

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) N/A
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Transportation&Storm Water Dept	DATE: 3/17/2015
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SUBJECT: Street Division Asphalt Concrete Material - Contract Amendment

PRIMARY CONTACT (NAME, PHONE): Kristy Reeser,619-527-7504, MS 44	SECONDARY CONTACT (NAME, PHONE): Walter Gefrom, 619-527-7509, MS 44
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COMPLETE FOR ACCOUNTING PURPOSES

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	\$0.00	\$0.00	\$0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE):

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	McFadden, Kris	05/20/2015
Financial Management	CFO		
Liaison Office	DEPUTY CHIEF	LoMedico, Stacey	06/10/2015
Comptroller	COO		
Public Utilities	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. The Mayor or his designee is authorized to amend the current contract authorization of \$7,500,000 over five (5) years to Vulcan Materials Company, for the purpose of furnishing asphalt concrete material per the terms and conditions of Bid Number 10023103-12Y; and

2. The Chief Financial Officer is authorized to expend an amount not to exceed \$14,750,495 over five (5) years for the purpose of furnishing asphalt concrete material from Vulcan Materials Company, contingent upon the adoption of the Fiscal Year 2016 Appropriations Ordinance and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditures are, or will be, on deposit

with the City Treasurer.	
STAFF RECOMMENDATIONS: Approve the requested actions.	
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)	
COUNCIL DISTRICT(S):	1 Thru 9
COMMUNITY AREA(S):	Various; Citywide
ENVIRONMENTAL IMPACT:	This activity is not a 'Project' and is therefore not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA guidelines, sections 15060(c)(3) and 15378(b)(5).
CITY CLERK INSTRUCTIONS:	Please send a copy of the authorizing resolutions to Edgar Puente, MS #44.

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 3/17/2015

ORIGINATING DEPARTMENT: Transportation&Storm Water Dept

SUBJECT: Street Division Asphalt Concrete Material - Contract Amendment

COUNCIL DISTRICT(S): 1 Thru 9

CONTACT/PHONE NUMBER: Kristy Reeser/619-527-7504, MS 44

DESCRIPTIVE SUMMARY OF ITEM:

Increasing the contract authorization for Vulcan Materials Company to furnish the City with asphalt concrete materials from \$7,500,000 to \$14,750,495 in accordance with Bid 10023103-12-Y. The majority of the asphalt material to be purchased as part of this contract will be used by the City's Street Division as part of its daily street maintenance and repair operations.

STAFF RECOMMENDATION:

Approve the requested actions.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The City uses asphalt concrete materials to maintain City streets, fill potholes, temporarily patch sidewalks, repair utility trenches, and perform pavement repair such as mill-and-pave. The Mayor has proposed increased funding and staffing for street repairs with a goal of reaching an average Overall Condition Index (OCI) of 70 by Fiscal Year 2025. Consequently, the Street Division needs to procure additional asphalt concrete materials to perform the budgeted services.

In March 2012, the City issued Request for Bid Number 10023103-12-Y to furnish asphalt concrete for repair and maintenance by the Street Division. Vulcan Materials Company submitted the lowest responsible proposal, and in July 2012 the City entered into a one-year agreement with four annual options to renew.

The total bid amount for the five-year period was \$14,750,495. Based on anticipated funding in 2012, City Council approved the Mayor to expend up to \$7,500,000 over a five-year period beginning in Fiscal Year 2013 for these materials. With the increase in mill-and-pave work being completed by City crews in Fiscal Year 2015 and the corresponding increase in materials funding in the Fiscal Year 2016 Proposed Budget, additional contract capacity authorization is needed to complete the higher volume of work. The requested contract increase is consistent with the estimated usage of 46,500 tons included in Bid 10023103-12-Y, and the vendor is able to supply the needed materials.

The majority of the asphalt material to be purchased as part of this contract will be used by the City's Street Division as part of its daily street maintenance and repair operations for Fiscal Years 2016 and 2017. The amount of mill-and-pave repairs performed by Street Division crews has increased substantially over prior year levels. The Street Division also uses asphalt concrete materials to perform public works projects such as installation of curb ramps and center medians, which require restoration of asphalt pavement after completion of the improvements; parking lot resurfacing; and restoration of trenches after repair of water and sewer main breaks. As part of a

Service Level Agreement with the Public Utilities Department, Street Division performs approximately 200,000 square feet of asphalt trench repairs annually.

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):

Goal #2: Work in partnership with all of our communities to achieve safe and livable neighborhoods.

Objective #3: Invest in infrastructure.

Objective #4: Foster services that improve quality of life.

Goal #3: Create and sustain a resilient and economically prosperous City.

Objective #1: Create dynamic neighborhoods that incorporate mobility, connectivity, and sustainability.

FISCAL CONSIDERATIONS:

This action requests to increase the materials contract authorization, for the purpose of furnishing asphalt concrete from Vulcan Materials Company, from \$7,500,000 to \$14,750,495. Due to budgetary constraints, the previous City Council action in November 2012 requested authorization for an average annual expenditure of only \$1,500,000 per year for a five-year total of \$7,500,000. The requested increase is consistent with the estimated usage of 46,500 tons included in Bid 10023103-12-Y, and the vendor is able to supply the needed materials. The amended five (5) year aggregate cost of the agreement shall not exceed \$14,750,495 from various funding sources including the Transportation and Storm Water Department, Public Utilities Department, and Capital Improvement Program budgets; contingent upon the adoption of the Fiscal Year 2016 Appropriations Ordinance and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditures are, or will be, on deposit with the City Treasurer.

This materials contract authorization is needed to perform services included in the Fiscal Year 2016 Proposed Budget.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

N/A; this is a materials only procurement.

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

City Council previously approved R-307855 on November 27, 2012.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Not Applicable.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

All residents: the asphalt concrete material will be used on streets and parking lots Citywide for maintenance and repair.

McFadden, Kris

Originating Department

LoMedico, Stacey

Deputy Chief/Chief Operating Officer

#105
11/27

RESOLUTION NUMBER R- 307855

DATE OF FINAL PASSAGE NOV 27 2012

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO ACCEPTING THE LOW BID OF VULCAN MATERIALS COMPANY TO FURNISH ASPHALT CONCRETE FOR STREET REPAIRS; AUTHORIZING AN AGREEMENT WITH VULCAN FOR ONE YEAR WITH OPTIONS TO EXTEND THE AGREEMENT; AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE FIRST YEAR OF THE AGREEMENT.

WHEREAS, in March 2012, the City issued Request for Bid No. 10023103-12-Y to furnish asphalt concrete for repair and maintenance by the Street Division in Fiscal Year 2013; and

WHEREAS, Vulcan Materials Company submitted the lowest responsible proposal, subject to Council approval; NOW, THEREFORE,

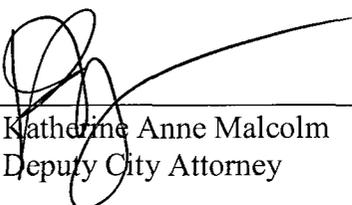
BE IT RESOLVED, by the Council of the City of San Diego as follows:

1. That the Mayor, or his designee, is authorized to accept the low and responsible proposal of Vulcan Materials Company as meeting the specifications of Request for Bid No. 10023103-12-Y.

2. That the Mayor, or his designee, is authorized to execute, for and on behalf of the City, an agreement with Vulcan Materials Company for furnishing asphalt concrete to the City for a period of one year beginning from the date of award, and including options to renew the agreement for up to four additional one-year periods at an estimated annual purchase cost of \$1,500,000, including sales tax, terms net thirty days, and under the terms and conditions set forth in the Agreement, on file with the City Clerk as Document No. RR- 307855.

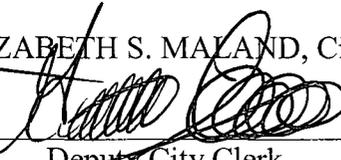
3. That the Chief Financial Officer is authorized to expend an amount not to exceed \$1,500,000 from Fund Center 211611, Street Division, Fund No. 100000, General Fund, of the Transportation & Storm Water Department, solely and exclusively to provide funds for the first year of the above agreement.

APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Katherine Anne Malcolm
Deputy City Attorney

KAM:mb
11/02/12
Or.Dept:T&SW
Doc.No: 459991

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at its meeting of 11/27/12.

ELIZABETH S. MALAND, City Clerk
By 
Deputy City Clerk

Approved: 11.27.12
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

AGREEMENT BETWEEN THE CITY OF SAN DIEGO
AND CALMAT COMPANY DBA VULCAN MATERIALS
COMPANY, WESTERN DIVISION FOR ASPHALT
CONCRETE

THIS AGREEMENT is entered into by and between THE CITY OF SAN DIEGO, a municipal corporation (City), and Calmat Co., dba Vulcan Materials Co., Western Region, a California corporation (Vulcan Materials Co.), individually referred to as "Party" and collectively as "Parties," for the furnishing of asphalt concrete.

RECITALS

WHEREAS, the City issued Request for Bid No. 10023103-12-Y for furnishing the City with asphalt concrete, a true and correct copy of which is attached hereto as Exhibit "A."

WHEREAS, the City subsequently issued Addendums A through E to Request for Bid No. 10023103-12-Y, true and correct copies of which are attached hereto as Exhibits "B" through "F."

WHEREAS, except as otherwise specified, the City's Request for Bid No. 10023103-12-Y also incorporates the City's General Provisions dated January 3, 2005, on file in the office of the Purchasing Agent.

WHEREAS, Vulcan Materials Co. submitted a proposal in response to Request for Bid No. 10023103-12-Y, a true and correct copy of which is attached hereto as Exhibit "G."

NOW, THEREFORE, in consideration of the above recitals and the terms, provisions, conditions, and obligations expressed herein, the City and Vulcan Materials Co. agree as follows:

AGREEMENT

A. Documents Comprising Agreement. This Agreement consists of this document and all the documents listed below, which are incorporated in full herein, and which together contain all the terms and conditions of this Agreement.

1. The City's Request for Bid No. 10023103-12-Y (Exhibit A);
2. The City's Addendum A to Request for Bid No. 10023103-12-Y (Exhibit B);
3. The City's Addendum B to Request for Bid No. 10023103-12-Y (Exhibit C);
4. The City's Addendum C to Request for Bid No. 10023103-12-Y (Exhibit D);
5. The City's Addendum D to Request for Bid No. 10023103-12-Y (Exhibit E);
6. The City's Addendum E to Request for Bid No. 10023103-12-Y (Exhibit F);
7. Vulcan Materials Co.'s Proposal in response to Request for Bid No. 10023103-12-Y (Exhibit G)
8. The City's General Provisions dated January 3, 2005 (General Provisions) ; and

This Agreement including all the Exhibits incorporated into this Agreement constitutes the entire understanding between the City and Vulcan Materials Co. with respect to the subject matter and transactions contemplated by this Agreement. This Agreement including all Exhibits incorporated into this Agreement supersedes any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this Agreement.

- B. Precedence of Documents. In the event of a conflict between the terms and conditions of this Agreement and/or Exhibits, the conflict shall be resolved according to the following order of precedence of documents. The terms and conditions of a document with a lower number shall prevail over conflicting terms and conditions of a document with a higher number. If a conflict exists between and applicable federal, state, or local law rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the documents and between the documents and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Provisions of the documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict and the more specific language will control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.
1. This Agreement;
 2. Vulcan's response to Request for Bid (RFB) No. 10023103-12-Y
 3. The City's Request for Bid No. 10023103-12-Y (Exhibit A) as amended by Addendums A – E (Exhibits B – F);
 4. The City's General Provisions dated January 3, 2005 (General Provisions); and
- C. Compensation. The City will compensate Vulcan Materials Co. in accordance with the Pricing Page set forth in the Vulcan Materials Co.'s Proposal (Ex. F) and the other applicable terms of this Agreement.
- D. Term of Agreement. The Term of this Agreement shall be for a period of one year, beginning August 1, 2012, unless terminated earlier pursuant to the terms and conditions stated in the Agreement.
- E. Option to Renew. The City has the option to renew this Agreement for up to four additional one-year periods under the terms and conditions stated in the Agreement and as more fully described in Request for Bid No. 10023103-12-Y.
- F. Incorporation of Exhibits. All exhibits referenced herein are considered to be a part of this Agreement and are incorporated in full herein by this reference.

IN WITNESS WHEREOF, this Agreement is executed by the City and Calmat Co., dba Vulcan Materials Co. through their duly authorized representatives.

CALMAT CO., dba VULCAN MATERIALS CO.
A California Corporation

THE CITY OF SAN DIEGO,
A Municipal Corporation

By: 

By: 
Jeffrey Baer
Director, Purchasing & Contracting

Name: Dan DeForest

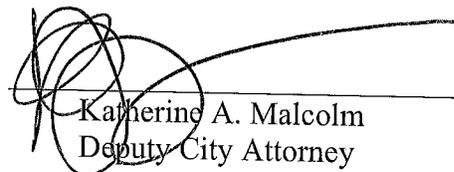
Title: Area Sales Manager

Date: 7/27/12

Date: July 23, 2012

I HEREBY APPROVE the form and legality of the foregoing Agreement between the City of San Diego and Calmat Co., this 30th day of July, 2012.

JAN I. GOLDSMITH, City Attorney

By: 
Katherine A. Malcolm
Deputy City Attorney



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 10023103-12-Y

REQUEST FOR BID ADDENDUM E

Closing Date: March 14, 2012
@ 3:00 pm P.T.

Subject: Furnish the City of San Diego with Furnish the City of San Diego with Asphalt Concrete
Timeline: As may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

Company VULCAN MATERIALS Company, Western Division Name Jack Guenther
Federal Tax I.D. No. 95-0645790 (PRINT OR TYPE)
Street Address 7220 Trade St. Suite #200 Signature* [Handwritten Signature]
City SAN DIEGO Title SR. Sales Rep.
State CA Zip Code 92121 Date 3-14-2012
Tel. No. 858-530-9404 Fax No. 858-530-9496
E-Mail guentherj@vmcmail.com

**Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

If your firm is not located in California, are you authorized to collect California sales tax? Yes N/A No
If Yes, under what Permit # _____
City of San Diego Business Tax Certificate #: _____

The City's Standard Payment Terms are Net 30 Days. However the City will accept the following payment terms and they will be considered for bid evaluation:

- 1% 20 days _____, 2% 20 days _____, 3% 20 days _____,
- 4% 20 days _____, 5% 20 days , 10% 20 days _____,
- 15% 20 days _____, 20% 20 days _____.

Please check terms offered if other than Net 30 Days
State delivery time required: 1 days after receipt of order.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) All bidders must complete and submit the Vendor Registration Form.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:
ELEIDA FELIX YACKEL/ylk, Procurement Specialist
Phone: (619) 533-4507 Fax: (619) 236-5904 E-mail: Efelixyackel@sandiego.gov

EXHIBIT A

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I. PRICING PAGE

SECTION 1 - ASPHALT

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	10,000	TONS	Class B 2 3/4" Max.	\$ 50.53	\$ 505,300.00
2.	12,000	TONS	Class C 2 1/2" Max.	\$ 66.32	\$ 795,840.00
3.	8,000	TONS	Class D 3/8" Max	\$ 65.26	\$ 522,080.00
4.	500	TONS	Class D 3/8" Dike Mix	\$ 54.74	\$ 27,370.00
5.	3,000	TONS	Class F Sheet	\$ 82.11	\$ 246,330.00
6.	2,000	TONS	Class D 3/8" Fine	\$ 68.42	\$ 136,840.00
TOTAL SECTION 1:					\$ 2,233,760.00

NOTE: Bidder agrees to hold unit pricing for 2 months at which time increases shall not exceed percentage designated per year on page 6 for option renewal. This is an annual contract but will be evaluated for price increase with justification at the noted interval. Failure to complete this blank may deem your bid non-responsive as this factor will be considered in factoring the award pricing.

For Information Only:

Day Charge for opening plant on regularly scheduled closed days for City projects requiring weekend and holiday operations.

\$ 600.00 per hour

Minimum Charge \$ 2400.00

Night Charge for opening plant between the hours of 8:00 p.m. to 6:00 a.m. for City projects requiring night time operations.

\$ 600.00 per hour

Minimum Charge \$ 2400.00

Plant/Loading facility location:

CARROLL CANYON 10050 BLACK MOUNT. RD. S.D. 92126
OTAY 7522 PASEO DE LA FUENTE S.D. 92154

SECTION 2 – COLD MIX AND SUPER COLD MIX ASPHALT

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	11,000	TONS	Cold Mix	\$ 78.95	\$ 868,450.00
2.	150	TONS	Delivery Rate (Truck & Driver)	\$ 21.05	\$ 3,157.50
TOTAL SECTION 2:					\$ 871,607.50
TOTAL SECTION 1 & 2					\$ 3,105,367.50

* Less 5% discount
 = \$ 2,950,099.12


NOTE: Bidder agrees to hold unit pricing for 2 months at which time increases shall not exceed percentage designated per year on page 6 for option renewal. This is an annual contract but will be evaluated for price increase with justification at the noted interval. **Failure to complete this blank may deem your bid non-responsive as this factor will be considered in factoring the award pricing.**

For Information Only:

Day Charge for opening plant on regularly scheduled closed days for City projects requiring weekend and holiday operations.

\$ 600.00 per hour

Minimum Charge \$ 2400.00

Night Charge for opening plant between the hours of 8:00 p.m. to 6:00 a.m. for City projects requiring night time operations.

\$ 600.00 per hour

Minimum Charge \$ 2400.00

Plant/Loading facility location: Carroll Canyon (10050 Black Mt Rd, S.D.), Gray plant (7522 Paseo de la Fuente, S.D. 92154)

II. SPECIFIC PROVISIONS

A. QUESTIONS AND COMMENTS

Questions and comments regarding this bid must be submitted in writing to City of San Diego, Purchasing & Contracting Department, ATTN: Eleida Felix Yackel, 1200 Third Avenue, Suite 200, San Diego, CA 92101; or by fax to (619) 236-5904; or by e-mail to Efelixyackel@sandiego.gov, no later than 5:00 p.m. on **Monday, March 5, 2012**.

B. AWARD

This bid shall be awarded as a lot or as may be in the best interest of the City.

C. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and two (2) copies of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.

- a. Vendor/Contractor Registration (use form in Forms section).
- b. Contractor Standards Pledge of Compliance (use form in Forms section).
- c. Equal Opportunity Contracting Program (use form in Forms section).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance Requirements as specified in City of San Diego General Provisions, Section II, paragraph G, if not currently on file.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.

- c. Business Tax Certificate as specified in Section II, paragraph J, if not currently on file.

D. EQUAL BENEFITS

Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)] (use form in Forms Section). Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

E. OPTION TO RENEW

The City reserves the option to renew the contract for four (4) additional one (1) year periods under the terms and conditions of the current contract beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Bidder an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

Bidder shall indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. 50 %

Failure to submit or complete the price increase section above will be construed to mean that prices bid will not be increased during any option period. The City will not grant an option, if the Contractor requests a price increase which exceeds above stated percentage. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

F. PRICE ADJUSTMENT CLAUSE FOR OPTION RENEWAL

In the event the Contractor does not request a price increase at the time of the contract renewal, and the Manufacturer subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the Manufacturer to support the requested increase. The requested increase shall not exceed the percentage increase indicated in the "Option to Renew" clause.

G. INSURANCE REQUIREMENTS

Insurance. The winning Bidder/Proposer shall not begin any work under the Contract resulting from this solicitation until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Bidder/Proposer's liabilities, including but not limited to Bidder/Proposer's indemnity obligations, under the Contract resulting from this solicitation, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Contract resulting from this solicitation and Bidder/Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this solicitation may be treated as a material breach of contract by the City. The Bidder/Proposer shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this solicitation.

Deductibles. All deductibles on any policy shall be the responsibility of the Bidder/Proposer and shall be disclosed to the City at the time the evidence of insurance is provided.

Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by the Contract resulting from this solicitation or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

Reservation of Rights. The City reserves the right, from time to time, to review the Bidder/Proposer's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Bidder/Proposer for the cost of the additional premium for any coverage requested by the City in excess of that required by the Contract resulting from this solicitation without overhead, profit, or any other markup.

Additional Insurance. The Bidder/Proposer may obtain additional insurance not required by the Contract resulting from this solicitation.

Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

Types of Insurance. At all times during the term of the Contract resulting from this solicitation, the Bidder/Proposer shall maintain insurance coverage as follows:

1. **Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 (one million) per occurrence and subject to an annual aggregate of \$2,000,000.00 (two million). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Bidder/Proposer's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

2. **Commercial Automobile Liability.** For all of the Bidder/Proposer's automobiles including owned, hired and non-owned automobiles, the Bidder/Proposer shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 (one million) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Bidder/Proposer.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

3. **Workers' Compensation.** For all of the Bidder/Proposer's employees who are subject to the Contract resulting from this solicitation and to the extent required by the applicable state or federal law, the Bidder/Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1,000,000.00 (one million) of employers' liability coverage, and the Bidder/Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Worker's Compensation and Employer's Liability Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

H. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated January 3, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid.

I. SMALL EMERGING LOCAL BUSINESS PROGRAM

Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

1. All professional services (non-Architectural/Engineering) contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
2. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

J. BUSINESS TAX CERTIFICATE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax Certificate, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

K. CONTRACTOR STANDARDS

This bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Bidders are required to complete the Contractor Standards Pledge of Compliance included in this Request for Bid (use form in Forms section). The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

III. SPECIFICATIONS

These specifications are based on the Standard Specifications for Public Works Construction, 2006 Edition. The subsection numbers shown in these specifications refer to the subsections in the Standard Specifications for Public Works Construction. Additions to and deletions from the Standard Specifications subsections are indicated where appropriate.

A. GENERAL

The Contractor shall furnish all labor, plant equipment, and materials for the mixing of aggregate and asphalt binder at a central mixing plant, loading the mixture into trucks furnished by the City either at the plant or at a satellite storage facility, all as specified in these specifications and special provisions. The Contractor's plant must be an approved source of material as determined by the City's Material Testing Lab.

B. MATERIALS

1. Paving Materials

Asphalt binder to be mixed with aggregate shall be liquid or paving asphalt of such grades as may be designated by the City according to its various requirements, and in accordance with paragraph 203.1.1 of the Standard Specifications.

2. Asphalt Concrete (Subsection 400-4.1)

"General. Asphalt concrete shall be a mixture of mineral aggregate and paving or liquid asphalt mixed at a central mixing plant."

Unless otherwise specified **PG 64-10** paving grade asphalt shall be used for asphaltic concrete and asphalt concrete dikes."

3. Aggregate (Subsection 400-4.2.2)

"Aggregate shall conform to the requirements of Subsection 400-1.1 and 400-1.2. The percentage of crushed particles will be determined by Test Method No. Calif. 205."

4. Coarse Aggregate (Subsection 400-4.2.3)

"Coarse aggregate shall consist of material of which at least twenty-five percent (25%) by weight shall be crushed particles."

5. Fine Aggregates (Subsection 400-4.2.4)

“Fine aggregate shall consist of material containing not less than twenty percent (20%) by weight of crushed particles in the portion passing the No. 4 sieve and retained on the No. 8 sieve. The remainder may consist of natural fine aggregate.

If the fine aggregate is deficient in material passing the No. 200 sieve, a mineral filler conforming to the requirements of Subsection 203-6.2.3 shall be added to meet the combined grading.

The total amount of material passing the No. 200 sieve shall be determined by washing the material through the sieve with water. Not less than ½ of the material passing the No. 200 sieve by washing shall pass the No. 200 sieve by drying sieving.

Fine aggregate shall be tested for soundness in accordance with ASTM D-1073, and shall not exceed fifteen percent (15%) loss by weight.”

6. Combined Aggregates (Subsection 400-4.3)

All of this subsection is incorporated into these specifications by reference except that the following classes are the only ones to be included in these specifications:

Class B2 (3/4" maximum)

Class C2 (1/2" maximum)

Class D (3/8" maximum)

Class F (Sheet)

C. SUPER COLD MIX

Sieve Size	Percentage Passing Sieve
1/2"	100
3/8"	95 - 100
#4	72 - 90
#8	60 - 70
#30	25 - 40
#50	18 - 25
#200	4 - 10
Percentage of Asphalt	5.6 - 6.0
Lazite, or equal per ton	12 1/2 lb.

The combined gradings within the specified, limits shall be of such uniformity that the materials, during any day's run, will not vary more than the following:

Maximum range in percentage passing #4 sieve 6

Maximum range in percentage passing #30 sieve 5

Maximum range in percentage passing #200 sieve 3

The combined aggregate shall conform to the following additional quality requirements:

<u>Tests</u>	<u>Test Method No. California</u>	<u>Requirements</u>
Loss in Los Angeles		
Rattler (after 500 revolutions)	211	50% maximum
Cleanness	227	50 minutes

The Super Cold Mix asphalt shall be plant mixed at reduced temperatures in accordance with the Bray Oil Company standard mix design, and shall be capable of being stored and placed at ambient temperature.

D. COLD MIX

Cold Mix shall consist of Class D aggregate and type SC-250 or SC-800 asphalt mixed at 210°F to 240°F in accordance with the Standard Specifications.

E. CONTRACT CONDITIONS

1. The City's requirements for asphaltic plant mix surfacing material are estimated to be 44,500 tons total.
2. The City will require that asphalt materials be provided Monday through Friday during normal business hours, starting at 7:00 a.m. The Contractor shall have the capability to provide asphalt materials on Saturdays, Sundays, and holidays. The City will notify the Contractor forty-eight (48) hours in advance for materials on those days and the minimum time for plant operations would be four (4) hours.
3. Deliveries shall be FOB, City trucks or trucks rented by the City, at the locations designated by each bidder. The plant or loading facility shall be located within a radius not to exceed fifteen (15) miles of the Chollas Operating Station, located at 2781 Caminito Chollas, San Diego, CA 92105-5039.
4. When the City knows in advance that it will need over 450 tons of asphaltic plant mix on any one (1) day, the City will notify the Contractor not less than forty-eight (48) hours in advance of the desired starting time.

5. The City will notify the Contractor by not less than twenty-four (24) hours before the desired time of delivery in those cases where the City desires from 200 tons to 450 tons. The Contractor shall be prepared to furnish quantities of less than 200 tons without advance notice from the City.
6. The Contractor shall commence delivery to the City on the date and time specified, unless the City determines that weather conditions are unsuitable or there is any other condition beyond the City's control, which makes it impossible for the City to take delivery.
7. On days when the City has notified the Contractor that the City intends to haul over 450 tons of asphaltic plant mix from the Contractor's plant, the plant shall give preference to the City in loading over the City's trucks of any other party.
8. On days when the City takes less than 450 tons from the Contractor's plant, the City's trucks shall be loaded in accordance with their proper place in the waiting line. The exception is if the City notifies the Contractor at least twenty-four (24) hours before the time desired that the City desires to start hauling a certain number of tons (less than 450) at a certain time and the Contractor agrees to start loading the materials at the time requested, the City's trucks shall have loading priority until the amount of tonnage ordered has been delivered. If the wait time exceeds one (1) hour, the City truck shall be given loading priority over all others and be loaded within thirty (30) minutes.
9. The right is reserved by the City to advertise for bids in cases where asphaltic resurfacing work is to be done by other than City forces.
10. Any surfacing materials failing to meet the specifications will be rejected even if the material has been placed on the street and payment therefore will be withheld by the City of San Diego.
11. The City reserves the right to reject any and all bids.
12. During normal business hours, the Contractor is required to notify the City and provide an alternate supplier for asphalt products whenever the Contractor's plant closes due to equipment break downs, labor strife, scheduled plant closures or if for any other reason the Contractor's plant is unable to provide the ordered materials in accordance with the above listed conditions. The Contractor shall make other arrangements for provision of the bid materials so that the City's work shall continue uninterrupted, at the prices bid in this contract. The Contractor will incur a one thousand dollar (\$1,000.00) per day fine for failure to provide an alternate supplier for contracted materials in this contract.
13. There shall be no load ordered for less than one (1) ton; nor shall there be any minimum ordering requirement exceeding one (1) ton.

14. Successful bidder will be required to accept the City's demolition concrete and asphalt materials. The bidder shall be responsible for the disposition of the concrete and asphalt materials so as to insure their reintroduction in the manufacture of various paving products or relate material.
15. The City will deliver the asphalt or concrete demolition materials to designated sites. The materials will be broken into two (2) foot sections, will be generally clean and free of steel. The demolition materials may be separated into specific product or may be a mixture of concrete or asphalt. The demolition materials will also include asphalt grindings.
16. The successful bidder will dispose of the City's demolition asphalt and concrete materials at no charge for recycling.

F. **Deleted.**

G. **Deleted.**

H. Deleted.

I. CONTRACT ADMINISTRATOR

For further information, contact Jose Castillo, Contract Administrator, at (619) 527-3457.

J. PAYMENT

1. The Contractor shall have his public weighmaster maintain a daily load sheet showing for each load, the truck number, time in, time out delivery ticket, gross, tare and net weights, type of mix, and the pick-up location. This shall be available to City forces upon request at any time.
2. Two (2) copies of a certified load ticket issued by vendor's weighmaster shall accompany each load leaving the plant.
3. This ticket shall show the gross, tare and net weights, truck number, job description or location, and time of departure from the plant. A City representative will sign and note the time of receipt on each load ticket and will retain a carbon copy of the load ticket.
4. Vendors shall invoice daily. City departments shall not be commingled on any one invoice, but are to be invoiced independently. Multiple load tickets can be referenced on a single invoice only if they are for the same customer. A copy of the certified load ticket/delivery ticket is required to be submitted with invoice(s).
5. Payment will be made monthly on the basis of certified load tickets with invoice.

IV. FORMS



City of San Diego
Purchasing & Contracting Department
Contractor/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID: _____

(ID Number will be provided by City)

Firm Info:

Firm Name:
(as reported on W9)

CALMAT Co. dba VULCAN MATERIALS COMPANY, WESTERN DIVISION

Firm Address:

7220 TRADE ST. Suite #200

City:

SAN DIEGO State: CA Zip: 92121

Phone:

858-530-9404 Fax: 858-530-9496

Taxpayer ID:

95-0645790 Business License: B1974012124

Website:

WWW.VULCANMATERIALS.COM

Contact Info:

Contact Name:

Jack Guenther

Title:

SR. Sales Rep.

Email:

guentherj@vncmail.com

Phone:

858-530-9404 Cell: 619-843-3060

Alternate Address (if different from above) to Receive Remittance:

Mailing Address:

City:

_____ State: _____ Zip: _____

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address:

City:

_____ State: _____ Zip: _____

Contractor Licenses (if applicable)

License Number:

License Type:

License Number:

License Type:

License Number:

License Type:

Contractor/Vendor Registration Form -- Page 2

Firm Name:
(As reported on W9)

VULCAN CO., A VULCAN MATERIALS COMPANY, (U/S UOI)

Product/Services Information:

NIGP Codes:

Asphalt supplier 212319
concrete supplier 325320
sand and gravel mining 212321

*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm: (51% ownership or more) VULCAN MATERIALS COMPANY	<input type="checkbox"/> Male <input type="checkbox"/> Female or	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Non-Profit <input type="checkbox"/> Governmental/Municipality/Regulatory Agency <input type="checkbox"/> Utility
*Required		

Ethnicity:

Ethnicity:

N/A

*select one from the following List of Ethnicities:

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification:

OBE

* select from the following List of Ownership Classification Codes (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
EBE	(Emerging Business Enterprise)
ELBE	(Emerging Local Business Enterprise)

Certified by an Agency? No Yes (enter Certification Number and Certifying Agency below)

Certification #: [] Expiration Date: []

Agency: []

Certification #: [] Expiration Date: []

Agency: []

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/236-5904

City of San Diego Purchasing & Contracting Department

CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

Furnish the City of San Diego with asphalt concrete
Bid no, 10023103-12-Y

B. BIDDER/CONTRACTOR INFORMATION:

CALMAT CO., dba VULCAN MATERIALS COMPANY, WESTERN DIVISION
Legal Name
7220 Trade St. Suite 200 San Diego CA 92121
Street Address City State Zip
Jack Guenther 858-530-9404 858-530-9496
Contact Person, Title Phone Fax

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE: Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

Corporation Date incorporated: 1/28/1929 State of incorporation: DELAWARE

List corporation's current officers: President: ALAN WESSEL
Vice Pres: MICHAEL HUBST
Secretary: JERRY PERKINS
Treasurer: CINDY VU

Is your firm a publicly traded corporation? Yes No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

Limited Liability Company Date formed: ___/___/___ State of formation: _____

List names of members who own five percent (5%) or more of the company:

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: ___/___/___

List each firm in the joint venture and its percentage of ownership:

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged default, breach of contract, or fraud with or against a government agency?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted, breached a contract, or committed fraud?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*.
 Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

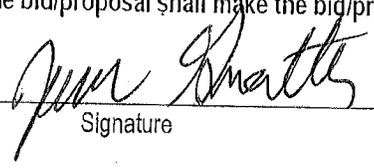
Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.

Bid No. 10023103-12-Y

- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Jack Guenther		3-14-12
Print Name, Title	Signature	Date
SR. Sales Rep.		

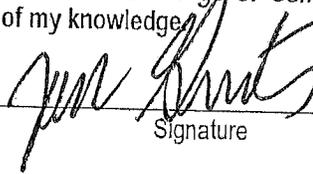
City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

All questions have been answered on previous pages.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

JACK Guenther
Print Name, Title
S.R. Sales Rep.


Signature

3-14-12
Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

BIDDER REQUIREMENTS

TABLE OF CONTENTS

- I. City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of professional service Proposers doing business with the City. The City encourages its Proposers to share this commitment. Prime Proposers are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.
- II. Nondiscrimination in Contracting Ordinance.** All Proposers and professional service providers doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
- A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- B. Contract Language. The following language shall be included in contracts for City projects between the Proposer and any Subcontractors, vendors, and suppliers:
- Proposer shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Proposer shall provide equal opportunity for Subcontractors to participate in opportunities. Proposer understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.
- C. Compliance Investigations. Upon the City's request, Proposer agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Proposer has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Proposer for each subcontract or supply contract. Proposer further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Proposer understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Proposer up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Proposer further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

III. Equal Employment Opportunity. Proposers shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Proposers shall submit with their proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

A. Work Force Report. If based on a review of the *Work Force Report* (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, then the Proposer will also be required to submit an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval

B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, it must include at least the following assurances that:

1. The Proposer will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Proposer's employees are assigned to work;
2. A responsible official is designated to monitor all employment related activity to ensure the Proposer's EEO Policy is being carried out and to submit reports relating to EEO provisions;
3. Proposer disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Proposer reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Proposer discusses its EEO Policy Statement with Subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Proposer documents and maintains a record of all bid solicitations and outreach efforts to and from Subcontractors, Proposer associations and other business associations;
7. The Proposer disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;

8. The Proposer disseminates its EEO Policy to union and community organizations;
9. The Proposer provides immediate written notification to the City when any union referral process has impeded the Proposer's efforts to maintain its EEO Policy;
10. The Proposer maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Proposer maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Proposer encourages all present employees, including people of color and women employees, to recruit others;
13. The Proposer maintains all employment selection process information with records of all tests and other selection criteria;
14. The Proposer develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Proposer's employment needs;
15. The Proposer conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Proposer ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Proposer establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Proposer is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a Proposer association, Proposer/community professional association, foundation or other similar group of which the Proposer is a member will be considered as being part of fulfilling these obligations, provided the Proposer actively participates.

IV. Equal Opportunity Contracting. Prime Proposers are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer contracting opportunities to all eligible Subcontractors. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *Small Emerging Local Business Program participation level*.

A. Small Emerging Local Business Program Participation Level

Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

1. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
2. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

B. Contract Activity Reports. To permit monitoring of the winning Proposer's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

V. Demonstrated Commitment to Equal Opportunity. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Proposers are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. Past Participation Levels. Listing of Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.

3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
 4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. In accordance with the City's Equal Opportunity Commitment, EOCP will evaluate the **Proposer's** demonstrated commitment to equal opportunity including the following factors:
1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subcontracting opportunities available to all interested and qualified firms on this project including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
 2. Past Participation Levels. Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
 3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
 4. Community Activities. Proposer's current community activities.
- VI. List of Subcontractors/Subconsultants.** Proposers are required to submit a *Subcontractor List* with their proposal.
- A. Subcontractors List. The *Subcontractor List* (Attachment CC) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.
1. Subcontractors, Subconsultants and Vendors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Proposer's fee.
- B. Commitment Letters. Proposer shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

VII. Definitions. Certified “**Minority Business Enterprise**” (**MBE**) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified “**Women Business Enterprise**” (**WBE**) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified “**Disadvantaged Business Enterprise**” (**DBE**) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified “**Disabled Veteran Business Enterprise**” (**DVBE**) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

“**Other Business Enterprise**” (**OBE**) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

Emerging Local Business Enterprise (ELBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

1. \$2.75 million – Construction
2. \$1.5 million – Specialty Construction
3. \$1.5 million – Goods/Materials/Services
4. 1.0 million – Trucking
5. \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

Local Business Enterprise (LBE) – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

Small Local Business Enterprise (SLBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

VIII. Certification.

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SMBE, SWBE
Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

IX. List of Attachments.

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report

City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209



WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

Section 1.01 CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: CALMAT CO.

ADA/DBA: VULCAN MATERIALS COMPANY, WESTERN DIVISION

Address (Corporate Headquarters, where applicable): 3200 San Fernando Road

City: Los Angeles County: Los Angeles State: CA Zip: 90065

Telephone Number: (323) 474-3584 Fax Number: (323) 258-4739

Name of Company CEO: Alan Hessel

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 7220 Trade St. Suite #200

City: San Diego County: SAN DIEGO State: CA Zip: 92121

Telephone Number: (858) 530-9404 Fax Number: (858) 530-9496

Type of Business: Construction materials supply Type of License: _____

The Company has appointed: Kevin Krogmeier

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 3200 San Fernando Road # Los Angeles, CA 90065

Telephone Number: (323) 474-3584 Fax Number: (323) 258-4739

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Vulcan Materials Company

Los Angeles, CA (County) (State)

hereby certify that information provided

herein is true and correct. This document was executed on this 31st day of January, 2012

Tom G. Miller
(Authorized Signature)

Kevin Krogmeier
(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Vulcan Materials Co. DATE: 1/31/2012
 OFFICE(S) or BRANCH(ES): San Diego COUNTY: San Diego

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

SEE ENCLOSED

*Construction laborers and other field employees are not to be included on this page

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - Page 3

NAME OF FIRM: Vulcan Materials

DATE: 1/31/2012

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

SEE ENCLOSED

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

CO= 895620-
 U= CC0818-6
 NAICS= 325998

EQUAL EMPLOYMENT OPPORTUNITY
 2011 EMPLOYER INFORMATION REPORT EEO-1

ESTABLISHMENT REPORT-TYPE 8

SECTION B-COMPANY IDENTIFICATION

1. Legacy Vulcan Corp
 P.O. Box 385014
 Birmingham Jefferson
 AL 35238

2.a. WS Carroll Canyon
 10050 Black Mountain Rd
 San Diego San Diego
 CA 92126

b. Y
 c. EI=630366371

SECTION C-TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:33-960-25

SECTION E-ESTABLISHMENT INFORMATION

1-Construction aggregates

SECTION D-EMPLOYMENT DATA

JOB CATEGORIES	MALE FEMALE *****		MALE *****						FEMALE *****						TOTAL A-N (O)
	HISP (A)	HISP (B)	WHITE (C)	BLACK (D)	NHOPI (E)	ASIAN (F)	NAT AM (G)	2+RACE (H)	WHITE (I)	BLACK (J)	NHOPI (K)	ASIAN (L)	NAT AM (M)	2+RACE (N)	
EXEC/SENIOR MGRS... (1.1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID-LVL MGRS. (1.2)	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0
PROFESSIONALS (2)	1	0	0	0	0	0	0	0	0	0	0	0	0	0	3
TECHNICIANS (3)	4	0	5	1	0	0	0	0	0	0	0	0	0	0	1
SALES WORKERS (4)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
ADMIN SUPPORT (5)	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0
CRAFT WORKERS (6)	0	0	6	0	0	0	0	1	0	0	0	0	0	0	4
OPERATIVES (7)	4	0	15	0	0	0	0	0	0	0	0	0	0	0	6
LABORERS & HELPERS. (8)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19
SERVICE WORKERS ... (9)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL (10)	10	2	29	1	0	0	0	1	0	0	0	0	0	0	43
PREVIOUS YEAR TOTAL (11)	10	2	29	1	0	0	0	1	0	0	0	0	0	0	43

DATES OF PAYROLL PERIOD: 08/01/2011 THRU 08/31/2011

CERTIFICATION:

CERTIFYING OFFICIAL: Sam Frazier

EMAIL: FrazierS@VMCMAIL.com

TITLE:

TELEPHONE NO: 205-298-3757

EEO-1 REPORT CONTACT PERSON: Sam Frazier

EMAIL: FrazierS@VMCMAIL.com

TITLE:

TELEPHONE NO: 205-298-3757

STREET ADDRESS: P.O. Box 385014

CITY/ST: Birmingham AL

ZIP: 35238

CO= 895620-
 U= DH6429-0
 NAICS= 324121

EQUAL EMPLOYMENT OPPORTUNITY
 2011 EMPLOYER INFORMATION REPORT EEO-1

ESTABLISHMENT REPORT-TYPE 8

SECTION B-COMPANY IDENTIFICATION

1. Legacy Vulcan Corp
 P.O. Box 385014
 Birmingham Jefferson
 AL 35238

2.a. WS Carroll Canyon Asphalt
 10051 Black Mountain Road
 San Diego San Diego
 CA 92126

b. Y
 c. EI=630366371

SECTION C-TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:33-960-25

SECTION E-ESTABLISHMENT INFORMATION

1-Construction Aggregates

SECTION D-EMPLOYMENT DATA

JOB CATEGORIES	MALE FEMALE		***** MALE *****						***** FEMALE *****						TOTAL A-N (O)	
	HISP (A)	HISP (B)	WHITE (C)	BLACK (D)	NHOPI (E)	ASIAN (F)	NAT AM (G)	2+RACE (H)	WHITE (I)	BLACK (J)	NHOPI (K)	ASIAN (L)	NAT AM (M)	2+RACE (N)		
EXEC/SENIOR MGRS... (1.1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID-LVL MGRS. (1.2)	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROFESSIONALS (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
TECHNICIANS (3)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS (4)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMIN SUPPORT (5)	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
CRAFT WORKERS (6)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
OPERATIVES (7)	1	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS. (8)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
SERVICE WORKERS ... (9)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL (10)	2	0	4	0	0	0	0	0	0	0	0	0	0	0	0	6
PREVIOUS YEAR TOTAL (11)	2	0	4	0	0	0	0	0	0	0	0	0	0	0	0	6

DATES OF PAYROLL PERIOD: 08/01/2011 THRU 08/31/2011

CERTIFICATION:

CERTIFYING OFFICIAL: Sam Frazier
 EMAIL: FrazierS@VMCMAIL.com
 EEO-1 REPORT CONTACT PERSON: Sam Frazier
 EMAIL: FrazierS@VMCMAIL.com

TITLE:
 TELEPHONE NO: 205-298-3757
 TITLE:
 TELEPHONE NO: 205-298-3757
 STREET ADDRESS: P.O. Box 385014
 CITY/ST: Birmingham AL ZIP: 35238

CO= 895620-
 U= DK2238-2
 NAICS= 213115

EQUAL EMPLOYMENT OPPORTUNITY
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ESTABLISHMENT REPORT-TYPE 8

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SECTION C-TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:33-960-25

SECTION E-ESTABLISHMENT INFORMATION

1-Construction aggregates

SECTION D-EMPLOYMENT DATA

JOB CATEGORIES	MALE	FEMALE	***** MALE *****						***** FEMALE *****						TOTAL A-N (O)
	HISP (A)	HISP (B)	WHITE (C)	BLACK (D)	NHOPI (E)	ASIAN (F)	NAT AM (G)	2+RACE (H)	WHITE (I)	BLACK (J)	NHOPI (K)	ASIAN (L)	NAT AM (M)	2+RACE (N)	
EXEC/SENIOR MGRS... (1.1)	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3
FIRST/MID-LVL MGRS. (1.2)	1	0	4	0	0	0	0	0	2	0	0	0	0	0	7
PROFESSIONALS (2)	0	0	1	0	0	0	0	0	2	0	0	0	0	0	3
TECHNICIANS (3)	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
SALES WORKERS (4)	2	0	1	1	0	0	0	0	2	0	0	0	0	0	6
ADMIN SUPPORT (5)	0	0	2	0	0	0	0	0	3	1	0	0	0	0	6
CRAFT WORKERS (6)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES (7)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS. (8)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS ... (9)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL (10)	3	0	12	1	0	0	0	0	9	1	0	0	0	0	26
PREVIOUS YEAR TOTAL (11)	3	0	12	1	0	0	0	0	9	1	0	0	0	0	26

DATES OF PAYROLL PERIOD: 08/01/2011 THRU 08/31/2011

CERTIFICATION:

CERTIFYING OFFICIAL: Sam Frazier

TITLE:

TELEPHONE NO: 205-298-3757

EMAIL: FrazierS@VMCMAIL.com

EEO-1 REPORT CONTACT PERSON: Sam Frazier

TITLE:

TELEPHONE NO: 205-298-3757

EMAIL: FrazierS@VMCMAIL.com

STREET ADDRESS: P.O. Box 385014

CITY/ST: Birmingham AL

ZIP: 35238

CO= 895620-
 U= DK2346-0
 NAICS= 327320

EQUAL EMPLOYMENT OPPORTUNITY
 2011 EMPLOYER INFORMATION REPORT EEO-1

ESTABLISHMENT REPORT-TYPE 8

SECTION B-COMPANY IDENTIFICATION

1. Legacy Vulcan Corp
 P.O. Box 385014
 Birmingham Jefferson
 AL 35238

2.a. WS Oceanside
 2925 Industry Street
 Oceanside San Diego
 CA 92054

b. Y
 c. EI=630366371

SECTION C-TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:33-960-25

SECTION E-ESTABLISHMENT INFORMATION

1-Construction aggregates

SECTION D-EMPLOYMENT DATA

JOB CATEGORIES	MALE FEMALE		***** MALE *****							***** FEMALE *****							TOTAL A-N (O)
	HISP (A)	HISP (B)	WHITE (C)	BLACK (D)	NHOPI (E)	ASIAN (F)	NAT AM (G)	2+RACE (H)	WHITE (I)	BLACK (J)	NHOPI (K)	ASIAN (L)	NAT AM (M)	2+RACE (N)			
EXEC/SENIOR MGRS... (1.1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
FIRST/MID-LVL MGRS. (1.2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
PROFESSIONALS (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TECHNICIANS (3)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SALES WORKERS (4)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
ADMIN SUPPORT (5)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
CRAFT WORKERS (6)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
OPERATIVES (7)	3	0	9	0	0	1	0	0	0	0	0	0	0	0	0	13	
LABORERS & HELPERS. (8)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SERVICE WORKERS ... (9)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL (10)	3	0	9	0	0	1	0	0	0	0	0	0	0	0	0	13	
PREVIOUS YEAR TOTAL (11)	3	0	9	0	0	1	0	0	0	0	0	0	0	0	0	13	

DATES OF PAYROLL PERIOD: 08/01/2011 THRU 08/31/2011

CERTIFICATION:

CERTIFYING OFFICIAL: Sam Frazier

EMAIL: FrazierS@VMCMAIL.com

TITLE:

TELEPHONE NO: 205-298-3757

EEO-1 REPORT CONTACT PERSON: Sam Frazier

EMAIL: FrazierS@VMCMAIL.com

TITLE:

TELEPHONE NO: 205-298-3757

STREET ADDRESS: P.O. Box 385014

CITY/ST: Birmingham AL ZIP: 35238

CO= 895620-
 U= BE8862-1
 NAICS= 325998

EQUAL EMPLOYMENT OPPORTUNITY
 2011 EMPLOYER INFORMATION REPORT EEO-1

ESTABLISHMENT REPORT-TYPE 4

SECTION B-COMPANY IDENTIFICATION

1. Legacy Vulcan Corp
 P.O. Box 385014
 Birmingham Jefferson
 AL 35238

2.a. WS Mission Valley
 5745 Mission Center Road
 San Diego San Diego
 CA 92108

b. Y
 c. EI=630366371

SECTION C-TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-N DUNS NO.:33-960-25

SECTION E-ESTABLISHMENT INFORMATION

1-Construction aggregates

SECTION D-EMPLOYMENT DATA

JOB CATEGORIES	MALE FEMALE *****		MALE *****		MALE *****		FEMALE *****		FEMALE *****		FEMALE *****		TOTAL A-N (O)		
	HISP (A)	HISP (B)	WHITE (C)	BLACK (D)	NHOPI (E)	ASIAN (F)	NAT AM (G)	2+RACE (H)	WHITE (I)	BLACK (J)	NHOPI (K)	ASIAN (L)		NAT AM (M)	2+RACE (N)
EXEC/SENIOR MGRS... (1.1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID-LVL MGRS. (1.2)	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2
PROFESSIONALS (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICIANS (3)	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
SALES WORKERS (4)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMIN SUPPORT (5)	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
CRAFT WORKERS (6)	2	0	6	0	0	1	0	0	0	0	0	0	0	0	9
OPERATIVES (7)	11	0	35	4	0	3	11	0	0	0	0	0	1	0	54
LABORERS & HELPERS. (8)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS ... (9)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL (10)	13	1	44	4	0	4	0	0	1	0	0	0	1	0	68
PREVIOUS YEAR TOTAL (11)	13	1	44	4	0	4	0	0	1	0	0	0	1	0	68

DATES OF PAYROLL PERIOD: 08/01/2011 THRU 08/31/2011

CERTIFICATION:

CERTIFYING OFFICIAL: Sam Frazier

TITLE:

TELEPHONE NO: 205-298-3757

EMAIL: FrazierS@VMCMAIL.com

EEO-1 REPORT CONTACT PERSON: Sam Frazier

TITLE:

TELEPHONE NO: 205-298-3757

EMAIL: FrazierS@VMCMAIL.com

STREET ADDRESS: P.O. Box 385014

CITY/ST: Birmingham AL

ZIP: 35238

CO= 895620-
 U= AZ0099-5
 NAICS= 325998

EQUAL EMPLOYMENT OPPORTUNITY
 2011 EMPLOYER INFORMATION REPORT EEO-1

ESTABLISHMENT REPORT-TYPE 8

SECTION B-COMPANY IDENTIFICATION

1. Legacy Vulcan Corp
 P.O. Box 385014
 Birmingham Jefferson
 AL 35238

2.a. WS Escondido
 849 W Washington Avenue
 Escondido San Diego
 CA 92025

b. Y
 c. EI=630366371

SECTION C-TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-N DUNS NO.: 33-960-25

SECTION E-ESTABLISHMENT INFORMATION

1-Construction aggregates

SECTION D-EMPLOYMENT DATA

JOB CATEGORIES	MALE FEMALE		***** MALE *****							***** FEMALE *****				TOTAL A-N (O)		
	HISP (A)	HISP (B)	WHITE (C)	BLACK (D)	NHOPI (E)	ASIAN (F)	NAT AM (G)	2+RACE (H)	WHITE (I)	BLACK (J)	NEOPI (K)	ASIAN (L)	NAT AM (M)		2+RACE (N)	
EXEC/SENIOR MGRS... (1.1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID-LVL MGRS. (1.2)	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0
PROFESSIONALS (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICIANS (3)	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS (4)	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	1
ADMIN SUPPORT (5)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
CRAFT WORKERS (6)	2	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES (7)	4	0	19	1	0	0	0	0	0	0	0	0	0	0	0	5
LABORERS & HELPERS. (8)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24
SERVICE WORKERS ... (9)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL (10)	7	0	24	1	0	1	0	0	1	0	0	0	0	0	0	34
PREVIOUS YEAR TOTAL (11)	7	0	24	1	0	1	0	0	1	0	0	0	0	0	0	34

DATES OF PAYROLL PERIOD: 08/01/2011 THRU 08/31/2011

CERTIFICATION:

CERTIFYING OFFICIAL: Sam Frazier

EMAIL: FrazierS@VMCMAIL.com

TITLE:

TELEPHONE NO: 205-298-3757

EEO-1 REPORT CONTACT PERSON: Sam Frazier

EMAIL: FrazierS@VMCMAIL.com

TITLE:

TELEPHONE NO: 205-298-3757

STREET ADDRESS: P.O. Box 385014

CITY/ST: Birmingham AL ZIP: 35238



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one¹, two² & three³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

CONTRACT ACTIVITY REPORT

Proposers are required by contract to report Subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: NO. 10023103-12-Y ^{PM Supplier} PRIME CONTRACTOR: VULCAN MATERIALS Company.
 CONTRACT AMOUNT: _____ INVOICE PERIOD: _____ DATE: _____

Include Additional Services Not-to-Exceed Amount

SubContractor	Indicate SLBE, ELBE, MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
N/A							
Prime Contractor Total:							
Contract Total:							

Completed by: _____

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION	
Company Name: <u>Vulcan Materials Co. Western Div.</u>	Contact Name: <u>Kevin Krogmeier</u>
Company Address: <u>3200 San Fernando Rd. Los Angeles, Calif. 91105</u>	Contact Phone: <u>(323) 474-3584</u>
	Contact Email:

CONTRACT INFORMATION	
Contract Title: <u>for Nish the City of San Diego with Asphalt Concrete</u>	Start Date: <u>3-14-12</u>
Contract Number (if no number, state location): <u>10023103-12-Y</u>	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners in.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

This summary is provided for convenience. Full text of the EBO and its Rules posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO by selecting A, B, or C below. The City may request supporting documentation.

I affirm compliance with the EBO because my firm (*contractor must select one reason*):

- Provides equal benefits to spouses and domestic partners.
- Provides no benefits to spouses or domestic partners.
- Has no employees.
- Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Kevin Krogmeier / VP of HR [Signature] 1/30/12
Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY	
Receipt Date:	EBO Analyst: <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason:

EXHIBIT B

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM A

Bid No. 10023103-12-Y

Revised Bid Closing Date: February 20, 2012
@ 3:00 p.m.

Proposals for furnishing the City of San Diego with **Asphalt Concrete**.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. **The bid closing date has been changed from February 8, 2012 to February 20, 2012 @ 3:00 p.m.**
2. Delete the original cover page and replace with the attached Addendum A Bid cover page.
3. Delete the original page 5 and replace with the attached Addendum A page 5.
(NOTE: Section II, paragraph A has been changed.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Eleida Felix Yackel
Procurement Specialist
(619) 533-4507

February 7, 2012

EF/yk

Received
[Signature]



CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPT.
 1200 Third Avenue, Suite 200
 San Diego, CA 92101-4195

Bid No. 10023103-12-Y

REQUEST FOR BID
ADDENDUM A

Closing Date: February 20, 2012
@ 3:00 pm P.T.

Subject: Furnish the City of San Diego with Asphalt Concrete
Timeline: As may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

Company _____	Name _____
Federal Tax I.D. No. _____	[PRINT OR TYPE]
Street Address _____	Signature* _____
City _____	Title _____
State _____ Zip Code _____	Date _____
Tel. No. _____ Fax No. _____	<i>*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i>
E-Mail _____	

If your firm is not located in California, are you authorized to collect California sales tax? Yes No
 If Yes, under what Permit # _____
 City of San Diego Business Tax Certificate #: _____

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

The City's Standard Payment Terms are Net 30 Days. However the City will accept the following payment terms and they will be considered for bid evaluation:

1% 20 days____, 2% 20 days____, 3% 20 days____,
 4% 20 days____, 5% 20 days____, 10% 20 days____,
 15% 20 days____, 20% 20 days____.

Please check terms offered if other than Net 30 Days

State delivery time required: _____ days after receipt of order.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) All bidders must complete and submit the Vendor Registration Form.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

ELEIDA FELIX YACKEL/ylk, Procurement Specialist

Phone: (619) 533-4507

Fax: (619) 236-5904

E-mail: Efelixyackel@sandiego.gov

II. SPECIFIC PROVISIONS

A. QUESTIONS AND COMMENTS

Questions and comments regarding this bid must be submitted in writing to City of San Diego, Purchasing & Contracting Department, ATTN: Eleida Felix Yackel, 1200 Third Avenue, Suite 200, San Diego, CA 92101; or by fax to (619) 236-5904; or by e-mail to Efelixyackel@sandiego.gov, no later than 5:00 p.m. on **Tuesday, February 14, 2012.**

B. AWARD

This bid shall be awarded as a lot or as may be in the best interest of the City.

C. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and two (2) copies of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.

- a. Vendor/Contractor Registration (use form in Forms section).
- b. Contractor Standards Pledge of Compliance (use form in Forms section).
- c. Equal Opportunity Contracting Program (use form in Forms section).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance Requirements as specified in City of San Diego General Provisions, Section II, paragraph G, if not currently on file.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM B

Bid No. 10023103-12-Y

Revised Bid Closing Date: **March 2, 2012**
@ 3:00 p.m.

Proposals for furnishing the City of San Diego with **Asphalt Concrete**.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. **The bid closing date has been changed from February 20, 2012 to March 2, 2012 @ 3:00 p.m.**
2. Delete the Addendum A Bid cover page and replace with the attached Addendum B Bid cover page.
3. Delete the Addendum A page 5 and replace with the attached Addendum B page 5. (NOTE: Section II, paragraph A has been changed.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Eleida Felix Yackel
Procurement Specialist
(619) 533-4507

February 17, 2012

EF/yk



EXHIBIT C



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 10023103-12-Y

REQUEST FOR BID ADDENDUM B

Closing Date: March 2, 2012
@ 3:00 pm P.T.

Subject: Furnish the City of San Diego with Asphalt Concrete
Timeline: As may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

Company _____ Name _____
 Federal Tax I.D. No. _____ [PRINT OR TYPE]
 Street Address _____ Signature* _____
 City _____ Title _____
 State _____ Zip Code _____ Date _____
 Tel. No. _____ Fax No. _____
 E-Mail _____

**Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

If your firm is not located in California, are you authorized to collect California sales tax? Yes _____ No _____
 If Yes, under what Permit # _____
 City of San Diego Business Tax Certificate #: _____

The City's Standard Payment Terms are Net 30 Days. However the City will accept the following payment terms and they will be considered for bid evaluation:

- 1% 20 days _____, 2% 20 days _____, 3% 20 days _____,
- 4% 20 days _____, 5% 20 days _____, 10% 20 days _____,
- 15% 20 days _____, 20% 20 days _____.

Please check terms offered if other than Net 30 Days

State delivery time required: _____ days after receipt of order.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) All bidders must complete and submit the Vendor Registration Form.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:
ELEIDA FELIX YACKEL/ylk, Procurement Specialist
 Phone: (619) 533-4507 Fax: (619) 236-5904 E-mail: Efelixyackel@sandiego.gov

II. SPECIFIC PROVISIONS

A. QUESTIONS AND COMMENTS

Questions and comments regarding this bid must be submitted in writing to City of San Diego, Purchasing & Contracting Department, ATTN: Eleida Felix Yackel, 1200 Third Avenue, Suite 200, San Diego, CA 92101; or by fax to (619) 236-5904; or by e-mail to Efelixyackel@sandiego.gov, no later than 5:00 p.m. on **Friday, February 24, 2012**.

B. AWARD

This bid shall be awarded as a lot or as may be in the best interest of the City.

C. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and two (2) copies of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.

- a. Vendor/Contractor Registration (use form in Forms section).
- b. Contractor Standards Pledge of Compliance (use form in Forms section).
- c. Equal Opportunity Contracting Program (use form in Forms section).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance Requirements as specified in City of San Diego General Provisions, Section II, paragraph G, if not currently on file.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.

EXHIBIT D

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619) 236-5904

ADDENDUM C

Bid No. 10023103-12-Y

Bid Closing Date: March 2, 2012
@ 3:00 p.m.

Proposals for furnishing the City of San Diego with **Asphalt Concrete**.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

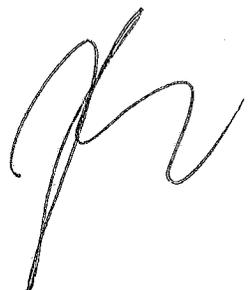
- Delete the original page 12 and replace with the attached Addendum C page 12.
(NOTE: Section III, paragraph B, item 2 has been changed.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Eleida Felix Yackel
Procurement Specialist
(619) 533-4507

February 24, 2012

EF/yk

A handwritten signature in black ink, appearing to be 'EF/yk', located in the bottom right corner of the page.

III. SPECIFICATIONS

These specifications are based on the Standard Specifications for Public Works Construction, 2006 Edition. The subsection numbers shown in these specifications refer to the subsections in the Standard Specifications for Public Works Construction. Additions to and deletions from the Standard Specifications subsections are indicated where appropriate.

A. GENERAL

The Contractor shall furnish all labor, plant equipment, and materials for the mixing of aggregate and asphalt binder at a central mixing plant, loading the mixture into trucks furnished by the City either at the plant or at a satellite storage facility, all as specified in these specifications and special provisions. The Contractor's plant must be an approved source of material as determined by the City's Material Testing Lab.

B. MATERIALS

1. Paving Materials

Asphalt binder to be mixed with aggregate shall be liquid or paving asphalt of such grades as may be designated by the City according to its various requirements, and in accordance with paragraph 203.1.1 of the Standard Specifications.

2. Asphalt Concrete (Subsection 400-4.1)

"General. Asphalt concrete shall be a mixture of mineral aggregate and paving or liquid asphalt mixed at a central mixing plant."

Unless otherwise specified **PG 64-10** paving grade asphalt shall be used for asphaltic concrete and asphalt concrete dikes."

3. Aggregate (Subsection 400-4.2.2)

"Aggregate shall conform to the requirements of Subsection 400-1.1 and 400-1.2. The percentage of crushed particles will be determined by Test Method No. Calif. 205."

4. Coarse Aggregate (Subsection 400-4.2.3)

"Coarse aggregate shall consist of material of which at least twenty-five percent (25%) by weight shall be crushed particles."

EXHIBIT E

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619) 236-5904

ADDENDUM D

Bid No. 10023103-12-Y

Revised Bid Closing Date: **March 9, 2012**
@ 3:00 p.m.

Proposals for furnishing the City of San Diego with **Asphalt Concrete**.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. **The bid closing date has been changed from March 2, 2012 to March 9, 2012 @ 3:00 p.m.**
2. Delete the Addendum B Bid cover page and replace with the attached Addendum D Bid cover page.
3. Delete the Addendum B page 5 and replace with the attached Addendum D page 5. (NOTE: Section II, paragraph A has been changed.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Eleida Felix Yackel
Procurement Specialist
(619) 533-4507

March 1, 2012

EF/yk





CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPT.
 1200 Third Avenue, Suite 200
 San Diego, CA 92101-4195

Bid No. 10023103-12-Y

REQUEST FOR BID
ADDENDUM D

Closing Date: March 9, 2012
 @ 3:00 pm P.T.

Subject: Furnish the City of San Diego with Asphalt Concrete
Timeline: As may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

Company _____	Name _____
Federal Tax I.D. No. _____	[PRINT OR TYPE]
Street Address _____	Signature* _____
City _____	Title _____
State _____ Zip Code _____	Date _____
Tel. No. _____ Fax No. _____	*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.
E-Mail _____	

If your firm is not located in California, are you authorized to collect California sales tax? Yes _____ No _____
 If Yes, under what Permit # _____
 City of San Diego Business Tax Certificate #: _____

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

The City's Standard Payment Terms are Net 30 Days. However the City will accept the following payment terms and they will be considered for bid evaluation:

- 1% 20 days _____, 2% 20 days _____, 3% 20 days _____,
- 4% 20 days _____, 5% 20 days _____, 10% 20 days _____,
- 15% 20 days _____, 20% 20 days _____.

Please check terms offered if other than Net 30 Days

State delivery time required: _____ days after receipt of order.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) All bidders must complete and submit the Vendor Registration Form.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

ELEIDA FELIX YACKEL/ylk, Procurement Specialist

Phone: (619) 533-4507

Fax: (619) 236-5904

E-mail: Efelixyackel@sandiego.gov

II. SPECIFIC PROVISIONS

A. QUESTIONS AND COMMENTS

Questions and comments regarding this bid must be submitted in writing to City of San Diego, Purchasing & Contracting Department, ATTN: Eleida Felix Yackel, 1200 Third Avenue, Suite 200, San Diego, CA 92101; or by fax to (619) 236-5904; or by e-mail to Efelixyackel@sandiego.gov, no later than 5:00 p.m. on **Monday, March 5, 2012**.

B. AWARD

This bid shall be awarded as a lot or as may be in the best interest of the City.

C. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and two (2) copies of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.

- a. Vendor/Contractor Registration (use form in Forms section).
- b. Contractor Standards Pledge of Compliance (use form in Forms section).
- c. Equal Opportunity Contracting Program (use form in Forms section).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance Requirements as specified in City of San Diego General Provisions, Section II, paragraph G, if not currently on file.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.

EXHIBIT F

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM E

Bid No. 10023103-12-Y

Revised Bid Closing Date: **March 14, 2012**
@3:00 p.m. P.S.T.

Bid for furnishing the City of San Diego with **Asphalt Concrete**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. **The bid closing date has been changed from March 9, 2012 to March 14, 2012 @ 3:00 p.m.**
2. Delete the Addendum D Bid cover page and replace with the attached Addendum E Bid cover page.
3. Delete the original page 14 and replace with the attached Addendum E, page 14. (NOTE: Section III, paragraph D has been changed.)
4. Delete the original page 16 and 17 replace with the attached Addendum E, page 16 and 17. (NOTE: Section III, paragraph F through H have been deleted.)
5. Add a three (3) page "Questions and Answers". (NOTE: These questions and answers are being provided for informational purposes only, and are not part of any resulting contract from this RFB.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Eleida Felix Yackel
Procurement Specialist
(619) 533-4507

March 7, 2012

EY/yk





CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPT.
 1200 Third Avenue, Suite 200
 San Diego, CA 92101-4195

Bid No. 10023103-12-Y

REQUEST FOR BID
ADDENDUM E

Closing Date: **March 14, 2012**
 @ 3:00 pm P.T.

Subject: Furnish the City of San Diego with Furnish the City of San Diego with Asphalt Concrete
Timeline: As may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

Company _____
 Federal Tax I.D. No. _____
 Street Address _____
 City _____
 State _____ Zip Code _____
 Tel. No. _____ Fax No. _____
 E-Mail _____

Name _____ [PRINT OR TYPE]
 Signature* _____
 Title _____
 Date _____

**Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

If your firm is not located in California, are you authorized to collect California sales tax? _____ Yes _____ No

If Yes, under what Permit # _____

City of San Diego Business Tax Certificate #: _____

The City's Standard Payment Terms are Net 30 Days. However the City will accept the following payment terms and they will be considered for bid evaluation:

- 1% 20 days _____, 2% 20 days _____, 3% 20 days _____,
- 4% 20 days _____, 5% 20 days _____, 10% 20 days _____,
- 15% 20 days _____, 20% 20 days _____.

Please check terms offered if other than Net 30 Days

State delivery time required: _____ days after receipt of order.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

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- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) All bidders must complete and submit the Vendor Registration Form.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

ELEIDA FELIX YACKEL/ylk, Procurement Specialist

Phone: (619) 533-4507

Fax: (619) 236-5904

E-mail: Efelixyackel@sandiego.gov

The combined gradings within the specified, limits shall be of such uniformity that the materials, during any day's run, will not vary more than the following:

Maximum range in percentage passing #4 sieve 6

Maximum range in percentage passing #30 sieve 5

Maximum range in percentage passing #200 sieve 3

The combined aggregate shall conform to the following additional quality requirements:

<u>Tests</u>	<u>Test Method No. California</u>	<u>Requirements</u>
Loss in Los Angeles		
Rattler (after 500 revolutions)	211	50% maximum
Cleanness	227	50 minutes

The Super Cold Mix asphalt shall be plant mixed at reduced temperatures in accordance with the Bray Oil Company standard mix design, and shall be capable of being stored and placed at ambient temperature.

D. COLD MIX

Cold Mix shall consist of Class D aggregate and type SC-250 or SC-800 asphalt mixed at 210°F to 240°F in accordance with the Standard Specifications.

E. CONTRACT CONDITIONS

1. The City's requirements for asphaltic plant mix surfacing material are estimated to be 44,500 tons total.
2. The City will require that asphalt materials be provided Monday through Friday during normal business hours, starting at 7:00 a.m. The Contractor shall have the capability to provide asphalt materials on Saturdays, Sundays, and holidays. The City will notify the Contractor forty-eight (48) hours in advance for materials on those days and the minimum time for plant operations would be four (4) hours.
3. Deliveries shall be FOB, City trucks or trucks rented by the City, at the locations designated by each bidder. The plant or loading facility shall be located within a radius not to exceed fifteen (15) miles of the Chollas Operating Station, located at 2781 Caminito Chollas, San Diego, CA 92105-5039.
4. When the City knows in advance that it will need over 450 tons of asphaltic plant mix on any one (1) day, the City will notify the Contractor not less than forty-eight (48) hours in advance of the desired starting time.

14. Successful bidder will be required to accept the City's demolition concrete and asphalt materials. The bidder shall be responsible for the disposition of the concrete and asphalt materials so as to insure their reintroduction in the manufacture of various paving products or relate material.
15. The City will deliver the asphalt or concrete demolition materials to designated sites. The materials will be broken into two (2) foot sections, will be generally clean and free of steel. The demolition materials may be separated into specific product or may be a mixture of concrete or asphalt. The demolition materials will also include asphalt grindings.
16. The successful bidder will dispose of the City's demolition asphalt and concrete materials at no charge for recycling.

F. **Deleted.**

G. **Deleted.**

H. **Deleted.**

I. CONTRACT ADMINISTRATOR

For further information, contact Jose Castillo, Contract Administrator, at (619) 527-3457.

J. PAYMENT

1. The Contractor shall have his public weighmaster maintain a daily load sheet showing for each load, the truck number, time in, time out delivery ticket, gross, tare and net weights, type of mix, and the pick-up location. This shall be available to City forces upon request at any time.
2. Two (2) copies of a certified load ticket issued by vendor's weighmaster shall accompany each load leaving the plant.
3. This ticket shall show the gross, tare and net weights, truck number, job description or location, and time of departure from the plant. A City representative will sign and note the time of receipt on each load ticket and will retain a carbon copy of the load ticket.
4. Vendors shall invoice daily. City departments shall not be commingled on any one invoice, but are to be invoiced independently. Multiple load tickets can be referenced on a single invoice only if they are for the same customer. A copy of the certified load ticket/delivery ticket is required to be submitted with invoice(s).
5. Payment will be made monthly on the basis of certified load tickets with invoice.

**Bid No. 10023103-12-Y
Questions and Answers**

Question 1:

Page 1: How will the payment terms as mentioned “be considered for bid evaluation”, relate to bid price? Will the discount on 20 day be reduced from the bid price and be used for bid evaluation?

Does the “delivery time” below the terms of payment have consideration in bid evaluation? How?

If bidder has a current “Vendor Registration” on file with the City is a copy required to be submitted to be responsive? Is a copy adequate?

Answer 1:

- **Yes. Please review General Provisions Pg.6, Paragraph 4 “Discounts”**
- **Bidders are required to provide “delivery time” per General Provisions Pg.7 Paragraph 8 “Delivery”**
- **Per Section II, Paragraph C “Submittals Required with Bid “Failure to Provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.**

Question 2:

Page 3: How does the number of months bidder agrees to hold the price become “considered in the factoring the award pricing”?

Answer 2:

Please see General Provision Pg.7, Paragraph 7 “Duration of Offer”.

Question 3:

Page 4: How does the number of months bidder agrees to hold the price become “considered in the factoring the award pricing”?

Answer 3:

Please see General Provision Pg.7, Paragraph 7 “Duration of Offer”.

Question 4:

Page 11: #2-Is a SLBE/ELBE required to perform a “commercially useful function” as defined in the SLBE program guide on page 6, for there to be a bid discount applied?

Answer 4:

A SLBE/ELBE is not a mandatory requirement but voluntary. For there to be a discount applied the firm/supplier must be a City registered SLBE/ELBE or submit paperwork with theyre bid. If the firm/supplier does not qualify as a SLBE/ELBE but is subcontracting 20% of a qualified firm as a SLBE/ELBE you may qualify for the discount if the firm/subcontractor becomes approved with the City. All documents must be submitted with bid.

Question 5:

Page 12: AR4000 and AR8000 are not readily available asphalts paving liquids. They were phased out years ago and were replaced with PG64-10 for paving asphalt and PG70-10 for the dike mix. Can we write in the change of these product ingredients?

Answer 5:

Please referd to Addendum C.

Question 6:

Page 14: D. the oil used for cold mix locally (including by the City today) is the SC800 instead of the SC250. Can this be changed to the SC800?

Answer 6:

See Addendum E

Question 7:

Page 16: F. and G. sections on this page appear to be related to ready mix concrete delivery. Please have these removed from the bid.

Answer 7:

See Addendum E items have been deleted.

Question 8:

Page 27 thru 33: This appears to relate to “contracting” and not supply. Can we assume this is not part of the bid process? If it is how is Part V evaluated if we have no subcontractors and very few suppliers?

Am I correct in stating that part V and VI are only applicable to contractors and subcontractors, not suppliers? I define us as a supplier for this bid.

Answer 8:

Section V and VI is applicable to contractors, subcontractors and supplier with subcontractors if sections V and VI applies to your firm/company please submit the information requested. If it is non applicable to your company disregard.