROG MAINTENANCE SITE	MON- THURS
151 S BULLFROG RD	6:30 AM - 5:00 PM
CLE ELUM, WA 98922	
WALLA WALLA MAINTENANCE SITE	MON - FRI
1210 "G" STREET	6:00 AM - 4:30 PM
WALLA WALLA, WA 99362	
DAYTON MAINTENANCE SITE	MON - THURS
529 W. MAIN	6:00 AM - 4:30 PM
DAYTON, WA 99328	
POMEROY MAINTENANCE SITE	MON - THURS
17 FALLING SPRINGS RD.	6:00 AM - 4:30 PM
POMEROY, WA 99347	
CLARKSTON MAINTENANCE SITE	MON - FRI
1501 BRIDGE ST.	6:00 AM - 4:30 PM
CLARKSTON, WA 99403	

ANATONE MAINTENANCE SITE	MON - THURS
SR 129 & MILL RD.	6:00 AM - 4:30 PM
ANATONE, WA 99401	

WSDOT REGION AND MAINTENANCE AREA MAPS

