



**ALBUQUERQUE  
PUBLIC SCHOOLS**

PRICE AGREEMENT NO. 14592  
AMENDMENT NO.

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

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Vulcan Materials Company  
1800 W. Renaissance Blvd. NE Ste. B  
Albuquerque, NM 87107

**SHIP TO**

APS Maintenance & Operations  
915 Locust SE  
Albuquerque, NM 87106

**ATTENTION  
OF**

Fred Montano

DATE	VENDOR CODE
11/17/2016	40701

The Procurement Code, Sections 13-1-28 through 13-1-168 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 & Gravel Products

Contract Term: November 17, 2016 - November 16, 2022

Per terms and conditions of: 17-022KN-RA

Board Approved: 11/16/2016

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:**

Contact: Ken Kugler

Phone: 505-343-7847

Email: kuglerk@vmcmail.com

**PROCUREMENT DIVISION AUTHORIZED SIGNATURE**

*Kristof Nicole Marquez* 11/18/16  
Date

**VENDOR AUTHORIZED SIGNATURE**

*[Signature]* 11/18/16  
Date

ALBUQUERQUE PUBLIC SCHOOLS (APS)  
GENERAL TERMS AND CONDITIONS

PER VULCAN'S TERMS  
& CONDITIONS 1/12/18

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.

## GENERAL TERMS AND CONDITIONS

### PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

### THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

### SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

### CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

### INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <http://www.marsh.com/moi?client=D156>.

### EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

### CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

### APPLICABLE LAW


All orders are subject to acceptance by Vulcan at the headquarters of its Mountain West Division in Phoenix, Arizona, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

### LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**

# PRICING LIST

The undersigned certifies that he or she has not either directly or indirectly entered into any action in restraint of free competitive bidding in connection with this solicitation and agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed and at the price indicated.

Signature of Authorized Representative  Contractor's License #: N/A  
(If Applicable)

Type or print name of above KEN KUGLER

Name of Firm VULCAN MATERIALS COMPANY Address 1500 W. RENAISSANCE BLVD. NE STE B  
ALBUQUERQUE N.M. 87107

Telephone No. (505) 343-7847

**Contact information for Sales Department**

**Contact information for POs/Invoicing/Etc.**

Name of Contact KEN KUGLER

Name of Contact KEN KUGLER

Telephone No. (505) 343-7847

Telephone No. (505) 343-7847

Email Address KUGLER@VMCHAIL.COM

Email Address KUGLER@VMCHAIL.COM

ITEM	DESCRIPTION	PICKED UP	DELIVERED
	CODE NO.	PRICE/TON	PRICE/TON
1.	<b>Crusher Fines, 0" - 1/4"</b> <u>30072</u>		
	Pit Location: <u>YEARSLEY RD. PLACITAS</u>		
	1a. 3-5.99 tons	\$ 10.00	\$ 45.87
	1b. 6-11.99 tons	\$ 10.00	\$ 27.93
	1c. 12 tons and over	\$ 10.00	\$ 23.45
	1d. Any quantity collected from local yard per ton.	\$ 21.25	
2.	<b>Mountain Rose Crusher Fines, 0" - 1/4"</b> <u>6L300</u>		
	Pit Location: <u>6201 CHAPPEL DR. ALBUQ</u>		
	2a. 3-5.99 tons	\$ 53.00	\$ 75.27
	2b. 6-11.00 tons	\$ 53.00	\$ 64.13
	2c. 12 tons and over	\$ 53.00	\$ 61.35
	2d. Any quantity collected from local yard per ton.	\$ 53.00	
3.	<b>Gravel, Crushed, 1/2" - 1"</b> <u>25202</u>		
	Pit Location: <u>518 E. FRONTAGE RD. ALBUQUERQUE</u>		
	3a. 3-5.99 tons	\$ 15.00	\$ 50.87
	3b. 6-11.99 tons	\$ 15.00	\$ 32.93
	3c. 12 tons and over	\$ 15.00	\$ 28.45
	3d. Any quantity collected from local yard per ton.	N/A	

ITEM	DESCRIPTION	PIED UP	DELIVERED
DESCRIPTION	CODE NO.	PRICE/TON	PRICE/TON
4. Gravel, Round, Pea Size, 3/8" - 1/4"	<u>28202</u>		
Pit Location: <u>YEARSLEY RD. PLACITAS</u>			
4a. 3-5.99 tons		\$15.30	\$51.17
4b. 6-11.99 tons		\$15.30	\$33.23
4c. 12 tons and over		\$15.30	\$28.75
4d. Any quantity collected from local yard per ton.		\$26.00	
5. Gravel, Round, 3/8" - 1"	<u>25272</u>		
Pit Location: <u>YEARSLEY RD. PLACITAS</u>			
5a. 3-5.99 tons		\$15.00	\$50.87
5b. 6-11.99 tons		\$15.00	\$32.93
5c. 12 tons and over		\$15.00	\$28.45
5d. Any quantity collected from local yard per ton.		\$22.00	
6. Gravel, Round, 3/4" - 1 1/2"	<u>24042</u>		
Pit Location: <u>YEARSLEY RD. PLACITAS</u>			
6a. 3-5.99 tons		\$19.40	\$55.27
6b. 6-11.99 tons		\$19.40	\$37.33
6c. 12 tons and over		\$19.40	\$32.85
6d. Any quantity collected from local yard per ton.		\$28.00	
7. Gravel, Round, 1 1/2" - 2 1/2"	<u>N/B</u>		
Pit Location: <u>N/B</u>			
7a. 3-5.99 tons		N/B	N/B
7b. 6-11.99 tons		N/B	N/B
7c. 12 tons and over		N/B	N/B
7d. Any quantity collected from local yard per ton.		N/B	
8. Crushed, Rock, 3/4"	<u>26182</u>		
Pit Location: <u>518 E. FRONTAGE RD. ALGODONES</u>			
8a. 3-5.99 tons		\$12.00	\$47.87
8b. 6-11.99 tons		\$12.00	\$29.93
8c. 12 tons and over		\$12.00	\$25.45
8d. Any quantity collected from local yard per ton.		\$26.85	
9. Round Rock, 1"	<u>25272</u>		
Pit Location: <u>YEARSLEY RD. PLACITAS</u>			
9a. 3-5.99 tons		\$15.00	\$50.87
9b. 6-11.99 tons		\$15.00	\$32.93
9c. 12 tons and over		\$15.00	\$28.45
9d. Any quantity collected from local yard per ton.		\$22.00	

ITEM	DESCRIPTION	PRICE/TON	DELIVERED
DESCRIPTION	CODE NO.	PRICE/TON	PRICE/TON
10. Cobble Stone, 2 1/2" or larger	<u>N/B</u>		
Pit Location: <u>N/B</u>			
10a. 3-5.99 tons		<u>N/B</u>	<u>N/B</u>
10b. 6-11.99 tons		<u>N/B</u>	<u>N/B</u>
10c. 12 tons and over		<u>N/B</u>	<u>N/B</u>
10d. Any quantity collected from local yard per ton.		<u>N/B</u>	
11. Sand & Gravel Mix, 3/8" (plant mix)	<u>68040</u>		
Pit Location: <u>YEARSLEY RD PLACITAS</u>			
11a. 3-5.99 tons		<u>\$ 13.00</u>	<u>\$ 48.87</u>
11b. 6-11.99 tons		<u>\$ 13.00</u>	<u>\$ 30.93</u>
11c. 12 tons and over		<u>\$ 13.00</u>	<u>\$ 26.45</u>
11d. Any quantity collected from local yard per ton.		<u>\$ 24.50</u>	
12. Sand & Gravel Mix, 3/4" (for setting fence posts)	<u>65000</u>		
Pit Location: <u>YEARSLEY RD. PLACITAS</u>			
12a. 3-5.99 tons		<u>\$ 13.00</u>	<u>\$ 48.87</u>
12b. 6-11.99 tons		<u>\$ 13.00</u>	<u>\$ 30.93</u>
12c. 12 tons and over		<u>\$ 13.00</u>	<u>\$ 26.45</u>
12d. Any quantity collected from local yard per ton.		<u>\$ 24.50</u>	
13. Brick Sand	<u>31342</u>		
Pit Location: <u>YEARSLEY RD PLACITAS</u>			
13a. 3-5.99 tons		<u>\$ 13.00</u>	<u>\$ 48.87</u>
13b. 6-11.99 tons		<u>\$ 13.00</u>	<u>\$ 30.93</u>
13c. 12 tons and over		<u>\$ 13.00</u>	<u>\$ 26.45</u>
13d. Any quantity collected from local yard per ton		<u>\$ 19.85</u>	
14. Plaster Sand	<u>31412</u>		
Pit Location: <u>YEARSLEY RD. PLACITAS</u>			
14a. 3-5.99 tons		<u>\$ 13.00</u>	<u>\$ 48.87</u>
14b. 6-11.99 tons		<u>\$ 13.00</u>	<u>\$ 30.93</u>
14c. 12 tons and over		<u>\$ 13.00</u>	<u>\$ 26.45</u>
14d. Any quantity collected from local yard per ton.		<u>\$ 19.85</u>	
15. Fill Sand	<u>N/B</u>		
Pit Location: <u>N/B</u>			
15a. 3-5.99 tons		<u>N/B</u>	<u>N/B</u>
15b. 6-11.99 tons		<u>N/B</u>	<u>N/B</u>
15c. 12 tons and over		<u>N/B</u>	<u>N/B</u>
15d. Any quantity collected from local yard per ton		<u>N/B</u>	

ITEM	DESCRIPTION	PIC	D UP	DELIVERED
	DESCRIPTION	PRICE/TON		PRICE/TON
16.	Fill Dirt			
	<u>GM 480</u>			
	Pit Location: <u>6201 CHAPPEL DR ALBUQUERQUE</u>			
	16a. 3-5.99 tons	\$6.00		\$28.27
	16b. 6-11.99 tons	\$6.00		\$17.13
	16c. 12 tons and over	\$6.00		\$14.35
	16d. Any quantity collected from local yard per ton	\$6.00		
17.	Cold Mix 1/2"			
	<u>459907</u>			
	Pit Location: <u>6201 CHAPPEL DR ALBUQUERQUE</u>			
	17a. 3-5.99 tons	\$82.25		\$104.52
	17b. 6-11.99 tons	\$82.25		\$93.38
	17c. 12 tons and over	\$82.25		\$90.60
	17d. Any quantity collected from local yard per ton	\$82.25		
18.	Crushed Rock, 1/4"			
	<u>N/B</u>			
	Pit Location: <u>N/B</u>			
	18a. 3-5.99 tons	N/B		N/B
	18b. 6-11.99 tons	N/B		N/B
	18c. 12 tons and over	N/B		N/B
	18d. Any quantity collected from local yard per ton	N/B		
19.	Crushed Rock, 3/8"			
	<u>28042</u>			
	Pit Location: <u>518 E. FRONTAGE RD. ALGODONES</u>			
	19a. 3-5.99 tons	\$23.00		\$58.87
	19b. 6-11.99 tons	\$23.00		\$40.93
	19c. 12 tons and over	\$23.00		\$36.45
	19d. Any quantity collected from local yard per ton	N/B		
20.	Washed Concrete Sand			
	<u>31822</u>			
	Pit Location: <u>YEANSLER RD PIALITAS</u>			
	20a. 3-5.99 tons	\$13.00		\$48.87
	20b. 6-11.99 tons	\$13.00		\$30.93
	20c. 12 tons and over	\$13.00		\$26.45
	20d. Any quantity collected from local yard per ton	\$16.00		
21.	Santa Fe Brown, 7/8"			
	<u>6L230</u>			
	Pit Location: <u>6201 CHAPPEL DR ALBUQUERQUE</u>			
	21a. 3-5.99 tons	\$58.00		\$80.27
	21b. 6-11.99 tons	\$58.00		\$69.13
	21c. 12 tons and over	\$58.00		\$66.35
	21d. Any quantity collected from local yard per ton	\$58.00		

ITEM	DESCRIPTION	DESCRIPTION	PIC D UP	DELIVERED
	DESCRIPTION	CODE NO.	PRICE/TON	PRICE/TON
22.	Crush Asphalt Base Course	<u>N/B</u>		
	Pit Location: <u>N/B</u>			
	22a. 3-5.99 tons		<u>N/B</u>	<u>N/B</u>
	22b. 6-11.99 tons		<u>N/B</u>	<u>N/B</u>
	22c. 12 tons and over		<u>N/B</u>	<u>N/B</u>
	22d. Any quantity collected from local yard per ton		<u>N/B</u>	
23.	Base Course, 1"	<u>16282</u>		
	Pit Location: <u>518 E. FRONTAGE ALGUDONOS</u>			
	23a. 3-5.99 tons		<u>\$ 8.00</u>	<u>\$ 30.27</u>
	23b. 6-11.99 tons		<u>\$ 8.00</u>	<u>\$ 19.13</u>
	23c. 12 tons and over		<u>\$ 8.00</u>	<u>\$ 16.35</u>
	23d. Any quantity collected from local yard per ton		<u>\$ 19.85</u>	
24.	Crush Concrete Base Course	<u>16345</u>		
	Pit Location: <u>6201 CHAPPELL DR. ALBUQUERQUE</u>			
	24a. 3-5.99 tons		<u>\$ 7.75</u>	<u>\$ 30.02</u>
	24b. 6-11.99 tons		<u>\$ 7.75</u>	<u>\$ 18.88</u>
	24c. 12 tons and over		<u>\$ 7.75</u>	<u>\$ 16.10</u>
	24d. Any quantity collected from local yard per ton		<u>\$ 7.75</u>	
25.	Delivery charge to be assessed on deliveries of <u>3 TONS</u> or less.			<u>\$ 161.40</u>



Firm Name \_\_\_\_\_

Bid No. 17-022 KN-RA

**SPECIFICATIONS EXCEPTION FORM  
SAND & GRAVEL PRODUCTS**

**Note:** Your bid may be rejected if you do not sign and submit this page.

Bid on materials, supplies, or equipment with varying specifications may be considered by Albuquerque Public Schools. However, in the interest of fairness and sound business practice it should not be the responsibility of APS to probe for information concerning items which you intend to furnish. Therefore, if your bid differs from the specifications or if you take exemption to any of the requirements, such information must be clearly stated in the space following. Failure to do so may result in forfeiture of bid bond, if applicable, or seller may be found in default.

SUBSTITUTING PUEBLO ROSE CRUSHER FINES FOR ITEM # 2  
ALL NON-COLOR ROCK AND SAND PRODUCED PER APPLICABLE ASTM  
STANDARDS  
ITEMS # 17 AND # 23 PRODUCED PER NMDOT SPECIFICATIONS  
ITEM # 24 PRODUCED PER CITY OF ALBUQUERQUE SPECIFICATIONS

I do meet specifications: \_\_\_\_\_

Signature

Exceptions are as stated: \_\_\_\_\_

Signature