

MA 18P 23021700000000000100  
MODIFICATION

## State of Maine



### Master Agreement

**Effective Date:** 03/30/23

**Expiration Date:** 03/31/26

**Master Agreement Description:** Culverts, HDPE, PP DW

#### **Buyer Information**

Sherri Brooker	207-624-7871	ext.	Sherri.L.Brooker@Maine.gov
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#### **Issuer Information**

Sharon Krechkin	207-624-3038	ext.	sharon.krechkin@maine.gov
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#### **Requestor Information**

Sharon Krechkin	207-624-3038	ext.	sharon.krechkin@maine.gov
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#### **Agreement Reporting Categories**

**Reason For Modification:** Extending for 1 year. Pricing stays the same. Attaching new list as some part numbers have changed.

#### **Authorized Departments**

ALL

### Vendor Information

**Vendor Line #:** 1

#### **Vendor ID**

VC1000000802

#### **Vendor Name**

ADVANCED DRAINAGE SYSTEMS INC

#### **Alias/DBA**

#### **Vendor Address Information**

4640 TRUEMAN BLVD

HILLIARD, OH 43026

US

**Vendor Contact Information**

Richard Tibbetts  
614-658-0245 ext.  
richard.tibbetts@ads-pipe.com

**Commodity Information**


**Vendor Line #:** 1  
**Vendor Name:** ADVANCED DRAINAGE SYSTEMS INC  
**Commodity Line #:** 1  
**Commodity Code:** 91339  
**Commodity Description:** Recycled Concrete and Metal Products Incl. Culverts, Pilings  
**Commodity Specifications:**  
**Commodity Extended Description:** Culverts, HDPE, PP DW

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
0		
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00		
<b>Catalog Name</b>	<b>Discount</b>	
ADS	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>
	03/30/23	03/31/26

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.  
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:	1/27/2025
	
Signature	Date

David Morris, Acting Chief Procurement Officer

Vendor

Signed by:	1/27/2025
	
Signature	Date

David Martin	VP Field Sales
Print Representative Name and Title	

**RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – MA User Information and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input type="checkbox"/>	Other – Included at Department's Discretion
<input type="checkbox"/>	Other – Included at Department's Discretion

**RIDER A**  
**Master Agreement User Information and/or Specifications**  
**MA 230217-100**

**Commodity:** Culverts, HDPE, PP DW

**Master Agreement Competitive Bid RFQ:** 17A 230202-178

**Contract Period:** Through March 31, 2025. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions.

**Vendor Contact Person:** The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

**Name:** Richard Tibbetts      **Tel:** 207-274-0482      **Email:** [Richard.Tibbetts@adspipe.com](mailto:Richard.Tibbetts@adspipe.com)

**Tri-State Bid:** This bid was posted with the expectations New Hampshire (NH) and Vermont (VT) would enter into contracts with the selected vendor based on the competitive bid process, NH and VT have opted out. Both states can negotiate their own contracts based off this bid process in the future.

**Freight Charges:** Pre-paid freight on orders of \$6750 or more, orders under \$6,750.00 will be charged a \$300.00 drop charge.

**Price and Rate Guarantee Period:** All quoted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period if there is less than one year remaining. Price adjustment requests must be made by the vendor(s) at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture documenting the request is based on the vendor's actual cost increases. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

**Quantities:** It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

**Ordering Procedures:** Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

**Using Departments:** The primary using departments of this Master Agreement is MaineDOT, all state departments and agencies can utilize this MA.

**Delivery Locations:** The vendor must ship to any State owned or leased facility in each State. Most items will be shipped to the following cities or towns: Scarborough, Augusta, Washington, Dixfield, Solon, Charleston, Jonesboro, Presque Isle

**Delivery:** The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

**Delivery Times:** All deliveries must be made during normal working hours, between 8:00 am and 3:00 pm.

**Delivery Notification:** The vendor must notify the ordering department minimally two (2) business days in advance of delivery. If there is a scheduled holiday the vendor must provide minimally three (3) business days' notice. Each State has their own holiday schedule and the vendor is responsible for obtaining these schedules. Deliveries attempted to be made without the required notification can be rejected and the State will not be held responsible for the extra delivery charges. If delivery occurs after normal working hours, acceptance or rejection shall be at the convenience of the State.

**Delivered Items Condition:** The items being delivered must in good condition upon arrival. The State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery. The pipe will be accepted or rejected at the time of delivery. The unloading shall be a mutual effort between State and Supplier. The State will not be responsible for the costs of material or return shipping costs for items returned due to poor condition.

## **Specifications**

### **HDPE CULVERTS AND STORM DRAINS**

**DESCRIPTION.** The work shall consist of furnishing and delivering culverts and underdrains (as applicable) of the following type:

#### *High Density Polyethylene Pipe*

HDPE, (Corrugated) High Density Polyethylene Pipe, Type S (smoothlined) and Underdrains

### **MATERIALS.**

- a) Corrugated (High Density) Polyethylene Pipe and fittings shall conform to the latest revisions of AASHTO M 294, Type S or AASHTO M 252, Type SP as appropriate, Attachment B, and be approved for use by MaineDOT, NH DOT, and VTrans.
- b) Connections for high density polyethylene pipe shall be of a bell and spigot type joint with an O-ring rubber gasket meeting ASTM F477 placed on the spigot end. At least two (2) corrugations of the spigot end must insert into the bell end.
- c) Pipe shall be supplied in 10' and 20' lengths.

- d) Marking. All pipe furnished shall be clearly marked in an approved manner with the name or trademark of the pipe fabricator

ATTACHMENT B											
CIRCULAR CULVERT PIPE (NOMINAL WALL THICKNESS IN INCHES)											
DIAMETER	CORRUGATED METAL PIPE				SPIRAL RIB TYPE 1R AND B		PLASTIC PIPE		REINFORCED CONCRETE PIPE		
	OPTION I & III				OPTION I & III		OPTION I & III		OPTION I & III		
	M218	M274 (A)	M246 & FIBER BONDED	M197	M274 (A)	M197	M294 DUAL WALL PIPE STIFFNESS @ 5% DEFL.	M278	M170 CLASS III WALL A	M170 CLASS III WALL B	M170 CLASS III WALL C
12"	0.079	0.064	0.064	0.075			1.354	0.358	1 3/4	2	
15"	0.079	0.064	0.064	0.075			1.138	0.438	1 1/8	2 1/4	
18"	0.109	0.079	0.079	0.075	0.079	0.106	1.087		2	2 1/2	
21"	0.109	0.079	0.079	0.075	0.079	0.106			2 1/4	2 3/4	
24"	0.109	0.079	0.079	0.075	0.079	0.106	0.921		2 1/2	3	3 3/4
27"	0.109	0.079	0.079	0.105					2 5/8	3 1/4	4
30"	0.109	0.079	0.079	0.105	0.110	0.134	0.760		2 3/4	3 1/2	4 1/4
33"	0.109	0.079	0.079	0.105					2 1/8	3 3/4	4 1/2
36"	0.109	0.079	0.079		0.110	0.134	0.594		3	4	4 3/4
36" (1)			0.079	0.075							
42"	0.138	0.109	0.109				0.551		3 1/2	4 1/2	5 1/4
42" (1)			0.079	0.105	0.110						
48"	0.138	0.109	0.109				0.492		4	5	5 3/4
48" (1)			0.079	0.105	0.110						
54"	0.168	0.138	0.138						4 1/2	5 1/2	6 1/4
54" (1)			0.079	0.105	0.110						
60"	0.168	0.138	0.138						5	6	6 3/4
60" (1)			0.079	0.105	0.110						
66" (1)			0.079	0.135					5 1/2	6 1/2	7 1/4
72" (1)			0.109	0.135					6	7	7 3/4
78" (1)			0.109	0.164						7 1/2	8 1/4
84" (1)			0.109	0.164						8	8 3/4

Metal Pipe values are for 2 2/3" x 1/2" Corrugations unless diameter is followed by (1) which requires 3" x 1" Corrugations for Aluminum Pipes and 3" x 1" or 5" x 1" Corrugations for Steel Pipes. Option I Pipes shall only be used for entrances. Fill heights over 15 Ft may require larger metal gages.

M218 = zinc coated (galvanized) corrugated steel pipe  
M274 = aluminum coated (type 2) corrugated steel pipe  
M246 = polymer pre-coated galvanized corrugated steel pipe  
Fiber Bonded = M.D.O.T. Spec. 707.04  
M197 = Corrugated Aluminum Alloy Pipe  
M278 = Polyvinyl Chloride Pipe

M170 = Reinforced Concrete Pipe  
M294 = High Density Polyethylene Pipe

(A) Option I, M274 can be used for closed drainage Option III Pipe  
(B) Spiral Rib Type 1R can be used for Smoothlined Pipe

### ATTACHMENT C COUPLING BAND WIDTH REQUIREMENTS

Nominal Corrugation (Inches)	Nominal Pipe Inside Diameter	Coupling Band Width (Inches)			
		Annular Corrugated Bands		Helically Corrugated Bands	
		M 196	M 36	M 196	M 36
1 1/2 X 1/4	6	10 1/2	10 1/2	7	7
2 2/3 X 1/2	12 - 84	10 1/2	10 1/2		
3 X 1	30 - 84	12	12		
5 X 1	36 X 84		20		

Helically corrugated pipe 12" diameter and larger shall have the ends rerolled to provide at least two annular corrugations.

Pipe with spiral corrugations shall have continuous helical lock seams

M 196 = Corrugated Aluminum Alloy Pipe  
M 36 = Corrugated Steel Pipe

### TYPES B & C UNDERDRAIN PIPE

Metal Pipe				Plastic Pipe Stiffness @ 5% Deflection			
Nominal Wall Thickness (Inches)				PVC Pipe		Polyethylene Pipe	
Diameter	M 218	M 274 M 246	M 197	M 278	ASTM F 949	M 294 SP Dual-Wall Unanchor	M 252 SP Dual-Wall Unanchor
Type "B" 6	0.064	0.052	0.048	46	50		60
Type "C" 12	0.079	0.064	0.075	46		50	
15	0.079	0.064	0.075	46		42	
18	0.079	0.064	0.075			40	
21	0.079	0.064	0.075				
24	0.079	0.064	0.075			40	
30	0.109	0.079	0.105				
36	0.109	0.079	0.105				

Coated Steel Pipe	Equivalents (Inches)
18 Gage =	0.052
16 Gage =	0.064
14 Gage =	0.079
12 Gage =	0.109
10 Gage =	0.138
8 Gage =	0.168

Aluminum Pipe	Equivalents (Inches)
18 Gage =	0.048
16 Gage =	0.06
14 Gage =	0.075
12 Gage =	0.105
10 Gage =	0.135
8 Gage =	0.164

## **HIGH-STRENGHT STEEL REINFORCED HDPE CULVERTS**

**DESCRIPTION.** The work shall consist of furnishing and delivering culverts (as applicable) of the following type:

*High Strength Steel Reinforced High Density Polyethylene Pipe*

HDPE, (Corrugated) High Density Polyethylene Pipe.

### **MATERIALS.**

- a) High Strength Steel Reinforced High-Density Polyethylene Pipe and fittings shall conform to the latest revisions of AASHTO M-294,
- b) Bell and Spigot connections for high density polyethylene pipe shall be of a joint with an O-ring rubber gasket placed on the spigot end. At least two (2) corrugations of the spigot end must insert into the bell end.
- c) Polyethylene to Polyethylene connections for shall be of a coupler that is screwed on to both pipe ends to make continuous.
- d) Pipe shall be supplied in 20' and 24' lengths.
- e) Marking. All pipe furnished shall be clearly marked in an approved manner with the name or trademark of the pipe fabricator



**RIDER B  
TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “Division” shall refer to the State of Maine Division of Purchases.
  - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY:** The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

**3. TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

**4. PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices,

packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

**6. FORCE MAJEURE:** The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

**7. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

**8. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

**9. ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate

all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

**11. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

RIDER C

EXCEPTIONS

Enter the exceptions here if applicable. If not applicable enter NA– make sure Rider C is not checked in the Rider section

Division of Procurement Services  
ATTN: Sherri L. Brooker, Procurement Analyst II  
Burton M. Cross Office Building  
9 State House Station  
Augusta, ME 04333-0009  
Tel.: (207) 446-2644  
Fax: (207) 287-6578

Contract Number  
**MA 18P 23021700000000000100**

**EXTENSION OF ANNUAL CONTRACT**

**Commodity Item:** Culverts, HDPE, PP DW

**Contractor:** advanced Drainage Systems Inc.

**Contract Period Extended To:** March 31, 2026

Extension Clause: The State reserves the right to extend this contract at new lower pricing and current contract terms and conditions, for a period of one year, with the consent of the contractor.

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract Number **MA 18P 23021700000000000100** until **3/31/2026** with the same contract pricing and existing terms and conditions remaining as shown in the original Annual Contract Award Notification Copy of which is acknowledged on this date.

Contractor:

By (please print name): **David Martin**

By (Signature): 

E-mail Address: **David.Martin@adspipe.com**

Date: **01/16/2025**

ACCEPT THE STATE OF MAINE CREDIT CARD: ☒ **YES** ☐ **NO**

**Report:** It is the responsibility of the vendor to produce a monthly report. The Division of Purchases will require the vendor to submit a monthly report due by the 5th working day of each month on what was purchased during that month. The agency name must be listed as well as how many cards purchased, and the amount of money.

**If you have not produced a monthly report during the past year, please submit them as soon as possible.** (The reports can be emailed to [sherri.l.brooker@maine.gov](mailto:sherri.l.brooker@maine.gov) or faxed to 207-287-6578 to Attn: Tom Paquette.)

**Dollar value the State has spent on this contract for past 12 months: \$ 470,000.00**

## Appendix A


**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: Advanced Drainage Systems, Inc.		
Chief Executive - Name/Title: Scott Barbour, CEO & President		
Tel: (800) 733-7473	Fax: NA	E-mail: David.Martin@adspipe.com
Headquarters Street Address: 4640 Trueman Blvd		
Headquarters City/State/Zip: Hilliard, OH 43026		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Richard Tibbetts		
Tel: (207) 274-0482	Fax: NA	E-mail: Richard.Tibbetts@adspipe.com
Street Address: 4640 Trueman Blvd		
City/State/Zip: Hilliard, OH 43026		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: David Martin	Title: VP of Sales
Authorized Signature: 	Date: 01/15/2025




### Debarment, Performance, and Non-Collusion Certification

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: David Martin	Title: VP of Sales
Authorized Signature: 	Date: 01/15/2025



VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC1000000802	06110020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,6 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall Perforated Storm Drainage 6 Inch Diameter, per AASHTO	FT	\$2.480	21
VC1000000802	06650020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12WT Bell/Spigot End,6 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 6 Inch Diameter, per AASHTO	FT	\$2.480	14
VC1000000802	0665AA	ADVANCED DRAINAGE SYSTEMS INC			91339	Coupler, Split Band 6 inch	NA	EA	\$6.580	7
VC1000000802	08110020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,8 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall Perforated Storm Drainage 8 Inch Diameter, per AASHTO	FT	\$4.270	21
VC1000000802	08650020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12WT Bell/Spigot End,8 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 8 Inch Diameter, per AASHTO	FT	\$4.270	14
VC1000000802	10110020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,10 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall Perforated Storm Drainage 10 Inch Diameter, per AASHTO	FT	\$6.800	21
VC1000000802	10650020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12WT Bell/Spigot End,10 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 10 Inch Diameter, per AASHTO	FT	\$6.800	14
VC1000000802	12610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 12 inch x 20 ft	Polypolyene Pipe, 12 Inch Diameter, Dual Wall, Perforated	FT	\$14.320	45
VC1000000802	12650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 12 inch x 20 ft	Polypolyene Pipe, 12 Inch Diameter, Dual Wall, Unperforated	FT	\$13.900	14
VC1000000802	1265AA	ADVANCED DRAINAGE SYSTEMS INC			91339	Coupler, Split Band 12 inch	NA	EA	\$13.970	7
VC1000000802	12810020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,12 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall Perforated Storm Drainage 12 Inch Diameter, per AASHTO	FT	\$9.810	21
VC1000000802	12850020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,12 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 12 Inch Diameter, per AASHTO	FT	\$9.810	14
VC1000000802	12860020ME	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,12 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall (DW), C-Perf Pattern	FT	\$9.810	21
VC1000000802	12950030HD	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe-Drainage DW, Solid, N-12 Plain End, 12 inch x 30 ft	Dual Wall (DW)	FT	\$9.810	21
VC1000000802	15610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 15 inch x 20 ft	Polypolyene Pipe, 15 Inch Diameter, Dual Wall, Perforated	FT	\$20.400	45
VC1000000802	15650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 15 inch x 20 ft	Polypolyene Pipe, 15 Inch Diameter, Dual Wall, Unperforated	FT	\$19.810	14
VC1000000802	1565AA	ADVANCED DRAINAGE SYSTEMS INC			91339	Coupler, Split Band 15 inch	NA	EA	\$23.270	7
VC1000000802	15810020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,15 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall Perforated Storm Drainage 15 Inch Diameter, per AASHTO	FT	\$13.970	21
VC1000000802	15850020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,15 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 15 Inch Diameter, per AASHTO	FT	\$13.970	14
VC1000000802	15860020ME	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,15 inch x 20 ft	High Density Polyethylene (HDPE)	FT	\$13.970	21
VC1000000802	15950030HD	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe-Drainage DW, Solid, N-12 Plain End, 15 inch x 30 ft	Dual Wall (DW)	FT	\$13.970	21
VC1000000802	18610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 18 inch x 20 ft	Polypolyene Pipe, 18 Inch Diameter, Dual Wall, Perforated	FT	\$29.140	45
VC1000000802	18650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 18 inch x 20 ft	Polypolyene Pipe, 18 Inch Diameter, Dual Wall, Unperforated	FT	\$28.290	14
VC1000000802	1865AA	ADVANCED DRAINAGE SYSTEMS INC			91339	Coupler, Split Band 18 inch	NA	EA	\$39.670	7
VC1000000802	18810020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,18 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall Perforated Storm Drainage 18 Inch Diameter, per AASHTO	FT	\$19.490	21
VC1000000802	18850020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,18 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 18 Inch Diameter, per AASHTO	FT	\$19.490	14
VC1000000802	18860020ME	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,18 inch x 20 ft	High Density Polyethylene (HDPE)	FT	\$19.490	21
VC1000000802	18950030HD	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe-Drainage DW, Solid, N-12 Plain End, 18 inch x 30 ft	Dual Wall (DW)	FT	\$19.490	21
VC1000000802	24610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 24 inch x 20 ft	Polypolyene Pipe, 24 Inch Diameter, Dual Wall, Perforated	FT	\$48.220	45

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VC1000000802	24650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 24 inch x 20 ft	Polypopylene Pipe, 24 Inch Diameter, Dual Wall, Unperforated	FT	\$46.820	14
VC1000000802	2465AA	ADVANCED DRAINAGE SYSTEMS INC			91339	Coupler, Split Band 24 inch	NA	EA	\$55.940	7
VC1000000802	24810020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,24 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 24 Inch Diameter, per AASHTO	FT	\$30.490	21
VC1000000802	24850020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,24 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 24 Inch Diameter, per AASHTO	FT	\$30.490	14
VC1000000802	24860020ME	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,24 inch x 20 ft	High Density Popethylene (HDPE)	FT	\$30.490	21
VC1000000802	24950030HD	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe-Drainage DW, Solid, N-12 Plain End, 24 inch x 30 ft	Dual Wall (DW)	FT	\$30.490	21
VC1000000802	30610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 30 inch x 20 ft	Polypopylene Pipe, 30 Inch Diameter, Dual Wall, Perforated	FT	\$76.480	45
VC1000000802	30650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 30 inch x 20 ft	Polypopylene Pipe, 30 Inch Diameter, Dual Wall, Unperforated	FT	\$74.250	14
VC1000000802	3065AA	ADVANCED DRAINAGE SYSTEMS INC			91339	Coupler, Split Band 30 inch	NA	EA	\$130.040	7
VC1000000802	30810020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,30 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 30 Inch Diameter, per AASHTO	FT	\$41.350	21
VC1000000802	30850020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,30 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 30 Inch Diameter, per AASHTO	FT	\$41.350	14
VC1000000802	30950030HD	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe-Drainage DW, Solid, N-12 Plain End, 30 inch x 30 ft	Dual Wall (DW)	FT	\$41.350	21
VC1000000802	36610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 36 inch x 20 ft	Polypopylene Pipe, 36 Inch Diameter, Dual Wall, Perforated	FT	\$83.750	45
VC1000000802	36650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 36 inch x 20 ft	Polypopylene Pipe, 36 Inch Diameter, Dual Wall, Unperforated	FT	\$81.310	14
VC1000000802	36810020IB	ADVANCED DRAINAGE SYSTEMS INC		36610020IB	91339	Use 36610020IB	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 36 Inch Diameter, per AASHTO	FT	\$54.560	21
VC1000000802	36610020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,36 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 36 Inch Diameter, per AASHTO	FT	\$54.560	21
VC1000000802	36850020IB	ADVANCED DRAINAGE SYSTEMS INC		36650020IB	91339	Use 36650020IB	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 36 Inch Diameter, per AASHTO	FT	\$54.560	14
VC1000000802	36650020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,36 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 36 Inch Diameter, per AASHTO	FT	\$54.560	14
VC1000000802	42610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 42 inch x 20 ft	Polypopylene Pipe, 42 Inch Diameter, Dual Wall, Perforated	FT	\$98.130	45
VC1000000802	42650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 42 inch x 20 ft	Polypopylene Pipe, 42 Inch Diameter, Dual Wall, Unperforated	FT	\$95.270	14
VC1000000802	42810020IB	ADVANCED DRAINAGE SYSTEMS INC		42610020IB	91339	Use 42610020IB	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 42 Inch Diameter, per AASHTO	FT	\$68.840	21
VC1000000802	42610020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,42 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 42 Inch Diameter, per AASHTO	FT	\$68.840	21
VC1000000802	42850020IB	ADVANCED DRAINAGE SYSTEMS INC		42650020IB	91339	Use 42650020IB	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 42 Inch Diameter, per AASHTO	FT	\$68.390	14
VC1000000802	42650020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,42 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 42 Inch Diameter, per AASHTO	FT	\$68.390	14
VC1000000802	48610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 48 inch x 20 ft	Polypopylene Pipe, 48 Inch Diameter, Dual Wall, Perforated	FT	\$141.100	45
VC1000000802	48650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 48 inch x 20 ft	Polypopylene Pipe, 48 Inch Diameter, Dual Wall, Unperforated	FT	\$136.990	14
VC1000000802	48810020IB	ADVANCED DRAINAGE SYSTEMS INC		48610020IB	91339	Use 48610020IB	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 48 Inch Diameter, per AASHTO	FT	\$88.390	21

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VC1000000802	48610020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,48 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall Perforated Storm Drainage 48 Inch Diameter, per AASHTO	FT	\$88.390	21
VC1000000802	48850020IB	ADVANCED DRAINAGE SYSTEMS INC		48650020IB	91339	Use 48650020IB	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 48 Inch Diameter, per AASHTO	FT	\$88.390	14
VC1000000802	48650020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,48 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 48 Inch Diameter, per AASHTO	FT	\$88.390	14
VC1000000802	60610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 60 inch x 20 ft	Polypopylene Pipe, 60 Inch Diameter, Dual Wall, Perforated	FT	\$181.480	45
VC1000000802	60650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 60 inch x 20 ft	Polypopylene Pipe, 60 Inch Diameter, Dual Wall, Unperforated	FT	\$176.190	14
VC1000000802	60810020IB	ADVANCED DRAINAGE SYSTEMS INC		60610020IB	91339	Use 60610020IB	High Density Polyethylene (HDPE), Dual Wall Perforated Storm Drainage 60 Inch Diameter, per AASHTO	FT	\$138.100	21
VC1000000802	60610020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,60 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall Perforated Storm Drainage 60 Inch Diameter, per AASHTO	FT	\$138.100	21
VC1000000802	60850020IB	ADVANCED DRAINAGE SYSTEMS INC		60650020IB	91339	Use 60650020IB	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 60 Inch Diameter, per AASHTO	FT	\$138.100	14
VC1000000802	60650020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,60 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 60 Inch Diameter, per AASHTO	FT	\$138.100	14
VC1000000802	FRT-DROP CHG	ADVANCED DRAINAGE SYSTEMS INC			91339	Freight/Drop Charge ADS Culvert	NA	EA	\$300.000	14