



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

State of West Virginia Master Agreement

Order Date: 09-18-2025

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0803 0085 DOT2600000008 1	Procurement Folder:	1714410
Document Name:	VALTIR IMPACT ATTENUATOR PARTS	Reason for Modification:	
Document Description:	VALTIR IMPACT ATTENUATOR PARTS		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-09-23
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-09-22

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000047944 ROADBLOCK SOLUTIONS INC 109 DINNERBELL RD BUTLER PA 16002 US Vendor Contact Phone: 6144964914 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Ted J Whitmore Requestor Phone: (304) 414-7373 Requestor Email: ted.j.whitmore@wv.gov 2026 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

CR 9-18-25
Purchasing Division's File Copy

Total Order Amount:	Open End
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JE 9/18/25

PURCHASING DIVISION AUTHORIZATION
DATE: 9.18.25
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 9.18.25
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: 10-8-25
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Roadblock Solutions Inc., agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Val Tir Impact Attenuator Parts per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 06/30/2025, incorporated herein by reference and made apart hereof. .

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	46161515			EA	0.000000
Service From		Service To	Service Contract Amount		
				0.00	

Commodity Line Description: WORK AREA PROTECTION IMPACT ATTENUATOR PARTS

Extended Description:

WORK AREA PROTECTION IMPACT ATTENUATOR PARTS -
SEE ATTACHED PRICING PAGES

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any *additional insurance requirements contained in the specifications prior to Contract award* regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Roger Spencer - Business Development Mgr

(Address) 109 Dinnerbell Rd, Butler Pa 16002

(Phone Number) / (Fax Number) 800-674-9908

(email address) rspencer@roadblock.solutions

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

RoadBlock SOLUTIONS
(Company)

(Signature of Authorized Representative)

Roger Spencer - Business Development Mgr
(Printed Name and Title of Authorized Representative) (Date)

614-496-4914
(Phone Number) (Fax Number)

rspencer@roadblock.solutions
(Email Address)

**REQUEST FOR QUOTATION
Valtir Impact Attenuator Parts**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WVDOH to establish an open-end contract for Valtir, or equal, impact attenuator parts.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 “Valtir”** means Valtir, LLC of 15601 Dallas Parkway, Suite 525, Addison, TX 75001
 - 2.5 “WVDOH”** means the West Virginia Division of Highways.
 - 2.6 “FHWA”** means Federal Highway Administration
 - 2.7 “AASHTO”** means American Association of State and Highway Transportation Officials
 - 2.8 “NCHRP-230”** means National Cooperative Highway Research Program Report 230, a copy of which may be obtained at the following site:

<https://www.mytrb.org/Store/Product.aspx?ID=1820>
 - 2.9 “NCHRP-350”** means National Cooperative Highway Research Program Report 350, a copy of which may be obtained at the following site:

http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_350-a.pdf
 - 2.10 “MASH”** means the AASHTO publication Manual for Assessing Safety Hardware, 2nd Edition, a copy of which may be obtained at the following site:

REQUEST FOR QUOTATION
Valtir Impact Attenuator Parts

<https://store.transportation.org/item/publicationdetail/2707>

2.11 “NHS” National Highway System

2.12 “owner”, as used in Section 2.14 & 2.15 below, shall mean the owner of the rights to the device(s) specified in this Contract and the rights to devices for which the parts being supplied as part of this Contract are intended to be used with.

2.13 “equal”, as used in Sections 3.1.1, 3.1.2, 3.1.3, and 3.1.5 means that the supplied parts are compatible with the systems specified in Sections 3.1.1, 3.1.2, 3.1.3, and 3.1.5; can be substituted for the parts specified in the Pricing Pages with no modifications; the parts will perform and function the same as the parts manufactured by the owner; the manufacturing and supplying of the parts do not violate any rights or patents of the owner; and the use of such parts will have no effect on the devices eligibility to be used on the NHS. In order for the use of such parts to have no effect on the devices eligibility to be used on the NHS, the device shall meet the applicable Federal crash testing requirements when the proposed substitute parts are used. In regard to the device referenced in Section 3.1.1, the applicable Federal crash testing requirements are contained within NCHRP-230. In regard to the devices referenced in Section 3.1.2 & 3.1.5, the applicable Federal crash testing requirements are contained within NCHRP-350. In regard to the device referenced in Section 3.1.3, the applicable Federal crash testing requirements are contained within MASH. If a Vendor proposes to supply parts not manufactured by the owner, the Vendor & parts manufacturer shall each attest in writing to each of the previously specified requirements for the parts to be considered “equal”. In addition, the Vendor shall provide an acknowledgement letter from the FHWA stating that the use of replacement parts from the specified manufacturer will not affect the eligibility of the devices to be used on the NHS.

2.14 “equal”, as used in Section 3.1.4, means that the supplied device is compatible with the existing base & transition anchors originally installed for the device specified, the device can be repaired using the parts supplied under this Contract in Section 3.1.3, the device has been acknowledged by the FHWA as meeting the Test Level 2 or 3 (as applicable) requirements of MASH, and the manufacturing and supplying of the device does not violate any rights or patents of the owner. If a Vendor proposes to supply a device other than that specified, the Vendor & device manufacturer shall each attest in writing to each of the previously specified requirements for the device to be considered “equal”. In addition, the Vendor shall supply documentation to support their claim that the device has been acknowledged by the FHWA as meeting

REQUEST FOR QUOTATION
Valtir Impact Attenuator Parts

the Test Level 2 or 3 (as applicable) requirements of MASH (full MASH test report for the device and FHWA acknowledgement letter).

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Valtir GREAT Impact Attenuator Replacement Parts, or equal

3.1.1.1 Items 1-28 as shown on Exhibit A, Pricing Pages, shall be replacement parts for Valtir GREAT impact attenuators, or equal.

3.1.1.2 Items 1-28 shall be original replacement parts manufactured by Valtir, or equal.

3.1.1.3 Equal parts must be compatible with the Valtir GREAT Impact Attenuator system.

3.1.2 Valtir NCHRP-350 Quadguard Impact Attenuator Replacement Parts, or equal

3.1.2.1 Items 29-94 and 99-114 as shown on Exhibit A, Pricing Pages, shall be replacement parts for Valtir Quadguard, Quadguard-II, and Quadguard-HS impact attenuators, or equal.

3.1.2.2 Items 29-94 and 99-114 shall be original replacement parts manufactured by Valtir, or equal.

3.1.2.3 Equal parts must be compatible with the Valtir Quadguard Impact Attenuator systems described above.

3.1.3 Valtir Quadguard M10 Impact Attenuator Replacement Parts, or equal

**REQUEST FOR QUOTATION
Valtir Impact Attenuator Parts**

- 3.1.3.1** Items 95-98 as shown on Exhibit A, Pricing Pages, shall be replacement parts for Valtir Quadguard M10 impact attenuators, or equal.
- 3.1.3.2** Items 95-98 shall be original replacement parts manufactured by Valtir, or equal.
- 3.1.3.3** Equal parts must be compatible with the Valtir Quadguard M10 Impact Attenuator system described above.

3.1.4 Valtir Complete Quadguard M10 Impact Attenuators, or equal

- 3.1.4.1** Items 115-118 as shown on Exhibit A, Pricing Pages, shall be various length and width complete Valtir Quadguard M10 Impact Attenuators, or equal, with installation components as described. Items 115-118 may only be ordered directly by the WVDOT Traffic Engineering Division.
- 3.1.4.2** Items 115-118 shall be original complete units manufactured by Valtir, or equal.
- 3.1.4.3** Equal devices must be compatible with existing base & transition anchors originally installed for the Valtir Complete Quadguard M10 Impact Attenuator system specified and the replacement parts specified in Section 3.1.3.

3.1.5 Valtir TRACC Impact Attenuator Replacement Parts, or equal

- 3.1.5.1** Items 119-178 as shown on Exhibit A, Pricing Pages, shall be replacement parts for Valtir TRACC impact attenuators, or equal.
- 3.1.5.2** Items 119-178 shall be original replacement parts manufactured by Valtir, or equal.
- 3.1.5.3** Equal parts must be compatible with the Valtir TRACC Impact Attenuator system.

**REQUEST FOR QUOTATION
Valtir Impact Attenuator Parts**

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing a unit price for all items listed. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: john.w.estep@wv.gov.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within twenty one (21) Working Days after orders are received. Vendor shall deliver emergency orders within seven (7) Working Days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum

REQUEST FOR QUOTATION
Valtir Impact Attenuator Parts

delivery quantity is met.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

Regardless of whether or not the Vendor provides written notification of an order delay, if the Vendor is unable to deliver in full within twenty-one (21) Working Days after receipt of the order, the Vendor shall be subject to a daily (per Calendar Day) penalty at the purchasing Agency's discretion in the amount of forty dollars (\$40) for each Calendar Day beyond the delivery deadline date until the order is received in full. This penalty shall be assessed by subtracting the penalty from the original total value of the Release Order. The penalty shall not exceed the original total amount of the Release Order.

The Vendor shall not be subject to the above described penalty for non-delivery of items with seven (7) Working Days on emergency orders. The Vendor shall be subject to the above described penalty only when the delivery time of such items exceeds twenty-one (21) Working Days.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay additional delivery costs incurred on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice. No markup shall be permitted for these additional charges. On any such orders, the Vendor may only invoice for additional freight charges incurred for items that are delivered within the specified (7) Working Days.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion. The provisions of Section 6.2 shall apply until the entire Release

REQUEST FOR QUOTATION
Valtir Impact Attenuator Parts

Order is completed correctly and in full.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

6.6 Packaging: All large components shall be shipped adequately secured on pallets for ease in unloading. Large components shall be easily identifiable or the packaging shall be labeled indicating the contained parts. All accessory hardware and relatively small components shall be appropriately packaged and labeled.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

REQUEST FOR QUOTATION
Valtir Impact Attenuator Parts

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

Contract Manager:

Telephone Number:

Fax Number:

Email Address:

Roger Spencer

614-496-4914

rspencer@roadblock.solutions

EXHIBIT A - PRICING PAGES

ITEM NUMBER	ESTIMATED QUANTITY	DESCRIPTION	PART DETAIL SHEET(S) SEE EXHIBIT B	UNIT COST	EXTENDED TOTAL AMOUNT (QTY x UNIT COST)
		Valtir GREAT Attenuators, or equal			
		GREAT panels and parts, or equal			
1		GREAT thrie-beam fender panel w/ connection to diaphragm hardware, mushroom bolt assembly, and deflector assembly	5	\$1,990.00	
2		GREAT complete mushroom bolt and deflector assembly	5	\$270.00	
3		GREAT concrete block backup deflector panel w/ connection to fender panel hardware	14	\$3,155.00	
4		GREAT concrete block backup side panel w/ connection to fender panel hardware	8	\$3,182.00	
5		GREAT steel backup side panel w/ connection to backup hardware	11, 12	\$2,996.00	
6		GREAT extension panel w/ connection to backup and thrie to w-beam panel hardware	14	\$2,905.00	
7		GREAT NJ barrier backup left side 4" offset transition panel w/ support bracket, connection to support bracket hardware, and connenction to steel backup hardware	11	\$2,864.00	
8		GREAT NJ barrier backup right side 4" offset transition panel w/ support bracket, connection to support bracket hardware, and connenction to steel backup hardware	11	\$2,890.00	
9		GREAT thrie beam to w-beam transition panel w/ connection to extension panel and w-beam hardware	14	\$2,940.00	
		GREAT diaphragms and parts, or equal			
10		GREAT 24" diaphragm w/ cable guide assembly and cable guide connection h/w	4	\$3,100.00	
11		GREAT 30" diaphragm w/ cable guide assembly and cable guide connection h/w	4	\$3,100.00	
		GREAT restraining cables and parts, or equal			
12		GREAT 5 bay restraining cable w/ connection hardware and 6 ea. 3x3x1/4 washer bars	6	\$5,130.00	
13		GREAT 6 bay restraining cable w/ connection hardware and 6 ea. 3x3x1/4 washer bars	6	\$5,171.00	

14		GREAT 7 bay restraining cable w/ connection hardware and 6 ea. 3x3x1/4 washer bars	6	\$2,490.00	
15		GREAT cable guide assembly w/ connection to diaphragm hardware	4	\$220.00	
16		GREAT front anchor plate for restraining cable w/ connection to foundation MP-3 anchors	6	\$2,945.00	
17		GREAT rear anchor plate for restraining cable w/ connection to foundation MP-3 anchors	6	\$1,250.00	
GREAT nose cover and parts, or equal					
18		GREAT nose cover w/ connection to diaphragm hardware (does not include legs)	3	\$1,990.00	
19		GREAT nose support legs (2 ea.) w/ tabs and connection to nose cover hardware	3	\$300.00	
GREAT chain rail assemblies and parts, or equal					
20		GREAT 8 ft. 11 in. "A" chain rail section w/ proof coil chains	7	\$1,399.00	
21		GREAT 18 ft. "B" chain rail section w/ proof coil chains	7	\$2,190.00	
22		GREAT 9 ft. "B" or "C" chain rail section w/ proof coil chains	7	\$1,489.00	
23		GREAT 3 ft. "C" chain rail section w/ proof coil chains	7	\$1,298.00	
24		GREAT 6 ft. "C" chain rail section w/ proof coil chains	7	\$1,340.00	
25		GREAT proof coil chain w/ clevis & keeper pin	7	\$229.00	
GREAT cartridges and parts, or equal					
26		GREAT Hexfoam II Type 51 cartridge	NA	\$1,996.00	
27		GREAT concrete block backup cartridge support bracket	8	\$520.00	
28		GREAT NJ barrier metal backup cartridge support bracket w/ connection hardware	11	\$520.00	
Valtir Quadguard Attenuators, or equal					
Quadguard 24" to 36" units, or equal					
Quadguard diaphragms and parts (24" to 36"), or equal					
29		Quadguard 24" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	15	\$1,965.00	

30		Quadguard 30" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	15	\$1,990.00	
31		Quadguard 36" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	15	\$295.00	
Quadguard nose cover and parts (24" to 36"), or equal					
32		Quadguard yellow belt nose cover w/ cartridge support bracket, nose support legs, nose attachment brackets, pull-out brackets, and connection to diaphragm hardware (fits 24" and 30" units)	16	\$2,950.00	
33		Quadguard yellow belt nose cover w/ cartridge support bracket, nose support legs, nose attachment brackets, pull-out brackets, and connection to diaphragm hardware (fits 36" units)	16	\$2,978.00	
Quadguard backups and parts (24" to 36") , or equal					
34		Quadguard 24" tension strut backup with cartridge support bracket, side panel, and side panel connection hardware.	19	\$3,899.00	
35		Quadguard 30" tension strut backup with cartridge support bracket, side panel, and side panel connection hardware.	19	\$3,995.00	
36		Quadguard 36" tension strut backup with cartridge support bracket, side panel, and side panel connection hardware.	19	\$4,090.00	
37		Quadguard concrete block backup 24" front face w/ side panel and side panel connection hardware.	20	\$2,650.00	
38		Quadguard concrete block backup 30" front face w/ side panel and side panel connection hardware.	20	\$2,790.00	
39		Quadguard concrete block backup 36" front face w/ side panel and side panel connection hardware.	20	\$2,880.00	
Quadguard panels and parts (24" to 36"), or equal					
40		Quadguard quad beam to w-beam transition panel w/ diagonal brace, diagonal brace connection hardware, and connection to post #2 bar washers (24" unit)	23	\$2,260.00	

41		Quadguard quad beam to w-beam transition panel w/ diagonal brace, diagonal brace connection hardware, brace blockouts, and connection to post #2 bar washers (30" unit)	23	\$2,260.00	
42		Quadguard quad beam to w-beam transition panel w/ diagonal brace, diagonal brace connection hardware, brace blockouts, and connection to post #2 bar washers (36" unit)	23	\$2,290.00	
43		Quadguard quad beam to thrie beam transition panel w/ diagonal brace, diagonal brace connection hardware, and connection to post #2 bar washers (24" unit)	24	\$2,488.00	
44		Quadguard quad beam to thrie beam transition panel w/ diagonal brace, diagonal brace connection hardware, brace blockouts, and connection to post #2 bar washers (30" unit)	24	\$2,364.00	
45		Quadguard quad beam to thrie beam transition panel w/ diagonal brace, diagonal brace connection hardware, brace blockouts, and connection to post #2 bar washers (36" unit)	24	\$2,194.00	
Quadguard 69" and 90" units, or equal					
Quadguard diaphragms and parts (69" and 90" units), or equal					
46		Quadguard 26.50" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$1,610.00	
47		Quadguard 26.95" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$1,977.00	
48		Quadguard 32.80" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$1,990.00	
49		Quadguard 35.94" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,086.00	
50		Quadguard 39.09" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,099.00	
51		Quadguard 42.24" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,172.00	

52		Quadguard 45.39" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides (NOTE: For 120" units, use Item #74)	26	\$2,341.00	
53		Quadguard 48.54" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,273.00	
54		Quadguard 50.12" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,284.00	
55		Quadguard 51.69" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,310.00	
56		Quadguard 54.84" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,355.00	
57		Quadguard 57.99" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,393.00	
58		Quadguard 59.57" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,410.00	
59		Quadguard 61.14" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,440.00	
60		Quadguard 64.29" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,495.00	
61		Quadguard 68.07" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,530.00	
62		Quadguard 70.59" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,566.00	
63		Quadguard 73.74" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,643.00	
64		Quadguard 76.89" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,699.00	
65		Quadguard 80.04" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$2,715.00	

		Quadguard nose cover and parts (69" and 90" units), or equal			
66		Quadguard 69" yellow belt nose cover w/ cartridge support bracket, nose attachment brackets, pullout brackets, nose attachment hardware, pullout bracket hardware, and nose attachment bracket hardware (fits 69" 3-7 bay units)	27	\$2,970.00	
67		Quadguard 90" yellow belt nose cover w/ cartridge support bracket, nose attachment brackets, pullout brackets, nose attachment hardware, pullout bracket hardware, and nose attachment bracket hardware (fits 69' to 90" units)	27	\$2,970.00	
		Quadguard backups and parts (69" and 90") , or equal			
68		Quadguard tension strut backup w/ side panel, hinge plates, telespar struts, cartridge support bracket, support bracket locking bar, and connection hardware (69" unit)	29	\$5,275.00	
69		Quadguard tension strut backup w/ side panel, hinge plates, telespar struts, cartridge support bracket, support bracket locking bar, and connection hardware. (90" unit)	29	\$5,414.00	
70		Quadguard concrete block backup front face w/ hinge plate, side panel, telespar struts, and connection hardware. (69" unit)	30	\$5,912.00	
71		Quadguard concrete block backup front face w/ hinge plate, side panel, telespar struts, and connection hardware. (90" unit)	30	\$6,100.00	
		Quadguard panels and parts (69" and 90"), or equal			
72		Quadguard quad beam to w-beam transition panel w/ pivot support bracket, support bracket hardware, and connection to post #2 bar washers (69" and 90" units)	31	\$2,473.00	

73		Quadguard quad beam to thrie beam transition panel w/ pivot support bracket, support bracket hardware, and connection to post #2 bar washers (69" and 90" units)	32	\$2,377.00	
		Quadguard 120" units, or equal			
		Quadguard diaphragms and parts (120" units), or equal			
74		Quadguard 45.39" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	35	\$3,192.00	
NA	NA	Quadguard 57.99" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides USE LINE ITEM 57	26	NA	
NA	NA	Quadguard 70.59" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides USE LINE ITEM 62	26	NA	
75		Quadguard 82.68" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$3,493.00	
76		Quadguard 95.31" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$3,815.00	
77		Quadguard 108" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides	26	\$4,690.00	
		Quadguard backups and parts (120" units) , or equal			
78		Complete Quadguard tension strut backup w/ center section, right section, left section, side panels, hinge plates, telespar struts, cartridge support bracket, support bracket locking bar, and all connection hardware	33	NA	
79		Replacement 120" Quadguard tension strut backup right section w/ side panels, hinge plates, telespar struts, and all required connection h/w	33	NA	
80		Replacement 120" Quadguard tension strut backup left section w/ side panels, hinge plates, telespar struts, and all required connection h/w	33	NA	

		Quadguard nose cover and parts (120" units), or equal				
81			Quadguard 120" yellow belt nose cover w/ cartridge support bracket, nose attachment brackets, pullout brackets, nose attachment hardware, pullout bracket hardware, and nose attachment bracket hardware (fits 120" units)	27 (installation similar)	\$3,699.00	
		Valtir Quadguard - HS Attenuators, or equal				
		Quadguard-HS 24" to 36" units, or equal				
		Quadguard-HS diaphragms and parts (24" to 36"), or equal				
NOTE: SPECIAL DIAPHRAGMS AND DIAPHRAGM COMPONENTS FOR DIAPHRAGMS 1 THRU 3 FROM THE FRONT ARE LISTED BELOW. ALL OTHER PARTS ARE THE SAME AS IS STANDARD QUADGUARD						
82			Quadguard-HS 24" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides (diaphragms 1 thru 3 only)	34	\$1,899.00	
83			Quadguard-HS 30" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides (diaphragms 1 thru 3 only)	34	\$2,280.00	
84			Quadguard-HS 36" diaphragm w/ monorail guides, cartridge support brackets, and hardware for guides (diaphragms 1 thru 3 only)	34	\$2,445.00	
85			Diaphragm #3 bumper assembly with bumper and hardware (for 24" to 36" units)	62	\$1,360.00	
86			Diaphragm #2 bumper/spacer assembly with bumper, spacer, and hardware (for 24" to 36" units)	62	\$1,360.00	
87			Diaphragm #1 spacer assembly with spacer and hardware (for 24" to 36" units)	62	\$1,360.00	
		Quadguard-HS nose covers (24" to 36"), or equal				
88			Quadguard-HS yellow belt nose cover w/ nose attachment brackets, pull-out brackets, and connection to diaphragm hardware (fits 24" and 30" units)	80/81	\$2,993.00	
89			Quadguard-HS yellow belt nose cover w/ nose attachment brackets, pull-out brackets, and connection to diaphragm hardware (fits 36" units)	80/81	\$2,993.00	

		Valtir Quadguard II Attenuators, or equal			
		Quadguard II 24" to 48" units, or equal			
		Quadguard II diaphragms and parts (24" to 48"), or equal			
NOTE: THE STANDARD 48" QUADGUARD DIAPHRAGM BELOW IS UNIQUE TO THE QUADGUARD II SYSTEM, BUT ONLY BASED ON ITS' WIDTH. STANDARD QUADGUARD 24" DIAPHRAGMS ARE COMPATIBLE WITH THE QUADGUARD II SYSTEM. SEE ITEM NUMBERS 29 THROUGH 31					
90		Quadguard-II 48" diaphragm w/ monorail guides, cartridge support brackets, monorail shims, and hardware for guides	15	\$2,566.00	
91		Quadguard II diaphragm shim for 24" to 48" diaphragms (2 ea. required for each diaphragm)	85	\$270.00	
		Quadguard II nose cover and parts (24" to 48"), or equal			
92		Quadguard II "narrow" yellow metal nose cover w/ cartridge support brackets and connection to diaphragm hardware (fits 24" to 48" units*) * see item 93 for additional part for 48" unit noses	82	\$1,440.00	
93		Quadguard II "narrow" yellow metal nose cover 12" spacer with connection hardware. (supplemental part required for nose covers used with 48" design width units)	83	\$1,495.00	
		Quadguard II 69" to 120" units, or equal			
		Quadguard II nose cover and parts (69" to 120"), or equal			
94		Quadguard II "wide" yellow metal nose cover w/ cartridge support brackets and connection to diaphragm hardware (fits 69" to 120" units)	84	\$1,570.00	
		Valtir Quadguard M10 Attenuators, or equal			
NOTE: SPECIAL SHIMS FOR USE WITH THE DIAPHRAGMS, M10 CARTRIDGES, AND M10 NOSE COVER ARE LISTED BELOW. ALL OTHER PARTS ARE THE SAME AS IS USED WITH QUADGUARD					
		Quadguard M10 24" units, or equal			
		Quadguard M10 24" diaphragms and parts, or equal			
95		Quadguard M10 monorail guide shim (2 ea. required for each diaphragm)	86	\$275.00	
		Quadguard M10 cartridges, or equal			
96		Quadguard M10 type M-I cartridge	87	\$1,410.00	
97		Quadguard M10 type M-II cartridge	87	\$1,495.00	
		Quadguard M10 24" nose cover and parts, or equal			
98		Quadguard M10 24" yellow metal nose cover w/ cartridge support brackets, pullout brackets, hold down brace, and connection to diaphragm hardware	88, 89, 90	\$1,360.00	
		Valtir Quadguard common parts (all units), or equal			

		Quadguard panels and parts (all units), or equal			
99		Quadguard mushroom bolt assembly	17	\$270.00	
100		Quadguard fender panel w/ connection to diaphragm hardware and mushroom bolt assembly	17	\$1,190.00	
101		Quadguard NJ barrier backup left side 4 inch offset transition panel w/ support bracket, and connection to support bracket hardware.	22	\$2,310.00	
102		Quadguard NJ barrier backup right side 4 inch offset transition panel w/ support bracket, and connection to support bracket hardware.	22	\$2,310.00	
103		Quadguard NJ barrier backup left side 9 inch offset transition panel w/ support bracket, and connection to support bracket hardware. (not to be used for traffic approaching rear of unit)	NA	\$2,451.00	
104		Quadguard NJ barrier backup right side 9 inch offset transition panel w/ support bracket and connection to support bracket hardware. (not to be used for traffic approaching rear of unit)	NA	\$2,451.00	
		Quadguard backups and parts (all units) , or equal			
105		Quadguard concrete block backup end shoe attachment w/connection to block MP-3 anchors	21	\$4,680.00	
106		Quadguard concrete block backup wheel deflector w/ connection to block MP-3 anchors	25	\$4,680.00	
		Quadguard monorails and parts (all units), or equal			
107		Quadguard one bay monorail section	18, 28	\$1,490.00	
108		Quadguard two bay monorail section	18, 28	\$2,283.00	
109		Quadguard three bay monorail section	18, 28	\$2,890.00	
110		Quadguard monorail end cap w/ connection to monorail hardware	18, 28	\$281.00	
		Quadguard cartridges (all units except M10), or equal			
111		Quadguard type I cartridge	NA	\$1,410.00	
112		Quadguard type II cartridge	NA	\$1,495.00	
		Quadguard miscellaneous parts (all units), or equal			
113		Quadguard diaphragm cartridge support bracket	26	\$300.00	
114		Quadguard flex belt nose clamp	16 / 27 / 79	\$300.00	
		Valtir Complete Quadguard M10 Units, or equal			

115		Quadguard M10 unit, MASH Test Level II, 24" width, concrete backup installation (to include all parts, components, hardware, anchoring studs, and anchoring stud epoxy required for concrete installation) THIS ITEM MAY ONLY BE ORDERED BY THE TRAFFIC ENGINEERING DIVISION	NA	\$17,900.00	
116		Quadguard M10 unit, MASH Test Level II, 24" width, tension strut backup installation (to include all parts, components, hardware, anchoring studs, and anchoring stud epoxy required for concrete installation) THIS ITEM MAY ONLY BE ORDERED BY THE TRAFFIC ENGINEERING DIVISION	NA	\$18,900.00	
117		Quadguard M10 unit, MASH Test Level III, 24" width, concrete backup installation (to include all parts, components, hardware, anchoring studs, and anchoring stud epoxy required for concrete installation) THIS ITEM MAY ONLY BE ORDERED BY THE TRAFFIC ENGINEERING DIVISION	NA	\$24,900.00	
118		Quadguard M10 unit, MASH Test Level III, 24" width, tension strut backup installation (to include all parts, components, hardware, anchoring studs, and anchoring stud epoxy required for concrete installation) THIS ITEM MAY ONLY BE ORDERED BY THE TRAFFIC ENGINEERING DIVISION	NA	\$25,990.00	
Valtir TRACC Attenuators, or equal					
TRACC common parts, or equal					
Base components , or equal					
119		TRACC base module assembly (part # 25982A) pre-assembled w/ cross ties, nut holder plates, & shoulder studs. Does not include rip plates or doubler plates.	49, 50	\$2,763.00	
120		Left end shoe (part # 25955A) w/ attachment h/w	49, 50	\$642.00	
121		Right end shoe (part # 25954A) w/ attachment h/w	49, 50	\$642.00	
122		Front anchor weldment (part # 25956A) w/ attachment h/w.	49, 50	\$1,089.00	
123		3'-1" rear extension plate (part # 25961G) w/ attachment h/w (for 9-bay units)	49, 50	\$1,089.00	
124		2'-0 1/2" rear extension plate (part # 25995G) w/ attachment h/w (for 6-bay units)	55, 56	\$896.00	
9-bay unit rip plate components, or equal					
125		Rip plate, stage 3, bottom (part # 25964G)	49, 50	\$455.00	
126		Rip plate, stage 3, middle (part # 25965G)	49, 50	\$455.00	
127		Rip plate, stage 3, top (part # 25966G)	49, 50	\$410.00	

128		Rip plate, stage 2, (part # 25963G)	49, 50	\$408.00	
		6-bay unit rip plate components, or equal			
129		Rip plate, stage 3, bottom (part # 25993G)	55, 56	\$455.00	
130		Rip plate, stage 3, middle (part # 25992G)	55, 56	\$455.00	
131		Rip plate, stage 3, top (part # 25991G)	55, 56	\$410.00	
132		Rip plate, stage 2, (part # 25990G)	55, 56	\$408.00	
		doubler plates, or equal			
133		doubler plate (part # 25960G) w/ removable bolts.	49, 50	\$640.00	
134		11-1/2" rear doubler plate for 6-bay unit only (part # 25996G) w/ removable bolts	55, 56	\$640.00	
		fender panels, or equal			
135		"two-bay" fender panel (part # 25973) w/ attachment to diaphragm and adjacent fender panel h/w	51, 52, 53, 54	\$455.00	
136		"one-bay" fender panel (part # 25974) w/ attachment to diaphragm and adjacent fender panel h/w	51, 52, 53, 54	\$416.00	
		sled and frames (diaphragms), or equal			
137		24" frame (diaphragm) (part # 25971)	51, 52, 53, 54	\$960.00	
138		24" front sled (part # 25970) w/ shredder assembly (part # 25975) pre-assembled	51, 52, 53, 54	\$4,890.00	
139		shredder assembly (part # 25975) w/ hitch pin clip (part # 3253) and 3/4" x 2" clevis pin (part # 4425)	51, 52, 53, 54	\$4,960.00	
140		24" end frame (part # 25972A) w/ connection to 24" concrete block h/w, connection to NJ shape h/w (including transition adaptor (part # PC33356G) & adaptor connection to wall h/w), & connection to constant slope barrier h/w.	43, 44, 45, 46, 47, 48, 51, 52	\$612.00	
141		end frame (part # 33405 - 1/2 of split end frame for 33" and 39" units) w/ connection to barrier h/w (33" and 39" only)	57, 58	\$622.00	
142		1-1/2" WT-Frame extension (part # 33406) w/ connection to frame h/w (33" units only)	57, 58	\$596.00	
143		3" WT-Frame extension (part # 33471) w/ connection to frame h/w (39" units only)	59, 60, 61	\$711.00	
144		WT-Joint plate (part # 33467) w/ 3x1/4 fender panel plate and connection h/w (39" units only)	59, 60, 61	\$6,196.00	
		TRACC to w-beam transition components, or equal			
145		Lower and Upper W-beam (part # PC33344A) w/ connection to end frame h/w & splice connection h/w	36, 37	\$6,196.00	
146		W-beam (part # PC105G) w/ splice connection h/w	36, 37	\$614.00	

147		Backup post (post #1) (part # PC564G) w/ connection to end frame h/w	36, 37	\$522.00	
148		Backup post (post #1) w/ end plate (part # PC33345A) w/ connection to end frame h/w	38	\$522.00	
149		Support post (post # 2, 3) (part # PC33393G)	36, 37	\$522.00	
150		Support post (post # 4-9) (part # PC33346G)	36, 37	\$522.00	
151		Wood block (part # PC6144B) w/ connection to support post and beam h/w	36, 37	\$522.00	
152		Wood block (part # PC6142B) w/ connection to support post and beam h/w	36, 37	\$522.00	
153		Wood block (part # PC6145B) w/ connection to support post and beam h/w	36, 37	\$522.00	
154		Wood block (part # PC6146B) w/ connection to support post and beam h/w	36, 37	\$522.00	
155		Wood block (part # PC6147B) w/ connection to support post and beam h/w	36, 37	\$522.00	
156		Wood block (part # PC6143B) w/ connection to support post and beam h/w	36, 37	\$522.00	
157		Wood block (part # PC6141B) w/ connection to support post and beam h/w	36, 37	\$522.00	
TRACC to thrie beam transition components, or equal					
158		Right transition panel (part # PC33371A) w/ connection to end frame h/w and splice h/w	39, 40	\$4,912.00	
159		Left transition panel (part # PC33372A) w/ connection to end frame h/w and splice h/w	39, 40	\$4,912.00	
160		Backup post (post #1) (part # PC564G) w/ connection to end frame h/w	39, 40	\$522.00	
161		Backup post (post #1) w/ end plate (part # PC33345A) w/ connection to end frame h/w	41	\$522.00	
162		Steel Support post (post # 2-4) (part # PC33346G)	39, 40	\$522.00	
163		Wood block (part # PC6143) w/ connection to support post and beam h/w (for use w/ steel supports)	39, 40	\$522.00	
164		Wood Support post (post # 2-4) (part # PC6137B)	42	\$522.00	
165		Wood block (part # PC6138B) w/ connection to support post and beam h/w (for use with wood supports)	42	\$522.00	
TRACC to 24" concrete block transition components, or equal					
166		24" concrete block end shoe (part # PC33367G) w/ connection to barrier h/w	43, 44	\$1,199.00	
TRACC to NJ barrier transition components, or equal					
167		Lower W-beam (part # PC33360A) w/ connection to end frame h/w	45, 46	\$6,490.00	
168		Lower terminal (part # PC33380G) w/ connection to barrier and beam h/w	45, 46	\$6,490.00	

169		Upper W-beam (part # PC33359A) w/ connection to end frame h/w, wood blocks (part numbers PC6135B and PC6136B), and wood block connection h/w	45, 46	\$6,490.00	
170		Upper terminal (part # PC33380G) w/ connection to barrier and beam h/w	45, 46	\$6,566.00	
		TRACC to single slope barrier components, or equal			
171		Lower W-beam (part # PC3360A) w/ connection to end frame h/w.	47, 48	\$6,412.00	
172		Upper W-beam (part # PC33359A) w/ connection to end frame h/w, wood blocks (part numbers PC6533B and PC6534B), and wood block connection h/w	47, 48	\$6,419.00	
173		Upper and Lower terminal (part # PC926G) w/ connection to barrier and beam h/w	47, 48	\$6,333.00	
		TRACC miscellaneous hardware, or equal			
174		1/2" cable clamp (part # 4324)	59, 60, 61	\$625.00	
175		WT-cable clamp plate (part # 33470)	59, 60, 61	\$675.00	
176		1/2" cable (part # 6713)	59, 60, 61	\$699.00	
177		plate washer assembly w/ 5/8 bolt (part # 5306), 3 ea. plate washers (part # 19737), 5/8 fw (part # 4372), and 5/8 nut (part # 3361)	51, 52, 53, 54	\$649.00	
		TRACC nose cover, or equal			
178		TRACC plastic nose piece w/ attachment hardware (part # 6532B)	59	\$650.00	