



**MISSOURI DEPARTMENT OF TRANSPORTATION  
NORTHEAST DISTRICT  
SOLICITATION GUIDELINES AND DOCUMENTATION**

**REQUEST FOR BID**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: AUGUST 16, 2012	<b>RESPONSES DUE NO LATER THAN:</b> AUGUST 30, 2012 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
SPECIFY THE TIME YOU WILL REQUIRE TO MAKE DELIVERY AFTER THE RECEIPT OF ANY ORDERS PLACED DURING THE CONTRACT PERIOD.	<b>REQUEST # NE13-09B-R2</b>  THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 FAX NUMBER: (573)-526-3169
Mailing Address: <b>No RFB Responses Accepted By Fax</b> MoDOT – Northeast District – Macon Regional Office General Services (Procurement) Division 26826 U.S. Highway 63 Macon, MO. 63552	Delivery Locations: Refer to the enclosed list of facilities in the MoDOT Northeast District. Orders may be placed as-needed for delivery to any of the buildings listed herein during the contract period (award through December 31, 2012)	

<b>VENDOR NAME:</b>	<i>(Please enter your company name in this block)</i>
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Qty	U/M	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION
40	FT	12" Type S Corrugated Poly Culvert Pipe	\$	\$
1	EA	12" Poly Bands (widest made-including hardware)	\$	\$
1860	FT	15" Type S Corrugated Poly Culvert Pipe	\$	\$
47	EA	15" Poly Bands (widest made-including hardware)	\$	\$
1272	FT	18" Type S Corrugated Poly Culvert Pipe	\$	\$
33	EA	18" Poly Bands (widest made-including hardware)	\$	\$
640	FT	24" Type S Corrugated Poly Culvert Pipe	\$	\$
16	EA	24" Poly Bands (widest made-including hardware)	\$	\$
348	FT	30" Type S Corrugated Poly Culvert Pipe	\$	\$
10	EA	30" Poly Bands (widest made-including hardware)	\$	\$
100	FT	36" Type S Corrugated Poly Culvert Pipe	\$	\$
2	EA	36" Poly Bands (widest made-including hardware)	\$	\$
1	FT	42" Type S Corrugated Poly Culvert Pipe	\$	\$
1	EA	42" Poly Band (widest made-including hardware)	\$	\$
80	FT	48" Type S Corrugated Poly Culvert Pipe	\$	\$
4	EA	48" Poly Band (widest made-including hardware)	\$	\$
<b>TOTAL ORDER EXTENSION:</b>				\$
Delivery Time (# of workdays / A.R.O. = After Receipt of Order):				A.R.O.
Qualified Materials (* see note below) Supplied By (Manufacturer):				

### **REQUIRED SPECIFICATIONS**

All materials must comply with MoDOT Specification #MGS-92-13C and any other provisions outlined in the solicitation documents. **THE NORTHEAST DISTRICT WILL ONLY ACCEPT “TYPE S” CORRUGATED POLYETHYLENE CULVERT PIPE AS DESCRIBED IN SECTION 2.1 (corrugated surface outside and smooth inner liner).** The material to be supplied must comply with the requirements of Section 1047 of the Missouri Standard Specifications for Highway Construction, Edition of 2011, and any revisions thereto, unless modified by these specifications. **FURTHERMORE, THE NORTHEAST DISTRICT WILL ONLY ACCEPT PLAIN END PIPE (PLAIN END – BANDABLE – ONLY). BELL & SPIGOT END PIPE OR SNAP-TOGETHER POLY PIPE WILL NOT BE ACCEPTED.** \* Materials must be sourced from vendors on MoDOT’s approved list “Qualified Fabricators of Corrugated Polyethylene Culvert Pipe” (FS-1047 Table 1).

### **INITIAL ORDER QUANTITIES AND FUTURE ORDERS**

Bidders must submit pricing on all line items listed on page 1 (above). The quantities above represent pending requests which will be placed as initial orders (subject to slight adjustments if needed), with the exception of the 42” pipe and bands which are each listed as quantity of 1, simply so that a per foot/each price may be locked in for any possible future orders as there are no pending requests for this size pipe or bands at this time. The unit prices quoted for each line item above will be the unit pricing used for any additional as-needed orders, which may be placed throughout the duration of the contract (through December 31, 2012). The quantities listed are MoDOT’s best estimate of needs at the time of the solicitation posting. MoDOT reserves the right to increase or decrease quantities based upon budget constraints or changes in project requirements. The final quantity ordered by MoDOT shall be furnished at the same unit price.

### **STANDARD PIPE LENGTHS**

The MoDOT Northeast District understands standard pipe lengths are 10, 20, 24, and 30 foot joints. We also understand other “odd size” lengths may be ordered up to a maximum of 30 feet, but longer lead times may occur when ordering non-standard size pipe lengths. If your standard lengths are different than these, please make note of your standard sizes, and available minimum and maximum lengths below.

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### **BID TABULATION AND AWARD**

Award of this solicitation will be made on an “All Or Nothing” basis using the “lowest and best” principle of award. Since pipe joint lengths (minimum and maximum footages) may vary slightly from vendor to vendor, we require each bidder to submit their pricing on their “per foot” or “each” rate and use the quantities listed for price extensions. Do not alter any of our listed quantities. We will use these quantities to equally compare bids and use those calculations to determine the “lowest and best” bidder in conjunction with delivery time and other factors to make our award decision. After the award decision is made, and before P.O.’s are issued, we will work with the awarded vendor to adjust the actual pipe footage and band quantities ordered to best match the available footages for that manufacturer with the amounts that will best meet our project requirements.

### **LIQUIDATED DAMAGES**

In the event the Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that **the sum of \$150.00 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

## DELIVERIES

All orders placed during this contract period shall be delivered to various MoDOT maintenance facilities as identified by each order issued. The following lists potential delivery points in the MoDOT Northeast District. Price all materials as F.O.B. Destination. Delivery costs must be included in the unit prices & not listed separately.

Facility	County	Address	City	Zip	Location
Bowling Green	Pike	1416 Business Hwy. 54	Bowling Green	63334	Old Rt. 54 - 0.1 mile West of Business 61
Canton	Lewis	17365 Hwy. 81	Canton	63435	Rt. 81 - 0.8 mile North of Rt. 16
Center	Ralls	22447 Hwy. 19	Center	63436	Rt. 19 - 0.1 mile South of Rt. H
Edina	Knox	Rt. 3 Box 180	Edina	63537	Rt. 15 - 1 mile North of Rt. 6
Elsberry	Lincoln	3329 North Hwy. 79	Elsberry	63343	Rt. 79 - 0.1 mile North of Rt. P
Hannibal	Marion	1711G Hwy. 61 South	Hannibal	63401	Rt. 61 - 0.5 mile North of Business 61
Kirksville	Adair	22777 Potter Trail	Kirksville	63501	Old Rt. 6 - 2 miles West of Rt. 63
Lancaster	Schuyler	Hwy. 63 North	Lancaster	63548	Rt. 63 - 0.2 mile North of Rt. 202
Macon	Macon	26988 US Hwy. 63	Macon	63552	Rt. 63 - 0.5 mile South of Rt. DD
Memphis	Scotland	Rt. 1 Box 139A	Memphis	63555	Rt. MM - 0.2 mile South of Rt. 136
Mexico	Audrain	1600 Christopher Dr.	Mexico	65265	Rt. JJ - 0.5 mile South of Rt. 54
Moberly	Randolph	1501 East Hwy. 24	Moberly	65270	Rt. 24 - 0.9 miles East of Rt. 63
New Cambria	Macon	29992 State Hwy. P	New Cambria	63558	Rt. P - 0.4 mile South of Rt. 36
New Florence	Montgomery	540 Farm Tree Road	New Florence	63363	I-70 SOR - East of Rt. 19
Palmyra	Marion	4945 County Road 288	Hannibal	63401	Business 61 at Rt. 61 South Jct.
Paris	Monroe	25191 Business Hwy. 24	Paris	65275	Business 24 - 1 mile East of Rt. 24 East Jct.
Shelbina	Shelby	213 North Douglas	Shelbina	63468	Rt. 36 - 0.4 mile West of Rt. 15
Troy	Lincoln	121 Francis Dr.	Troy	63379	Rt. 61 - 5.5 miles North of Rt. 47 at Creech Lane
Warrenton	Warren	800 West Boonslick	Warrenton	63383	Rt. MM - 1 mile West of Rt. 47
Wayland	Clark	Rt. 3 Box 45A	Kahoka	63445	Rt. 136 Spur - 1 mile South of Rt. 136

The awarded vendor shall furnish MoDOT with a planned delivery schedule at least 24 hours before starting delivery. Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery. It will be necessary for a MoDOT representative to be present when material is delivered. During construction/maintenance seasons, many maintenance buildings work 4-10 shifts and deliveries may not be made on the "off" days for those buildings. If not listed herein, specific shift information in effect for the applicable delivery locations will be provided to the awarded vendor when orders are issued. No deliveries will be made outside of normal working hours, Saturdays, Sundays, or state holidays unless specifically authorized by the engineer or a designated representative.

### VENDOR NOTES

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

**All responses to this solicitation should be submitted on this form and returned to the buyer at the district address shown. Responses cannot be faxed and must be mailed, or hand-delivered.**

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations - State in which incorporated:</b>	<b>For Others - State of domicile:</b>

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

**M/WBE INFORMATION:** List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

## Preference Certification

**All bidders must furnish ALL applicable information requested below**

**GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

**IF NOT SUBMITTING A RESPONSE TO THIS SOLICITATION, PLEASE COMPLETE AND RETURN THIS FORM TO ASSIST PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS AND TO HELP US KEEP OUR VENDOR LISTS UPDATED. THANK YOU.**

**NO BID / NO QUOTE**

DATE: \_\_\_\_\_

TO: Missouri Department of Transportation – Northeast District  
General Services (Procurement) Division  
26826 U.S. Highway 63  
Macon, MO. 63552  
(573)-526-3169 – fax #

FROM: \_\_\_\_\_ (Company Name)  
\_\_\_\_\_ (Contact Person)  
\_\_\_\_\_ (Mailing Address)  
\_\_\_\_\_ (City, State, Zip Code)  
\_\_\_\_\_ (Office Phone #)  
\_\_\_\_\_ (Cellular Phone #)  
\_\_\_\_\_ (Fax #)  
\_\_\_\_\_ (Email Address)

Our company is submitting “NO BID / NO QUOTE” on Request # \_\_\_\_\_ for the reasons indicated below (check all that apply):

- Product or service is not available or cannot meet the required specifications
- Cannot make required deadline
- The delivery point or work location is outside of our territory or coverage/service area
- Other – Please explain below:  
\_\_\_\_\_

- Please keep our name on the bidder’s list for future opportunities on this product or service.
- Please remove our name from your bidder’s list for this product or service.

FAILURE TO RETURN A RESPONSE OR THIS FORM MAY RESULT IN REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

**This “No Bid/No Quote” form may be faxed back to (573)-526-3169.**

**Note: The following pages detail further terms and conditions which apply to this solicitation document. However, it is not necessary to return these pages with your bid submission. If any “Standard Solicitation Provisions” and “General Terms and Conditions” below conflict with any requirements outlined on previous pages, the requirements above take precedence.**

### **Tax Exempt Status**

The Missouri Highways and Transportation Commission (MHTC) is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request, if applicable.

### **Right of Acceptance/Rejection**

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

### **General Performance**

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the scope of work and the requirements and specifications detailed within the solicitation documents.

### **Invoicing and Payment**

Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

### **Inspection and Acceptance**

No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

## **STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

## **GENERAL TERMS AND CONDITIONS**

### **Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

### **Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

### **Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

### **Executive Order**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

### **Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.

- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

#### **Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

#### **Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

#### **Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

#### **Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

#### **Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

#### **Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

(T&C's Version May 2011)



## CORRUGATED POLYETHYLENE CULVERT PIPE MGS-92-13C

**1.0 DESCRIPTION.** These specifications cover the purchase of corrugated polyethylene culvert pipe for maintenance purposes.

**2.0 MATERIALS.** The pipe shall comply with applicable sections of [Specification Sec 1047](#), except as noted herein.

**2.1** Pipe shall be furnished as one of the following types. Unless otherwise specified in the bid request, only Type S will be permitted.

Type S -	corrugated surface outside and smooth inner liner
Type SP -	perforated Type S pipe

**3.0 ORDERING INFORMATION.**

**3.1** Diameter, length, and quantity of pipe, are to be shown in the order. If perforations or a specific type are required, the type is also to be shown.

**4.0 ACCEPTANCE.** Material will be accepted in accordance with [Specification Sec 1047](#).



## SECTION 1047

### CORRUGATED POLYETHYLENE CULVERT PIPE

**1047.1 Scope.** This specification covers corrugated polyethylene culvert pipe and steel reinforced polyethylene culvert pipe used for the construction of culverts and other uses specified in the contract documents.

**1047.2 Basis of Acceptance.** Acceptance of polyethylene culvert pipe will be based on the pipe being provided by a qualified manufacturer, certification, manufacturer quality control documentation, identification markings and tests on samples of the material as required by the engineer.

**1047.3 Material.** Polyethylene culvert pipe, couplings and fittings shall be in accordance with AASHTO M 294 or AASHTO MP 20, Type S pipe. In case of conflict with AASHTO M 294 or AASHTO MP 20, these specifications shall govern.

**1047.3.1** Minimum section properties shall be as follows:

Nominal Size $S$ (in.)	Corrugated Polyethylene		
	Effective Pipe Wall Area $A_{eff}$ (in. <sup>2</sup> /in.)	Wall N.A. to Inside Face $\gamma_c$ (in.)	Moment of Inertia $I$ (in. <sup>4</sup> /in.)
12	0.162	0.440	0.0311
15	0.212	0.531	0.0532
18	0.208	0.564	0.0740
24	0.231	0.703	0.1304
30	0.238	0.873	0.2705
36	0.291	1.048	0.3121
42	0.328	1.129	0.5430
48	0.320	1.229	0.5430

**1047.3.2** The pipe shall not be perforated unless specified otherwise.

**1047.3.3** Field joints shall provide circumferential and longitudinal strength to maintain the pipe alignment, prevent separation of pipe and prevent infiltration of fill material. Coupling bands, if used, shall be of the same base material as the pipe. Corrugations in the bands shall have the same configuration as the corrugations in the pipe ends being connected. Prior to use, the design of coupling bands and fastening devices shall be submitted to and approved by Construction and Materials. Final acceptance of coupling bands and fastening devices will be based on field performance.

**1047.3.4** The manufacturer shall provide to the engineer an itemized statement of the sizes, section properties and lengths of pipe in each shipment.

**1047.3.5** Each individual section of pipe shall be marked in accordance with AASHTO M 294 or AASHTO MP 20.

**1047.3.6** Pipe may be fabricated using English units of measurement. Pipe fabricated using English measurements shall meet the diameter dimensions shown on the plans. Pipe tolerances will be in accordance with AASHTO M 294 or AASHTO MP 20 .

**1047.4 Sampling, Testing and Acceptance Procedures.** All manufacturers furnishing pipe meeting the requirements of AASHTO M 294, for MoDOT projects shall be qualified as described herein. All manufacturers furnishing pipe meeting the requirements of AASHTO MP 20 for MoDOT projects shall meet the quality control and assurance requirements of the appendix section in MP 20 and these specifications. All pipe will be subject to inspection by the engineer at the source of manufacture, at an intermediate shipping terminal or at destination. The engineer shall be allowed unlimited access to all facilities and records as required to conduct inspection and sampling in accordance with [Sec 106](#).

**1047.4.1 Application for Placement on Qualified List.** To become qualified to furnish pipe meeting AASHTO M 294, a written request shall be sent by the manufacturer to Construction and Materials, and shall include the following information:

(a) A copy of the manufacturer's current National Product Evaluation Program (NTPEP) certification.

(b) The pipe manufacturer's certified analysis certificate setting forth the name or brand of pipe to be furnished, the specified type, category, grade and class of polyethylene compounds. The certificate shall be sworn for the manufacturer by a person having legal authority to bind the company. The certificate shall have attached a certified test report from an approved independent testing laboratory showing specific results of tests performed on each diameter pipe to be furnished, conforming to all requirements of these specifications. Pipes shall be randomly selected for test by the independent testing laboratory and shall be representative of that manufacturer's pipe.

(c) A guarantee that all pipe furnished shall be in accordance with the specification requirements, shall bear a suitable identification brand or mark and shall be replaced without cost to the Commission when not in accordance with the specified requirements. The guarantee shall be worded such that the guarantee will remain in effect as long as the manufacturer continues to furnish material. The manufacturer shall conduct tests and measurements as necessary to ensure the material produced complies with all specification requirements. These tests and measurements shall be identified by the identification symbols or code used on the pipe in a manner that will permit the manufacturer to produce specific reports showing test results representative of specific lots of polyethylene pipe. Copies of reports of these tests shall be kept on file and shall be submitted to the engineer upon request. The brand shall be removed or obliterated by the manufacturer on all material where control tests, as outlined herein, are not in accordance with this specification.

(d) Units of measurement, English or metric, used to fabricate the pipe.

**1047.4.2 Maintaining Qualification.** To maintain qualification to furnish pipe meeting AASHTO M 294 , the manufacturer shall perform and maintain a quality control program in accordance with the NTPEP Certification Program. The manufacturer's NTPEP certification shall be maintained. The manufacturer shall maintain for three years a record of all test results, inspections and the bill of lading for each shipment of material used in the production of pipe and for each shipment of pipe. The manufacturer shall notify Construction and Materials at least 24 hours prior to each shipment of pipe to a MoDOT project. Additional pipe may be considered part of the original shipment when the ordered quantity was underestimated or material was lost or damaged. A bill of lading in accordance with [Sec 1047.6](#) shall be provided for each shipment of pipe.

**1047.4.3 Disqualification of a Manufacturer.** A manufacturer may be disqualified to provide pipe for use on MoDOT projects based on the discretion of Construction and Materials, for reasons including, but not limited to, not maintaining NTPEP certification, failure of material to consistently meet specifications, falsification of documentation, misbranding of pipe, unsatisfactory performance in the field or for other reasons indicating lack of consistent material quality.

**1047.4.3.1** In the case where a manufacturer loses NTPEP certification and was not disqualified for any other reason, reinstatement will be considered when the manufacturer is recertified by NTPEP.

**1047.4.3.2** A manufacturer will not be considered for reinstatement until after one year from the date of removal for falsification of documents.

**1047.4.3.3** Three notices of failure to meet specification requirements within a 12-month period will be cause for disqualification of the manufacturer for one year, effective from the date of the third notice.

**1047.4.3.4** A manufacturer disqualified within one year of the end of a disqualification may be subject to permanent removal, with no application for reinstatement accepted for a period of three years.

**1047.4.4 Reinstatement of a Manufacturer.** Consideration of reinstatement of a manufacturer once disqualified will be no sooner than specified in [Sec 1047.4.3](#), will require a written document from the manufacturer stating the reasons for disqualification and the action taken to correct those deficiencies, written concurrence from Construction and Materials that the problem has been suitably addressed, followed by a new application in accordance with [Sec 1047.4.1](#).

**1047.4.5 Sampling of Material.** Random sampling of the pipe will be conducted by the engineer to verify pipe and material is in accordance with this specification. Samples of polyethylene pipe will be obtained from fabricated culvert sections in accordance with AASHTO M 294 or AASHTO MP 20 at a frequency determined by the engineer.

**1047.4.6 Inspection.** Inspection will include an examination of the pipe for markings, deficiency in specified diameter, net length of fabricated pipe and evidence of poor workmanship. The inspection may include taking samples.

**1047.4.7 Testing.** Specimen testing size and method of tests shall be in accordance with AASHTO M 294 or AASHTO MP 20. The contractor or manufacturer shall provide the equipment and personnel to cut a sample from a section of pipe. The sample shall include the markings or a record of the markings for that section of pipe.

#### **1047.4.8 Unacceptable Material.**

**1047.4.8.1** Any individual section of pipe failing to meet the marking, diameter, length or workmanship requirements of these specifications will be unacceptable. If 10 percent of the pipe in any lot fails to meet these requirements, the entire shipment of that pipe diameter may be rejected.

**1047.4.8.2** If a test specimen taken in accordance with [Sec 1047.4.7](#) fails to be in accordance with AASHTO M 294 or AASHTO MP 20, the pipe sampled will be rejected, and the lot will be resampled. A resample will be from the same diameter of pipe as the original sample. The resample shall be in accordance to these specifications or the entire shipment will be rejected.

**1047.5 MoDOT Identification Number.** When the manufacturer contacts the engineer in accordance with [Sec 1047.4.2](#), the engineer will assign a specific MoDOT identification number for each size of pipe in the shipment.

**1047.6 Bill of Lading.** A bill of lading or delivery receipt for each shipment of pipe shall be furnished to the engineer at the shipping and destination points. The bill of lading shall contain an itemized statement of the sizes and lengths of pipe, with the corresponding designated MoDOT identification number provided to the manufacturer for each size of pipe for that shipment. The bill of lading shall contain a certified statement. The certified statement shall be signed by an authorized representative of the manufacturer and shall state the following:

“This certifies that the pipe and bands in this shipment are in accordance with MoDOT specifications, were fabricated at an approved plant and were fabricated from the following brand names:”



**FIELD SECTION 1047 TABLE 1  
QUALIFIED FABRICATORS OF CORRUGATED  
POLYETHYLENE CULVERT PIPE  
(1047CPPE..)**

(\*Please note that this list does not include suppliers or yards that do not actually fabricate pipe but may supply pipe from these approved production facilities)

<u>Plant</u>	<u>Fabrication Units</u>	<u>Added</u>
Advanced Drainage Systems, Inc. 100 N.E. 20 <sup>th</sup> Street Eagle Grove, IA 50533	Metric	(11/04)
Advanced Drainage Systems, Inc. 210 Metro Park Blvd. Ennis, TX 75119	Metric	(11/04)
Advanced Drainage Systems, Inc. 205 Apache Drive Jackson, MS 39272	Metric	(11/04)
Advanced Drainage Systems, Inc. Buck Creek Church Road Livermore, KY 42352	Metric	(11/04)
Advanced Drainage Systems, Inc. 1600 Industrial Drive Mendota, IL 61342	Metric	(11/04)
Advanced Drainage Systems, Inc. PO Box 367 2340 E US Hwy 40 Brazil, IN 47834	Metric	(10/10)
Advanced Drainage Systems, Inc. 400 East High Street London, OH 43140	Metric	(08/12)
Haviland Drainage Products 100 West Main Street Haviland, OH 45851	English and Metric	

**FIELD SECTION 1047 TABLE 1 Cont'd  
QUALIFIED FABRICATORS OF CORRUGATED  
POLYETHYLENE CULVERT PIPE  
(1047CPPE..)**

(\*Please note that this list does not include suppliers or yards that do not actually fabricate pipe but may supply pipe from these approved production facilities)

<u>Plant</u>	<u>Fabrication Units</u>	<u>Added</u>
JM Eagle 10807 US 59 Road Wharton, TX 77488	Metric	
JM Eagle 15661 Delano Road Cochran, PA 16314	Metric	(08/12)
Quality Culvert, Inc. 311 Elm Street Athens, AL 35611	English and Metric	
Quality Culverts, Inc. 25726 County Road 561 PO Box 435 Astatula, FL 34705	English and Metric	
Prinsco Inc. 108 West Highway 7 Prinsburg, MN 56281	English	
Prinsco Inc. 111 East Pine Street Chatsworth, IL 60921	English	
Southeast Culvert, Inc. 1094 Bankhead Highway Winder, GA 30680	English and Metric	
Springfield Plastics, Inc. 7300 W. State Route 104 Auburn, IL 62615 (10/11)	English	
Timewell Drainage Products & Services Route 1, Box 5A Timewell, IL 62375	English	