



ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION  
PO BOX 25704  
ALBUQUERQUE, NEW MEXICO 87125  
PHONE (505) 881-8415  
FAX (505) 830-1161

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Buildology, Inc  
3601 Pan American Fwy NE  
Albuquerque, NM 87107

SHIP TO

Maintenance & Operations  
915 Locust SE  
Albuquerque, NM 87107

ATTENTION  
OF

John Dufay; Richard Segura

DATE	VENDOR CODE
5/19/2016	22679

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.

ITEMS, TERMS, & CONDITIONS

PRICE AGREEMENT

Sand and Gravel Products

Contract Term: May 22, 2015 to May 21, 2017

Per terms and conditions of: 14-049SC-AM

Board Approved:

Pricing Attached

**SERVICES AND/OR GOODS TO BE PROVIDED:** The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.

**MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

**QUOTES AND PAYMENT:** The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. The invoice submitted for payment shall match the quote and shall note the purchase order number.

**PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.

**Amendments:** This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

**Reason for Amendment:** Extension

Contact: Tim Hooper

Phone: 505-344-6626

Email: tim@buildology.net

*tim@buildology.net*

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

*Steven L Carpenter*  
Date 5/19/16

VENDOR AUTHORIZED SIGNATURE

*Tim Hooper*  
Date 6/6/16

# ALBUQUERQUE PUBLIC SCHOOLS (APS) GENERAL TERMS AND CONDITIONS

- 1. INSPECTION.** The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS's rights provided in this Paragraph.
- 2. WARRANTIES.** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.
- 3. ASSIGNMENT.** Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.
- 4. CHANGES.** APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.
- 5. LABOR DISPUTES.** Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.
- 6. TERMINATION AND DELAYS.** APS may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits.

APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.

If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub suppliers at any tier.
- 7. AFFIRMATIVE ACTION.** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.
- 8. INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.
- 9. PATENT AND COPYRIGHT INDEMNITY.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.
- 10. DISCOUNTS.** APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.
- 11. CONTINGENCY FEES.** Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order, price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 12. PENALTIES.** The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.
- 13. TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.
- 14. TAX STATUS.** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.
- 15. APPLICABLE LAWS.** If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.

Vendon #  
22679

BID: Sand and Gravel Products

Bld No. 14-0495C-AM

BID: Sand and Gravel Products

Buildology

ITEM DESCRIPTION	DESCRIPTIVE CODE No.	PICKED UP PRICE/TON	DELIVERED PRICE/TON
1 <b>Crusher Fines, 0"-1/4"</b> Pit Location: <u>Buildology</u>	<u>L1110</u>		
1a 3- 5.99 tons		<u>18.50</u>	<u>75.00</u>
1b 6 - 11.99 tons		<u>18.50</u>	<u>75.00</u>
1c 12 tons and over		<u>18.50</u>	<u>75.00</u>
1d Any quantity collected from local yard per ton		<u>18.50</u>	
2 <b>Mountain Rose Crusher Fines, 0"-1/4"</b> Pit Location: <u>Buildology</u>	<u>V7714</u>		
2a 3 - 5.99 tons		<u>60.00</u>	<u>75.00</u>
2b 6 - 11.99 tons		<u>60.00</u>	<u>75.00</u>
2c 12 tons and over		<u>60.00</u>	<u>75.00</u>
2d Any quantity collected from local yard per ton		<u>60.00</u>	
3 <b>Gravel, Crushed, 1/2" - 1"</b> Pit Location: <u>Buildology</u>	<u>W1158</u>		
3a 3 - 5.99 tons		<u>24.75</u>	<u>75.00</u>
3b 6 - 11.99 tons		<u>24.75</u>	<u>75.00</u>
3c 12 tons and over		<u>24.75</u>	<u>75.00</u>
3d Any quantity collected from local yard per ton		<u>24.75</u>	
4 <b>Gravel, Round, Pea Size, 3/8" - 1/4"</b> Pit Location: <u>Buildology</u>	<u>L1223</u>		
4a 3 - 5.99 tons		<u>26.50</u>	<u>75.00</u>
4b 6 - 11.99 tons		<u>26.50</u>	<u>75.00</u>
4c 12 tons and over		<u>26.50</u>	<u>75.00</u>
4d Any quantity collected from local yard per ton		<u>26.50</u>	
5 <b>Gravel, Round, 3/8" - 1"</b> Pit Location: <u>Buildology</u>	<u>L1136</u>		
5a 3 - 5.99 tons		<u>21.00</u>	<u>75.00</u>
5b 6 - 11.99 tons		<u>21.00</u>	<u>75.00</u>
5c 12 tons and over		<u>21.00</u>	<u>75.00</u>
5d Any quantity collected from local yard per ton		<u>21.00</u>	
6 <b>Gravel, Round, 3/4" - 1-1/2"</b> Pit Location: <u>Buildology</u>	<u>L1148</u>		
6a 3 - 5.99 tons		<u>24.00</u>	<u>75.00</u>
6b 6 - 11.99 tons		<u>24.00</u>	<u>75.00</u>
6c 12 tons and over		<u>24.00</u>	<u>75.00</u>
6d Any quantity collected from local yard per ton		<u>24.00</u>	

Delivery per trip  
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**BID: Sand and Gravel Products**

Bid No. 14-0495C-AM

**BID: Sand and Gravel Products**

ITEM DESCRIPTION	DESCRIPTIVE CODE No.	PICKED-UP PRICE/TON	DELIVERED PRICE/TON
<b>7 Gravel, Round, 1-1/2" - 2-1/2"</b> Pit Location: <u>Buildology</u>	<u>L1150</u>		
7a 3 - 5.99 tons		<u>24.00</u>	<u>75.00</u>
7b 6 - 11.99 tons		<u>24.00</u>	<u>75.00</u>
7c 12 tons and over		<u>24.00</u>	<u>75.00</u>
7d Any quantity collected from local yard per ton		<u>24.00</u>	
<b>8 Crushed Rock, 3/4"</b> Pit Location: <u>Buildology</u>	<u>W1158</u>		
8a 3 - 5.99 tons		<u>24.75</u>	<u>75.00</u>
8b 6 - 11.99 tons		<u>24.75</u>	<u>75.00</u>
8c 12 tons and over		<u>24.75</u>	<u>75.00</u>
8d Any quantity collected from local yard per ton		<u>24.75</u>	
<b>9 Round Rock, 1"</b> Pit Location: <u>Buildology</u>	<u>L1136</u>		
9a 3 - 5.99 tons		<u>21.00</u>	<u>75.00</u>
9b 6 - 11.99 tons		<u>21.00</u>	<u>75.00</u>
9c 12 tons and over		<u>21.00</u>	<u>75.00</u>
9d Any quantity collected from local yard per ton		<u>21.00</u>	
<b>10 Cobble Stone, 2-1/2" or larger</b> Pit Location: <u>Buildology</u>	<u>W449</u>		
10a 3 - 5.99 tons		<u>31.25</u>	<u>75.00</u>
10b 6 - 11.99 tons		<u>31.25</u>	<u>75.00</u>
10c 12 tons and over		<u>31.25</u>	<u>75.00</u>
10d Any quantity collected from local yard per ton		<u>31.25</u>	
<b>11 Sand &amp; Gravel Mix, 3/8" (plant mix)</b> Pit Location: <u>Buildology</u>	<u>L1238</u>		
11a 3 - 5.99 tons		<u>22.50</u>	<u>75.00</u>
11b 6 - 11.99 tons		<u>22.50</u>	<u>75.00</u>
11c 12 tons and over		<u>22.50</u>	<u>75.00</u>
11d Any quantity collected from local yard per ton		<u>22.50</u>	
<b>12 Sand &amp; Gravel Mix, 3/4" (for setting fence posts)</b> Pit Location: <u>Buildology</u>	<u>L1237</u>		
12a 3 - 5.99 tons		<u>22.50</u>	<u>75.00</u>
12b 6 - 11.99 tons		<u>22.50</u>	<u>75.00</u>
12c 12 tons and over		<u>22.50</u>	<u>75.00</u>
12d Any quantity collected from local yard per ton		<u>22.50</u>	

**BID: Sand and Gravel Products**

Bid No. 14-049SC-AM

**BID: Sand and Gravel Products**

ITEM DESCRIPTION	DESCRIPTIVE CODE No.	PICKED-UP PRICE/TON	DELIVERED PRICE/TON
<b>13 Brick Sand</b>	<u>L1230</u>		
Pit Location: <u>Buildology</u>			
13a 3 - 5.99 tons		<u>20.50</u>	<u>75.00</u>
13b 6 - 11.99 tons		<u>20.50</u>	<u>75.00</u>
13c 12 tons and over		<u>20.50</u>	<u>75.00</u>
13d Any quantity collected from local yard per ton		<u>20.50</u>	
<b>14 Plaster Sand</b>	<u>L1229</u>		
Pit Location: <u>Buildology</u>			
14a 3 - 5.99 tons		<u>20.50</u>	<u>75.00</u>
14b 6 - 11.99 tons		<u>20.50</u>	<u>75.00</u>
14c 12 tons and over		<u>20.50</u>	<u>75.00</u>
14d Any quantity collected from local yard per ton		<u>20.50</u>	
<b>15 Fill Sand</b>	<u>L1230</u>		
Pit Location: <u>Buildology</u>			
15a 3 - 5.99 tons		<u>20.50</u>	<u>75.00</u>
15b 6 - 11.99 tons		<u>20.50</u>	<u>75.00</u>
15c 12 tons and over		<u>20.50</u>	<u>75.00</u>
15d Any quantity collected from local yard per ton		<u>20.50</u>	
<b>16 Fill Dirt</b>	<u>L404</u>		
Pit Location: <u>Buildology</u>			
16a 3 - 5.99 tons		<u>17.00</u>	<u>75.00</u>
16b 6 - 11.99 tons		<u>17.00</u>	<u>75.00</u>
16c 12 tons and over		<u>17.00</u>	<u>75.00</u>
16d Any quantity collected from local yard per ton		<u>17.00</u>	
<b>17 Cold Mix 1/2"</b>			
Pit Location: <u>No BFD</u>			<u>No Bid</u>
17a 3 - 5.99 tons			
17b 6 - 11.99 tons			
17c 12 tons and over			
17d Any quantity collected from local yard per ton			
<b>18 Crushed Rock - 1/4"</b>	<u>L1110</u>		
Pit Location: <u>Buildology</u>			
18a 3 - 5.99 tons		<u>18.50</u>	<u>75.00</u>
18b 6 - 11.99 tons		<u>18.50</u>	<u>75.00</u>
18c 12 tons and over		<u>18.50</u>	<u>75.00</u>
18d Any quantity collected from local yard per ton		<u>18.50</u>	

**BID: Sand and Gravel Products**

**Bid No. 14-0495C-AM**

**BID: Sand and Gravel Products**

ITEM DESCRIPTION	DESCRIPTIVE PICKED-UP CODE No.	PRICE/TON	DELIVERED PRICE/TON
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**19 Crushed Rock - 3/8"**

Pit Location: Buildology

- 19a 3 - 5.99 tons
- 19b 6 - 11.99 tons
- 19c 12 tons and over
- 19d Any quantity collected from local yard per ton

W1157

<u>27.50</u>	<u>75.00</u>
<u>27.50</u>	<u>75.00</u>
<u>27.50</u>	<u>75.00</u>
<u>27.50</u>	

**20 Washed Concrete Sand**

Pit Location: Buildology

- 20a 3 - 5.99 tons
- 20b 6 - 11.99 tons
- 20c 12 tons and over
- 20d Any quantity collected from local yard per ton

L1230

<u>20.50</u>	<u>75.00</u>
<u>20.50</u>	<u>75.00</u>
<u>20.50</u>	<u>75.00</u>
<u>20.50</u>	

**21 Santa Fe Brown, 7/8"**

Pit Location: Buildology

- 21a 3 - 5.99 tons
- 21b 6 - 11.99 tons
- 21c 12 tons and over
- 21d Any quantity collected from local yard per ton

L3159

<u>55.00</u>	<u>75.00</u>
<u>55.00</u>	<u>75.00</u>
<u>55.00</u>	<u>75.00</u>
<u>55.00</u>	

**22 Crush Asphalt Base Course**

Pit Location: Buildology

- 22a 3 - 5.99 tons
- 22b 6 - 11.99 tons
- 22c 12 tons and over
- 22d Any quantity collected from local yard per ton

L1302

<u>20.50</u>	<u>75.00</u>
<u>20.50</u>	<u>75.00</u>
<u>20.50</u>	<u>75.00</u>
<u>20.50</u>	

**23 Base Course, 1"**

Pit Location: Buildology

- 23a 3 - 5.99 tons
- 23b 6 - 11.99 tons
- 23c 12 tons and over
- 23d Any quantity collected from local yard per ton

L1321

<u>20.50</u>	<u>75.00</u>
<u>20.50</u>	<u>75.00</u>
<u>20.50</u>	<u>75.00</u>
<u>20.50</u>	

**BID: Sand and Gravel Products**

**Bid No. 14-049SC-AM**

ITEM DESCRIPTION	DESCRIPTIVE PICKED-UP		DELIVERED
	CODE No.	PRICE/TON	PRICE/TON
<b>24 Crush Concrete Base Course</b>	<u>L1323</u>		
Pit Location: _____		<u>20.50</u>	<u>75.00</u>
24a 3 - 5.99 tons	<u>20.50</u>	<u>      </u>	<u>      </u>
24b 6 - 11.99 tons	<u>20.50</u>	<u>      </u>	<u>75.00</u>
24c 12 tons and over	<u>20.50</u>	<u>      </u>	<u>75.00</u>
24d Any quantity collected from local yard per ton	<u>      </u>	<u>      </u>	<u>      </u>

25, Delivery Charge to be assessed on deliveries of ALL LOADS or less

PRICED per LOAD:

3-5.99 TONS → 75.00  
 6-11.99 TONS → 75.00  
 12 TONS & over → 75.00

**BID: Sand and Gravel Products**

**Bid No. 14-049SC-AM**

- I. Resident veterans businesses with annual revenues of \$1M or less are to receive a 10% preference discount on their bids and proposals.
2. Resident veterans businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference discount on their bids and proposals.
3. Resident veterans businesses with annual revenues of more than \$5M are to receive a 7% preference discount on their bids and proposals.

*This preference is separate from the current in-state preference and is not cumulative with that preference. However, veteran businesses will still receive the in state preference once the veteran's preference cap is exceeded.*

All public solicitations must contain the attached "Resident Veterans Preference Certification". Also, please attach vendor preference certificate to your bid response.

**RESIDENTIAL PREFERENCE**

Policy effective January 1, 2012

**GOVERNOR MARTINEZ SIGNS SB1 – IN-STATE PREFERENCES**

As of October 5, 2011, applications for in-state preference will no longer be processed through the State Purchasing Division. Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all New Mexico resident businesses and contractors that wish to obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the NM Department of Taxation & Revenue. This policy is effective January 1, 2012. For additional information please call 505-827-0951.

Please attach resident certificate to bid response.

**Method of Award:** APS prefers to award this contract(s) all-or-none, but reserves the right to award on total or by groups of items on the basis of the individual items or an combination of these that may be in the best interest of the District. If low bid(s) is not readily apparent, the price of each item, both picked up and delivered, will be extended by a factor based upon historical usage for a grand total. Zone charges and other environmental fees charged may also be considered in final award. APS reserves the right to make multiple awards to take advantage of pricing and location of yard to job site.

**Submittals:** Bidders must submit, with the return bid package, a Base Zone Map clearly specifying any additional charges which will apply to APS delivery sites outside of the bidder's particular zone limits. If your firm will not impose any charges for geographical distance, please so state.

No ADDITIONAL charges for DISTANCE.

**Incidental fees:** Bidder shall specifically define all fees that will be levied in accordance with this contract. Minimum delivery loads, miscellaneous environmental delivery charges, fuel surcharges and the like are to be disclosed and the methods used for calculating/assessing each. If no explanation is provided, any such charges appearing on invoices will be ignored and will remain unpaid during the course of the contract.

Contractor agrees to perform the work/supply the material according to the conditions and specifications described herein at the prices stated on the following bid pages throughout the time period of this contract. For comparative purposes please state all prices as "per ton".