**Special Provisions**

1. This proposal is intended to provide for the establishment of a contract to furnish Liquid Asphaltic Materials to the Kansas Department of Transportation (KDOT)

2. The contract shall be in effect for the period Date of Award through May 31, 2024.

3 Contract may be terminated by the Office of Procurement and Contracts if the contractor does not satisfactorily provide Asphaltic Materials as indicated in the specifications herein. The agency must submit to Procurement & Contracts adequate documentation of unsatisfactory performance which shall include copies of correspondence to the contractor before a notice of termination will be issued. The notice of termination will be in written form to the contractor with a copy to the agency and be effective seven (7) days after the date of the notice. In addition, the State of Kansas reserves the unilateral right to terminate contracts to prevent unnecessary expense, waste of materials, manpower and facilities. The contract may be terminated in whole or in part when the Contracting Officer deems the termination to be in the best interest of the State of Kansas. A 60-day notice will be given to the contractor prior to such termination.

4. **INSURANCE RESPONSIBILITY & LIABILITY:** The contractor's interest in all property herein described, if any, or any personal liability to him arising from this agreement to whatever extent shall be considered to be covered by applicable insurance by the contractor to the extent required. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State of Kansas or any of its agencies responsible for loss or damage to personal property or to hold contractors harmless from any such occurrences. Contractor shall possess Workmen’s Compensation, Public Liability and Property damage Insurance.

5. **QUANTITIES:** The quantities shown are estimated annual totals and as a result, the actual quantity ordered may vary depending on the time of the year and weather conditions. The quantities to be purchased for use in each county will be the actual quantities required.

6. **QUOTED PRICES:** Bid prices shall be F.O.B. Destination by county as indicated in the pricing pages, a part hereof. The prices quoted shall include all tariff charges for delivery to storage tanks and/or distributors.

Base prices will be established and will be in effect from Date of the Award through May 31, 2024. Bidders will be required to submit revised pricing on the sheets provided to be submitted by the following due dates for the subsequent two month period. Failure to provide the revised pricing pages by the required due date may result in removal from the contract.

The due dates for pricing are due no later than the close of business on the dates specified below for each year the contract is in effect:

No later than May 15 for the period of June 1 through July 31.

No later than July 15 for the period of August 1 through September 30.

No later than September 15 for the period of October 1 through November 30.

No later than November 15 for the period of December 1 through January 31.

No later than January 15 for the period of February 1 through March 31.

No later than March 15 for the period of April 1 through May 31.

Prices quoted for the material will also include any fuel adjustments throughout the months.

In no instance will a heating charge be allowed, except when Asphaltic Material is delivered for direct application in a "Windrow" or to a distributor and additional heating is required at the destination before unloading, and so ordered by the Department of Transportation.

7. **DELIVERY:**

A. **DELIVERY TO WINDROWED AGGREGATE MIXING STRIP SITES:** When required, the contractor will deliver Asphaltic Materials to the site of a mixing strip or windrow on a road section and discharge the material from the transport directly into the windrowed aggregate, either by gravity or pressure discharge. Not more than six passes of the transport down the length of the windrow will be required to discharge the load.

It is understood that KDOT maintenance forces will be responsible for the mixing of the aggregates and furnish supervision for all operations incidental to the work at hand. The Department of Transportation will specify the date and time of delivery at the time the order is placed and shall notify the supplier 24 hours prior to the time of required delivery; in the event it is necessary to cancel this notice, the Department of Transportation shall notify the supplier not later than 12 hours prior to the delivery time specified. In the event the supplier makes delivery more than 3 hours after the time specified, the Department of Transportation shall have the right to deduct from payment a charge based on the vendor's demurrage rate per hour or fraction thereof for delay beyond the third hour; or to reject the load. All deliveries of this type shall arrive at the destination at a satisfactory time for unloading during regular working hours Monday through Friday. Demurrage charges for discharging the material from the transport directly into windrowed aggregates shall be in accordance with those shown in the space provided.

In the event the supplier finds that he will be unable to make delivery at the specified time, he shall so notify the Department of Transportation, provided it is at least 12 hours in advance of the previously specified time of delivery. In the event such notice is received by the Department of Transportation, a new time of delivery may be established by the Department of Transportation or the order may be canceled or placed elsewhere at the discretion of the Department of Transportation.

B. **DELIVERY BY STATE‑OWNED EQUIPMENT:** The Department of Transportation reserves the right to purchase and haul asphaltic materials by state‑owned transport from the refineries of the suppliers. When state‑owned equipment is used, the Department of Transportation shall order the material by requisition accompanying the state‑owned transport or a requisition telephoned to the supplier in advance of the arrival of the state‑owned transport, for delivery to any site of the agency’s choosing.

C. **DELIVERY TO STORAGE TANKS AT DESTINATION:**  The contractor will be required to deliver asphaltic materials to storage tanks located at any destination point in the county. Deliveries to storage tanks shall be delivered by the supplier within 72 hours after the order has been received.

Delivery to storage tanks shall be made during normal working hours, but arrangement to deliver at other hours of the day may be made with the Department of Transportation as noted in "A" above. Material may be stored in excess of 30 days in KDOT tanks.

The hours of delivery shall be agreed upon between the contractor and the Department of Transportation District Office so the KDOT representative can be at the destination upon arrival of the transport. All Department of Transportation storage tanks are equipped with three (3) inch pipe fittings for unloading.

8. **DEFAULT OF DELIVERY:** In the event a contractor fails to load and ship any material within the time limits specified for the various types of delivery service as described in the paragraph above, excluding Sundays and Holidays, and after receiving notice to ship, the Department of Transportation reserves the right to cancel any such unfilled orders and to purchase such material from the nearest available source. Any additional cost to the Department of Transportation resulting from such a purchase may be collected from the contractor. The contractor will not be held liable for failure to ship within the stipulated time when his inability to ship is caused by any Act of God, State or Federal Law, State or Federal Government Order or Regulation, War, Insurrection, Riot, Fire, Flood, Strike, Labor Trouble, Epidemic, Accident, Embargo, or any other cause beyond the reasonable control of such party, provided notice of such condition is given to the Department of Transportation with reasonable promptness.

9. **REFINERY PRICES:** The unit price per ton for any grade or type of material heated and loaded into Department of Transportation owned equipment F.O.B. the supplier's refinery shall be provided in the spaces provided in the pricing page.

10. **LOADING TEMPERATURE AND CAPACITY:**

A. **FOR DELIVERY TO WINDROWED AGGREGATES AT MIXING STRIPS AND ON ROAD SECTIONS:** The loading temperature at refinery for this type of delivery, whether hauled in commercial trucks or State‑Owned equipment, shall be a minimum of 200° F for MC Type, Grade 250, 800 and 3000. AC and emulsion materials shall be loaded at a temperature suitable for pumping.

B. **DELIVERY TO TANK STORAGE:** The loading temperature for all material to be delivered to tank storage shall be such that it may be easily pumped off to storage at the point of delivery. The contractor will be responsible for determining the minimum temperature under these conditions.

C. **CAPACITY:** Full transport load will ordinarily be accepted for delivery. When less than the minimum freight weight of 48,000 lbs. is ordered, the State may be billed for the minimum freight weight. Distributors loaded at the plant shall be a capacity of not less than 1,200 lbs.

11. **SPECIFICATIONS:** Asphaltic Materials shall meet Sections 1201, 1203 and 1204 of the 2015 Edition of the Kansas Department of Transportation Standard Specifications For State Road And Bridge Construction, including Special Provisions 15-12001 and pages 10 and 11 of 15-ER-1-R15 – see below.

Prequalification samples shall be sent to the following:

Kansas Department of Transportation

Materials & Research Center

Engineer of Tests

2300 Van Buren St.

Topeka, KS 66611

12. **AWARD:** Award will be made to the lowest quoted price per ton for each item in each county, pending prequalification.

13. **DEMURRAGE:** Demurrage, including delays brought about by delivery of windrows at mixing strip sites, charges for diversion and re-consignment, and charges for stopping in transit to partially unload the truck transports, will be paid for by the Department of Transportation at the prices quoted in the space provided.

14. **ORDERS AND PAYMENTS:** Orders will be issued to the contractor throughout the contract period by Purchase Orders from the authorized representative of the Department of Transportation District Offices only.

Payment will be made within 30 days of delivery acceptance or receipt of invoice, whichever is later. The invoice shall be submitted to the address as instructed on the order.

15. **CANCELLATIONS:**

A. The Department of Transportation shall notify the contractor at least twelve (12) hours prior to the specified delivery time in the event that an order is to be canceled.

B. The contractor shall notify the Department of Transportation at least twelve (12) hours prior to the specified delivery time in the event he is unable to make delivery at the specified time. If the contracted vendor for a particular county is unable to deliver in accordance with the contract, the Kansas Department of Transportation reserves the right to purchase elsewhere or from another contract vendor.

**Contractor Listing**

**Contract # 46426**

Contractor: “EAE”

Ergon Asphalt & Emulsions, Inc.

PO Box 1639

Jackson, MS 39215

Vendor ID: 0000158499

Contact Person: Doug Francis

Email: [doug.francis@ergon.com](mailto:doug.francis@ergon.com)

Cell Phone: 785-577-2615

Fax: 785-246-8157

**REFINERY PRICES AND SPECIAL CHARGES** **JULY 1 – SEPTEMBER 30, 2021**

Refinery Price

Price per ton loaded into Department of Transportation transports.

F.O.B.: Suppliers Refinery

CSS-1H: $575.00 / ton

CMS-1: $693.00 / ton

SS-1H: $575.00 / ton

CRS-1H: $575.00 / ton

Special Charges

Pump Charge: $100.00 Per load when ordered by KDOT

\*Demurrage Charge: $100.00 Per hour or fraction thereof

Diversion Charge: $100.00 Per load when ordered by KDOT

Stop-In-Transit Charge: $100.00 Per stop when ordered by KDOT

\*One-hour free time will be allowed for unloading before demurrage charges start.

Source

Location of Refinery: 2600 Butter & Eggs RD. Dodge City, KS

800 E. 10th St. Eldorado, KS

1100 W. Grand Ave. Salina, KS

**Contract # 46427**

Contractor: “VB”

Vance Brothers

PO Box 300107

Kansas City, MO 64130-0107

Vendor ID: **0000038838**

Contact Person: Robert A. Vance SR. VP / David Holzknecht

Email: [rvance@vancebrothers.com](mailto:rvance@vancebrothers.com) / [davidh@vancebrothers.com](mailto:davidh@vancebrothers.com)

Local Telephone: 816-923-4325

Toll Free: 800-821-8549

Fax: 816-923-6472

**REFINERY PRICES AND SPECIAL CHARGES— THRU JUNE 30, 2022**

Refinery Price

Price per ton loaded into Department of Transportation transports.

F.O.B.: Suppliers Refinery

MC-250-800 $575.00 / ton

RC $1050.00 / ton

CSS-1H: $495.00 / ton

CMS-1H: $510.00 / ton

SS-1H: $495.00 / ton

CRS-1H: $495.00 / ton

- -

MC-70 (Addl $100/ton) $575.00/ton

- -

Special Charges

Pump Charge: $65.00 Per load when ordered by KDOT

\*Demurrage Charge: $70.00 Per hour or fraction thereof

Diversion Charge: $500.00 Per load when ordered by KDOT

Stop-In-Transit Charge: $500.00 Per stop when ordered by KDOT

\*One-hour free time will be allowed for unloading before demurrage charges start.

Source

Location of Refinery: 5201 Brighton KC, MO

**KANSAS DEPARTMENT OF TRANSPORTATION**

**DISTRICT ONE**

**ASPHALTIC MATERIALS**

**THRU JUNE 30, 2022**

District County Type Est. Ton Price Per Ton Contractor

1 Brown CRS-1H 60 $629.90 EAE

1 Jackson CRS-1H 25 $629.90 EAE

1 Jackson SS-1H 25 $621.40 EAE

1 Leavenworth MC-70 25 $695.00 VB

1 Leavenworth SS-1H 25 $635.60 EAE

1 Marshall MC-800 50 $941.20 EAE

1 Nemaha CRS-1H 25 $621.40 EAE

1 Osage MC-70 25 $704.50 VB

1 Osage MC-250 25 $604.50 VB

1 Osage CRS-1H 25 $611.30 EAE

1 Pottawatomie CRS-1H 50 $608.60 EAE

1 Pottawatomie SS-1H 25 $621.40 EAE

1 Shawnee CRS-1H 50 $611.30 EAE

EAE Plant Prices: VB Plant Prices:

CRS-1H: $476.00 / ton CRS-1H: $ 495.00 / ton

SS-1H: $476.00 / ton SS-1H: $ 495.00 / ton

**KANSAS DEPARTMENT OF TRANSPORTATION**

**ASPHALTIC MATERIALS**

**DISTRICT TWO**

**THRU JUNE 30, 2022**

District County Type Est. Ton Price Per Ton Contractor

2 Chase MC-800 25 $923.00 EAE

2 Clay MC-800 25 $923.00 EAE

2 Dickinson MC-800 25 $918.20 EAE

2 Ellsworth MC-800 50 $900.50 EAE

2 Geary MC-800 25 $921.50 EAE

2 Jewell MC-800 100 $921.50 EAE

2 Lincoln MC-800 50 $905.10 EAE

2 Marion CRS-1H 25 $601.00 EAE

2 Marion MC-800 25 $918.20 EAE

2 McPherson MC-800 25 $905.10 EAE

525 E. Swenson Lindsborg, KS

2 Ottawa MC-800 50 $918.20 EAE

2 Saline MC-800 25 $908.30 EAE

2 Washington MC-800 25 $935.10 EAE

VB Plant Prices:

MC-800: $ 750.00 / ton

**KANSAS DEPARTMENT OF TRANSPORTATION**

**ASPHALTIC MATERIALS**

**DISTRICT 3**

**THRU JUNE 30, 2022**

District Area County Type Est. Ton Price Per Ton Contractor

3 Ellis MC-800 50 $894.30 EAE

3 Gove CSS-1H 25 $629.90 EAE

3 Gove MC-800 25 $894.30 EAE

3 Logan CSS-1H 25 $641.70 EAE

3 Norton MC-800 25 $908.30 EAE

3 Osborne MC-800 25 $915.00 EAE

3 Phillips MC-800 25 $911.60 EAE

3 Rawlins CSS-1H 25 $646.90 EAE

3 Rooks MC-800 25 $901.70 EAE

3 Sheridan CSS-1H 25 $632.60 EAE

3 Sheridan MC-800 25 $901.70 EAE

3 Smith MC-800 25 $920.20 EAE

3 Thomas CSS-1H 25 $636.90 EAE

3 Thomas MC-800 25 $908.30 EAE

3 Trego MC-800 25 $890.90 EAE

3 Wallace MC-800 25 $911.60 EAE

**Note**-: SS-1H may be ordered in lieu of CSS-1H at the same contracted price. Type of material will be designated at time of order by KDOT

EAE Plant Prices: VB Plant Prices:

CSS-1H: $476.00 / ton MC 800: $ 575.00 / ton

CSS-1H: $ 495.00 / ton

**KANSAS DEPARTMENT OF TRANSPORTATION**

**ASPHALTIC MATERIALS**

**DISTRICT FOUR**

**THRU JUNE 30, 2022**

District Area County Type Est. Ton Price Per Ton Contractor

4 1 Allen SS-1H 50 $607.40 EAE

4 4 Crawford SS-1H 50 $623.80 EAE

4 2 Franklin SS-1H 50 $616.80 EAE

4 3 Wilson SS-1H 100 $604.30 EAE

EAE Plant Prices: VB Plant Prices:

CRS-1H: $476.00 / ton CRS-1H: $ 495.00 / ton

SS-1H: $476.00 / ton SS-1H: $ 495.00 / ton

**DISTRICT 4 CONTACT OFFICES**

**Area One—Iola** (AL,WO,BB,GW) Contact Person

Kansas Dept. of Transportation Darrin Petrowsky

1720 N. State St. Area Engineer

Iola, Kansas 66749

Gary Ward

Phone: 620-365-2161 Area Maintenance Supt

FAX: 620-365-2402

**Area Two—Garnett (**FR,AN,CF,LN,MI) Contact Person

Kansas Dept. of Transportation Hugh Bogle

507 N. Maple Area Engineer

Garnett, Kansas 66032-1081

Kevin Ryan

Phone: 785-448-5446 Area Maintenance Supt.

FAX: 785-448-2486

**Area Three—Independence** (CQ,EK,MG,WL) Contact Person

Kansas Dept. of Transportation Wayne R. Gudmonson,

P.O. Box 884 Area Engineer

Independence, Kansas 67301-0884

Marcus Leck

Phone: 620-331-3760 Area Maintenance Supt

FAX: 620-331-7017

**Area Four—Pittsburg** (CK,NO,LB,CR) Contact Person

Kansas Dept. of Transportation George Dockery, P.E.

P.O. Box 104 Area Engineer

Pittsburg, Kansas 66762-0104

Wayne Nelson

Phone: 620-231-7560 Area Maint. Supt

FAX: 620-231-1149

**KANSAS DEPARTMENT OF TRANSPORTATION**

**DISTRICT FIVE**

**ASPHALTIC MATERIALS**

**THRU JUNE 30, 2022**

District County Type Est. Ton Price Per Ton Contractor

5 Butler MC-800 25 $918.20 EAE

Storage Location 5210) Sub-Area at El Dorado

5 Kingman MC-800 25 $894.30 EAE

Storage Location 5151) 2.5 mi. S. Kingman/K-14

5 Pratt MC-800 50 $899.60 EAE

(Storage Location 5111) 2 mi. W Pratt on US-54

5 RICE MC-800 25 $897.00 EAE

(Storage Location 5420) Sub-Area at Lyons

5 Rush MC-800 25 $890.10 EAE

(Storage location 5431) .5 mi. N LaCrosse on US-183

5 Sumner MC-800 25 $915.00 EAE

(Storage Location 5320) Sub-Area at Wellington

VB Plant Prices:

MC-800: $ 575.00 / ton

**KANSAS DEPARTMENT OF TRANSPORTATION**

**DISTRICT SIX**

**ASPHALTIC MATERIALS**

**THRU JUNE 30, 2022**

District County Type Est. Ton Price Per Ton Contractor

6 Clark MC-800 25 $886.60 EAE

6 Finney MC-800 25 $886.60 EAE

6 Finney CRS-1H 25 $602.20 EAE

6 Ford MC-800 25 $875.20 EAE

6 Grant MC-800 25 $889.60 EAE

6 Gray MC-800 25 $875.20 EAE

6 Greeley MC-800 25 $901.70 EAE

6 Hamilton MC-800 25 $894.30 EAE

6 Haskell MC-800 25 $884.30 EAE

6 Hodgeman MC-800 25 $878.30 EAE

6 Kearny MC-800 25 $889.60 EAE

6 Lane MC-800 25 $889.60 EAE

6 Meade MC-800 25 $884.30 EAE

6 Morton MC-800 25 $900.50 EAE

6 Ness MC-800 25 $886.60 EAE

6 Scott MC-800 25 $890.10 EAE

6 Seward MC-800 25 $890.10 EAE

6 Stanton MC-800 25 $890.90 EAE

6 Wichita MC-800 25 $897.00 EAE

**Note**: CSS-1H may be ordered in lieu of SS-1H at the same contracted price. Type of material will be designated at time of order by KDOT. 25 ton quantities requested to establish a per load price.

EAE Plant Prices: VB Plant Prices:

CRS-1H: $476.00 / ton MC 800: $ 575.00 / ton

CRS-1H: $ 495.00 / ton