



REQUEST FOR BID

18374 Phantom Drive
Victorville, CA 92394

DATE: October 22, 2015

TO: (Potential Bidder)

FROM: Elizabeth Salcido, Purchasing Technician
Phone (760) 243-6371, Fax 269-0045, email: esalcido@victorvilleca.gov

PLEASE BID THE FOLLOWING

The Southern California Logistics Airport (SCLA) is seeking suppliers to furnish and deliver, to the designated point within SCLA for the Annual Supply Agreement of Concrete products, Project ES16-031, as described in the specifications for these item(s).

All bidders need to be familiar with the SCLA specifications for these items.

QUOTE DUE TIME AND DATE: November 19, 2015, by 2:00 pm, PST

HOW TO RESPOND

Respond by mail, or in person (City Hall, Finance Division of the Administrative Services Department, 14343 Civic Dr., Victorville, CA 92392, 2nd floor). *E-mailed and faxed bids will be accepted. However, please be informed that the selected contractor will be required to submit original signed documents prior to formal award.*

WHAT TO SUBMIT WITH QUOTE:

**PAGE 9 SUBMISSION CERTIFICATION AND CONTENT OF SUBMITTAL
CERTIFICATION FORM**

SPECIFICATIONS

Specifications are set forth on Attachment A.

CONTACTS - FOR QUESTIONS REGARDING

Procurement Process:

Elizabeth Salcido, Finance Technician
Phone: (760) 243-6371, Fax: (760) 269-0045, e-mail: esalcido@victorvilleca.gov

Technical or Schedule Questions

Heather Kurowski, Management Technician
Phone: (760) 243-1905; e-mail: hkurowski@victorvilleca.gov

Any prospective bidder desiring an explanation or interpretation of the solicitations, scope of work, etc., must request it in writing to the Purchasing Section by no later than **by November 5, 2015, 2:00 p.m. (PST)**, in order to ensure information is disseminated to all prospective bidders

REQUEST FOR BID

CONDITIONS OF BID

Each bidder shall submit with their bid a copy of their proposed product specifications, and other descriptive matter in sufficient detail to clearly describe the product offered.

The final determinant for "equal product" quotes shall solely be at SCLA discretion. Submission of any quote or proposal shall be subject to this determination and will be a consideration in the presentation and bid award. Any party submitting a quote or proposal shall do so fully accepting this quality determinant procedure.

"OR EQUAL" CLAUSE

Except as otherwise noted, whenever a material, article or piece of equipment is identified in the Specifications by reference to manufacturers' or vendors' names, trade-names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Airport Division Head, of equal substance and function. It shall not be delivered by the Contractor without the Airport Division Head's written approval.

AWARD OF CONTRACT

SCLA reserves the right to reject any and all bids and waive any irregularities or informalities in any bid or in the bidding process. SCLA further reserves the right to award the contract to other than the lowest Bidder if such action is deemed to be in the best interest of SCLA. The award of the contract, if awarded, will be made within forty-five (45) days after opening of the Bid Proposals. The bidder's signature on the Bid Proposal form shall constitute a commitment on the part of that Bidder to furnish the equipment as set forth in the Bid Proposal Form, the Instructions to Bidders, the Specifications, and the Notice Inviting Bids. The Bidder to whom the contract is awarded shall be notified upon approval of the contract by the Authority Council. The Instructions to Bidders, the Bid Proposal Form, and SCLA Specifications, together with the specifications of the item(s) proposed to be furnished, shall all be considered as part of the contract between SCLA and the Bidder to whom a Purchase Order is issued. Furthermore, the bidder to whom the contract is awarded shall furnish and deliver the **CONCRETE PRODUCTS** as set forth herein.

SCLA shall make payment by cash or check within thirty (30) days after complete delivery and acceptance of specified **CONCRETE PRODUCTS** by SCLA and receipt of the bidder's priced invoice.

TERM OF CONTRACT

The term of this contract shall be from the date of award by the Authority Council, until the end of the **2015-2016** fiscal year (June 30, 2016); with the option to extend the contract for four (4) fiscal years (July 1 through June 30), in one (1) year increments, subject to satisfactory performance as determined by SCLA.

REQUEST FOR BID

LOCATION OF DELIVERY POINT

All delivery zones are all within the SCLA limits 18374 Phantom Drive, Victorville, CA 92394.

TERMINATION FOR CONVENIENCE

SCLA may, by written notice, terminate this contract in whole or in part, when deemed in SCLA's interest. Upon termination of this contract, SCLA shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

TERMINATION FOR DEFAULT

SCLA, may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

1. Deliver the supplies within the time specified in this contract or any extension; or
2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

SCLA's right to terminate this contract may be exercised if the Contractor does not cure such failure within five (5) days, after receipt of the written notice from SCLA.

Upon termination of the contract with the successful bidder, SCLA may award the contract to the second lowest responsible bidder, if it is deemed to be in the best interests of SCLA.

QUANTITIES

The quantities listed in the Bid Proposal Form are provided as a best estimate of usage by SCLA. These quantities do not constitute an offer to purchase. They are provided as a parameter for bidders to formulate their bids. SCLA does not guarantee any quantities of purchase, and reserves the right to change quantities as required during the course of the contract.

INSURANCE

Proposer's attention is directed to the insurance requirements set-forth.

The Proposer shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by the Contractor, their agents, representatives, employees or subproposers.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

REQUEST FOR BID

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code I (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limits shall be twice the required occurrence limit. (\$2,000,000)
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Southern California Logistics Airport Authority (SCLAA). At the option of the SCLAA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions that pertains to the SCLAA, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The SCLA, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

The coverage shall contain no special limitations on the scope of protection afforded to the SCLA, its officers, officials, employees, agents or volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the SCLA, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the SCLA, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the SCLA, its officers, officials, employees, agents or volunteers.

REQUEST FOR BID

4. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suite is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to the SCLA.

Acceptability of Insurers: Insurance is to be placed with insurers that have a current AM. Best's rating of no less than A:VII.

Verification of Coverage: Contractor shall furnish the SCLA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the SCLA. All endorsements are to be received and approved by the SCLA before work commences. As an alternative to the SCLA's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

DISPUTES

Any controversy or claim arising out of or relating to the provisions of this Agreement or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association. The parties may agree to some other form of alternative dispute resolution. Should either party file a court action to resolve any dispute pertaining to this Agreement, any court action shall be initiated in the County of San Bernardino.

ENTIRE AGREEMENT

This contract, including any attachments hereto, constitutes the sole and only agreement between the parties. It correctly sets forth the obligations of the parties to each other in respect to any such matters as of this date. Any agreements, discussions, statements, or representations of any kind between the parties respecting any such matters, not expressly set forth, in this agreement are null and void.

GUARANTY

A material and workmanship guaranty for a period of twelve (12) months from the date of acceptance of the work will be required. A guaranty form for this purpose is included in the bid (reference page 10).

Full compensation for furnishing the guaranty will be considered as included in the contract price or prices paid for the items or work involved and no additional compensation will be allowed thereof.

REQUEST FOR BID

PREFERENCE TO LOCAL VENDORS

The Authority Council, in awarding bids pursuant to Section 2.28.160 of the Municipal Code, may at its discretion, grant qualified local vendors a bidding preference of three percent. Such preference, however, shall not exceed aggregate sum of one thousand dollars for any contract awarded under this project, a "local vendor" is defined as any individual, partnership or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the city.

INDEMNIFICATION

Notwithstanding the limits of any insurance, Contractor shall indemnify SCLA and the City, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of SCLA and the City its officials, officers, agents, volunteers or employees, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against SCLA and the City, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold SCLA and the City, its officials, volunteers, officers, agents, and employees harmless therefrom;

(c) In the event SCLA and the City, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to SCLA and the City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by SCLA and the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses

REQUEST FOR BID

or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

TRESPASS

The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass of the Contractor's employees in the course of their employment whether the said trespass was committed with or without the consent or knowledge of the Contractor.

ENTIRE AGREEMENT

This contract, including any attachments hereto, constitutes the sole and only agreement between the parties. It correctly sets forth the obligations of the parties to each other in respect to any such matters as of this date. Any agreements, discussions, statements, or representations of any kind between the parties respecting any such matters, not expressly set forth, in this agreement are null and void.

PROHIBITED INTEREST

No member, officer, or employee of SCLA and the City of Victorville or of a local public body shall have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter. Furthermore, the parties hereto covenant and agree to their knowledge no board member, officer or employee of SCLA and the City of Victorville has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than SCLA and the City of Victorville, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.

NON-COLLUSION AFFIDAVIT

All bids must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.

REQUEST FOR BID

EVALUATION OF BIDS

SCLA reserves the right to accept or reject any and all bids and to award a contract to the bidder who best meets its requirements. Relevant factors which shall be considered in evaluating the bids are: completeness and accuracy of bid; length and nature of warranties; anticipated length of life of materials; past experiences of SCLA with the bidder; references from other cities, developers, or municipalities regarding past work done by the bidder; ability to complete the job in the specified time with the specified quality of workmanship; as well as the lowest and best price.

UNFAIR BUSINESS PRACTICE CLAIMS

In entering into a contract or a subcontract to supply goods, services or materials pursuant to a SCLA contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to SCLA contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

DEBARRED LIST

“No participation in the procurement process shall be permitted by any vendor who has been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.” (See Submission Certification, Page 25-26).

[END OF THIS PAGE]

REQUEST FOR BID

SOUTHERN CALIFORNIA LOGISTICS AUTHORITY FORMS SUBMISSION CERTIFICATION

I hereby submit to SCLA the following proposal for work outlined in plans and specifications entitled Project ES16-031 RFB FOR FURNISH AND DELIVER CONCRETE PRODUCTS. All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- Submission Certification (Page 9)
- Bidder Guarantees (Page 10)
- Bidder Identification (Page 11)
- Worker's Compensation (Page 12)
- Non-Collusion Affidavit (Page 13)
- Addenda (Page 14)
- Customer References (Page 15)
- Signature Authorization (Page 16)
- Bid Form (Page 17-18)
- Debarred List Certification (Page 19-20)
- Additional Information (Page 21)
- Exception Form (Page 22)

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid proposal.

Business Name

Authorized Signature

Printed Name and Title

Date Signed

Telephone Number

REQUEST FOR BID

SOUTHERN CALIFORNIA LOGISTICS AIRPORT GUARANTY

TO THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT, CALIFORNIA

The undersigned guarantees the completion of “**Furnish and Deliver Concrete Products, Project ES16-031.**”

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished, or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within twelve (12) months after date on which this Contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned.

In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

SIGNED: _____
Contractor

By: _____ Title: _____

Dated this _____ day of _____, _____.

NOTE: This Guaranty shall be executed by the successful bidder in accordance with instructions in the Special Provisions. The bidder may execute the Guaranty on this page at the time of submitting the bid.

REQUEST FOR BID

BIDDER IDENTIFICATION

1. Legal name of Bidder _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. Facsimile Telephone: _____
6. Email Address: _____
7. Type of Business:
 Sole Proprietor Partnership Corporation Other: _____
If corporation, indicate State where incorporated: _____
8. Business License number issued by the City where the Bidder's principal place of business is located.
Number: _____ Issuing City: _____
9. Contractors License number and expiration date.
Number: _____ Expiration date: _____
10. Federal Tax Identification Number: _____
11. Proposer's Project Manager: _____

REQUEST FOR BID

SOUTHERN CALIFORNIA LOGISTICS AIRPORT

WORKERS' COMPENSATION CERTIFICATE

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

_____ Signature	_____ Company Name
_____ Printed Name	_____ Business License Number
_____ Title	_____ Date

REQUEST FOR BID

SOUTHERN CALIFORNIA LOGISTICS AIRPORT
NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Per Public Contract Code Section 7106)

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN BERNARDINO)

being first duly sworn, deposes and says he or she is (sole City, partner, president, secretary, etc.) of the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder; or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder; or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true. And further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNED: Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of

Subscribed and sworn to (or affirmed) before me on this day of 20, by proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature

REQUEST FOR BID

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

ADDENDUM NO. DATED

ADDENDUM NO. DATED

ADDENDUM NO. DATED

ADDENDUM NO. DATED

NAME OF BIDDER

ADDRESS

TELEPHONE NO.

BY: _____
Signature

REQUEST FOR BID

SOUTHERN CALIFORNIA LOGISTICS AIRPORT RFB FOR FURNISH AND DELIVER CONCRETE PRODUCTS PROJECT #ES16-031

REFERENCES

Bidder: _____

LIST THREE AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS		
1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax and Email:	
2.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax and Email:	
3.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax and Email:	

REQUEST FOR BID

SOUTHERN CALIFORNIA LOGISTICS AIRPORT SIGNATURE AUTHORIZATION

Proposer/Bidder: _____

- A. I hereby certify that I have the authority to offer this proposal/bid to the SOUTHERN CALIFORNIA LOGISTICS AIRPORT for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

SIGNATURE

- B. The following information relates to the legal Contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

_____ An Individual

_____ A Partnership, Partners' names:

_____ A Company

_____ A Corporation

2. My tax identification number is _____
(For individuals, this number is usually the Social Security Number)

3. _____ I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

_____ I have recently filed for Small Business Preference but have not yet received certification.

_____ I am not a Small Business.

4. _____ My business is owned by a minority whose ethnicity is: _____

_____ My business is owned by a woman.

_____ My business is owned by a disabled veteran.

REQUEST FOR BID

SOUTHERN CALIFORNIA LOGISTICS AIRPORT, CALIFORNIA

BID PROPOSAL FORM

The undersigned hereby agrees to furnish and deliver the item(s) listed below in accordance with the specifications (which have been carefully examined and are attached hereto) on file in the Office of the Director of Finance. The listed quantities are provided as a best estimate of usage by SCLA. These quantities do not constitute an offer to purchase, nor an exact listing of materials that SCLA will purchase. They are provided as a parameter for bidders to formulate their quotations. SCLA does not guarantee any quantities of purchase, and reserves the right to change quantities as required during the course of this contract. Unit pricing provided shall remain firm for the term of this contract regardless of quantity changes.

All proposal costs shall include respective itemized costs associated with **all** labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals and all related costs necessary to furnish deliver the concrete products.

Successful bidder delivering the item(s) pursuant to these Instructions shall guarantee it meets the specifications as set forth herein. If it is found the item(s) delivered do(es) not meet the requirements of the SCLA Specifications, the successful bidder shall be required to correct the same at his own expense and within a time frame deemed acceptable by SCLA.

Product Description	Unit of Measure	Purpose	Unit Price
3.0 Sack Slurry	Cubic Yard	Encasement	
6000P/PL 4% AIR	Cubic Yard	Misc. Flat Work	
520C250/AIR	Cubic Yard	City Sidewalks	
Short Load Fee	Each Per CY		
Saturday Delivery Fee	Each Per Load		
Environmental Fee	Each Per Load		
Energy Surcharge	Each Per Load		

Normal Response Time: _____

Emergency Response Time: _____

Warranty Period in months: _____

Payment Terms: _____

Bidder: _____

Address: _____

Phone: _____ Fax: _____ E-mail _____

REQUEST FOR BID

Federal I.D.No.: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

SOUTHERN CALIFORNIA LOGISTICS AIRPORT

DEBARRED CERTIFICATION ACKNOWLEDGEMENT

(a)(1) The Offeror/Bidder certifies, to the best of its knowledge and belief, that—

(i) The Offeror/Bidder and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this solicitation, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(ii) The Offeror/Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror/Bidder shall provide immediate written notice to SCLAA if, at any time prior to contract award, the Offeror/Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s/Bidder’s responsibility. Failure of the Offeror/Bidder to furnish a certification or provide such additional information as requested by SCLAA may render the Offeror/Bidder nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this

REQUEST FOR BID

provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to SCLAA, SCLAA may terminate the contract resulting from this solicitation for default.

The Offeror/Bidder certifies that the foregoing is true and correct:

Offeror/Bidder: _____ Federal I.D. No: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

REQUEST FOR BID

SOUTHERN CALIFORNIA LOGISTICS AIRPORT EXCEPTION FORM

Should Proposer take exception to ANY of the terms and conditions or other contents provided in the RFB, list the exception(s) below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter “NONE” for the first item. (Make additional copies of this form as necessary.)

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

ATTACHMENT A
SPECIFICATIONS

REQUEST FOR BID

ATTACHMENT A
FURNISH AND DELIVER CONCRETE PRODUCTS
PROJECT ES16-031
SCOPE OF WORK

The undersigned hereby agrees to furnish and deliver the item(s) listed below in accordance with the specifications (which have been carefully examined and are attached hereto) on file in the Administrative Services Department, Office of the Chief Financial Officer. The listed quantities are provided as a best estimate of usage by SCLA. These quantities do not constitute an offer to purchase, nor an exact listing of materials that SCLA will purchase. They are provided as a parameter for bidders to formulate their quotations. SCLA does not guarantee any quantities of purchase, and reserves the right to change quantities as required during the course of this contract. Unit pricing provided shall remain firm for the term of this contract regardless of quantity changes.

No bidder shall be acceptable who is not a reputable manufacturer or manufacturer's franchised dealer of such item(s) as submitted for bid consideration.

Each bidder shall submit, with the bid, a copy of the proposed product specifications, and other descriptive matter in sufficient detail to clearly describe the **Annual Supply Agreement - CONCRETE PRODUCTS**, material(s) offered.

For the purpose of determining minimal performance and quality standards, these specifications are based on current usage of Concrete Products. The final determinant for "equal product" quotes shall be solely the SCLA. Submission of any quote or proposal shall be subject to this determination and will be a consideration in the presentation and bid award. Any party submitting a quote or proposal shall do so fully accepting this quality determinant procedure. Standard equipment and materials, unless otherwise stipulated, are a part of these specifications.

Bids shall be firm offers, subject to acceptance or rejection within forty-five (45) days of bid opening. Unit pricing shall reflect F.O.B. Southern California Logistics Airport (SCLA), 18374 Phantom Drive, Victorville, CA 92394, CA, and shall remain firm for a period of eight (8) months from the date of Authority Council approval. Prices may be renegotiated after the original eight (8) months time frame with a cap of three percent (3%) or C.P.I. as listed in the Wall Street Journal, whichever is less.

Manufacturer and/or bidder shall defend any and all suits and assume all liability for any and all claims made against SCLA, or any of its officials or agents for the use of any patented process, device or article forming a part of the **Annual Supply Agreement - CONCRETE PRODUCTS** or any material(s) furnished under the contract.

The **Annual Supply Agreement - CONCRETE PRODUCTS** that the bidder proposes to furnish to SCLA must comply in all respects with the appropriate safety regulations of all regulatory commissions of the Federal government and the State of California, whether such safety features and/or materials have been specifically outlined in the specifications or not.

REQUEST FOR BID

Successful bidder delivering the products pursuant to these Instructions shall guarantee that they meet the specifications as set forth herein. If it is found the item(s) delivered do(es) not meet the requirements of SCLA Specifications, the successful bidder shall be required to correct the same at his own expense and within a time frame deemed acceptable by SCLA.

Price shall be quoted F.O.B., Victorville, California (all transportation charges fully prepaid), and shall include all discounts. Bid shall include California sales tax computed at the rate of eight percent (8%).

All deliveries shall be made within the time frame as specified at time of order and delivery location will be given when the order is placed. **Verbal orders shall be acceptable.** In case the delivery of the item(s) under this contract is (are) delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the bidder, the terms of delivery may be extended by a number of days to be determined in each instance by mutual written agreement between the successful bidder and the Purchasing Agent of SCLA.

Purchaser's authorized representatives shall have the authority to inspect production at any time during the manufacturing process.

It is agreed by the parties to the contract that in the event complete delivery is not made within the time or times set forth pursuant to these Instructions, damage will be sustained by SCLA and it is impractical and extremely difficult to ascertain and determine the actual damage SCLA will sustain in the event of such delay. Therefore, it is agreed that the successful bidder shall pay to SCLA as fixed and liquidated, damages and not as a penalty, a dollar sum in the amount of One Hundred (\$100.00) per day, for delay in making delivery and assembly or finishing the work, in excess of the number of days prescribed above.

In the event the bidder fails to make complete delivery of the material as specified, per each order during the contract term, SCLA shall have the right to terminate the contract without being liable to the bidder and acquire said item(s) as SCLA deems appropriate. It is further agreed, in the event such damages are sustained by SCLA, SCLA shall deduct the amount thereof from any monies due or that may become due the vendor under the contract or take other action as SCLA deems appropriate.

[END OF THIS PAGE

ATTACHMENT A **SPECIFICATIONS**

Annual Supply Agreement - CONCRETE PRODUCTS **Project #ES16-031**

The following specifications are to be used for informational purposes. Except as otherwise noted, whenever a material, article or piece of equipment is identified in the Specifications by reference to manufacturers' or vendors' names, trade-names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Airport Division Head, of equal substance and function. It shall not be delivered by the Contractor without the Airport Division Head's written approval.

ROBERTSON'S

ROCK * SAND * BASE MATERIALS
READY MIX CONCRETE



Date: 10/13/2015

Concrete Mix Design #: 60934A

Project: **Victorville**
 Contractor: **City of Victorville**
 Description: **6000 psi pump / place w/ Adva and Air**
 Strength (f'c): **6000 psi**
 Slump: **7 "**
 Max. Size of Agg.: **1 "**
 Pump Type: **Boom pump**

W/C ratio: 0.34
 Sack Content: 8.50 sk.
 Gal/sk.: 3.88
 Un. Wt.: 146.1

ALL CONCRETE IS MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C-94

Aggregate Weights are SSD; Moisture in Aggregates Must be Considered When Determining Total Mix Water

Contents:

Cement (ASTM C-150)
 Fly Ash-Class F (ASTM C-618)
 Sand
 1-1/2" x 3/4"
 1" x #4
 3/8" x #8
 Water 33.0 gal.
 Entrapped Air 4 %
 Wt. =

MIX DESIGN PROPORTION

Batch Wt.	%used	Sp. Gr.	Volume
799	100	3.15	4.06
0	0	2.33	0.00
1198	42	2.62	7.33
0	0	2.67	0.00
1385	48	2.65	8.38
289	10	2.65	1.74
274.9			4.41
			1.08
3946		Vol. =	27.00

ADMIXTURES :

ADVA (ASTM C-494) **3 - 9 oz/cwt**
 Darex II (ASTM C-260) **.3 to 5 oz/cwt**

24 to 72 oz.range
 2 to 40 oz.range

Note # 1 : Dosage rate of Darex II shall be adjusted to achieve the design air content
 Note # 2: Dosage rate of Adva shall be adjusted to achieve the design slump.

Remark: The project engineer should review this mix to ensure compliance to the project specifications

Size	%	AGGREGATE GRADATIONS													
		2"	1 1/2"	1"	3/4"	1/2"	3/8"	No 4	No 8	No 16	No 30	No 50	No 100	No 200	
1 1/2"	0	100	95	33	7	3	1	0	0	0	0	0	0	0	
1"	48	100	100	95	70	38	12	1	0	0	0	0	0	0	
3/8"	10	100	100	100	100	100	96	18	2	1	1	0	0	0	
WCS	42	100	100	100	100	100	100	98	80	60	39	18	6	2	
Combined	100	100	100	98	86	70	57	43	34	25	16	8	3	1	

Sand Source : **Robertson's Lucerne**
 Rock Source : **Robertson's Lucerne**
 Cement : **Portland Cement Type II**
 Fly Ash : **Class F**

Aggregates meet ASTM C-33

ROBERTSON'S

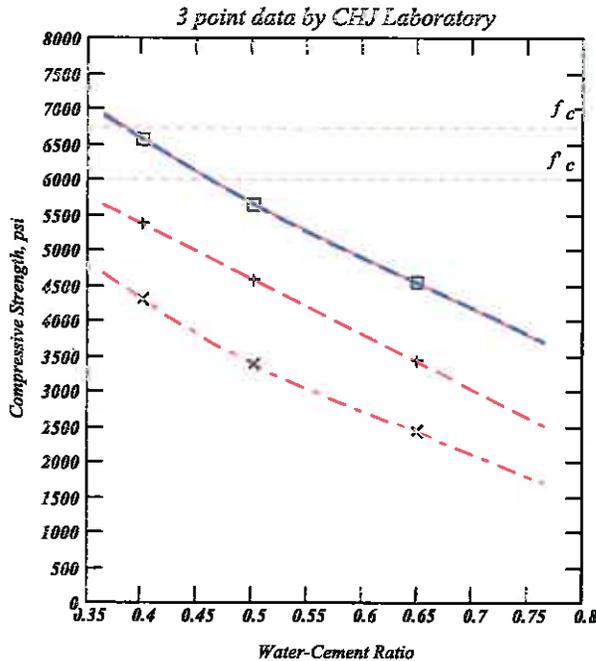
ROCK ■ SAND ■ BASE MATERIALS
READY MIX CONCRETE

ACI 318-05 5.3 ("Three point curve")

Date: 10/13/2015
Mix I.D.: # 60934A 6000 Psi w/ air
Project: Victorville
Contractor: City of Victorville

Design Data

Designed Strength $f_c = 6000$ @ $D = 28$ Days $\sigma = 530$
Required Strength $f_c = 6735$ From Title 24, Method C,
Projected Strength $f_p = 7135$ CBC Table 19 A 7
Designed W/C 1 W = 0.34 and ACI 318-05 5.3



Fine Agg Source Robertson's Lucerne
Coarse Agg Source Robertson's Lucerne
Cement Type I/II/V Mitsubishi
Admixtures DAREX II & ADVA
Slump 7"

$f_p = 7135 > f_c = 6735$ OK

Standard Deviation From Compiled Data
Of Similar Mixes

Curves developed from data prepared by
CHJ Laboratories

- 3-day
- 7-day
- 28-day
- Project
- xxx 3-day data
- +++ 7-day data
- 28-day data
- Curve

ROBERTSON'S

ROCK * SAND * BASE MATERIALS
READY MIX CONCRETE



Date: 10/13/2015

Concrete Mix Design #: 91481

Project: **Victorville**
 Contractor: **City of Victorville**
 Description: **520-C-2500 with air**
 Strength (f'c): **2500 psi**
 Slump: **4 "**
 Max. Size of Agg.: **1 "**
 Pump Type: **Boom pump**

W/C ratio: 0.60
 Sack Content: 5.53 sk.
 Gal/sk.: 6.78
 Un. Wt.: 142.5

ALL CONCRETE IS MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C-94

Aggregate Weights are SSD; Moisture in Aggregates Must be Considered When Determining Total Mix Water

Contents:

Cement (ASTM C-150)
 Fly Ash-Class F (ASTM C-618)
 Sand
 1-1/2" x 3/4"
 1" x #4
 3/8" x #8
 Water 37.5 gal.
 Entrained Air 4 %

MIX DESIGN PROPORTION

Batch Wt.	%used	Sp. Gr.	Volume
520	100	3.15	2.65
0	0	2.33	0.00
1314	44	2.62	8.04
0	0	2.67	0.00
1400	46	2.67	8.40
302	10	2.65	1.83
312.4			5.01
			1.08
Wt.=	3849	Vol. =	27.00

ADMIXTURES :

Darex II (ASTM C-260) .3 to 5 oz./cwt.

2 - 26 oz range

Notes: Dosage rate of air entrainment shall be adjusted to achieve the design air content.

Remark: The project engineer should review this mix to ensure compliance to the project specifications

Size	%	AGGREGATE GRADATIONS													
		2"	1 1/2"	1"	3/4"	1/2"	3/8"	No 4	No 8	No 16	No 30	No 50	No 100	No 200	
1 1/2"	0	100	95	33	7	3	1	0	0	0	0	0	0	0	
1"	46	100	100	95	70	38	12	1	0	0	0	0	0	0	
3/8"	10	100	100	100	100	100	96	18	2	1	1	0	0	0	
WCS	44	100	100	100	100	100	100	98	80	60	39	18	6	2	
Combined	100	100	100	98	86	71	59	45	35	27	17	8	3	1	

Sand Source : **Robertson's Lucrene**
 Rock Source : **Robertson's Lucrene**
 Cement : **Portland Cement Type II/V**
 Fly Ash : **Class F**

Aggregates meet ASTM C-33

ROBERTSON'S

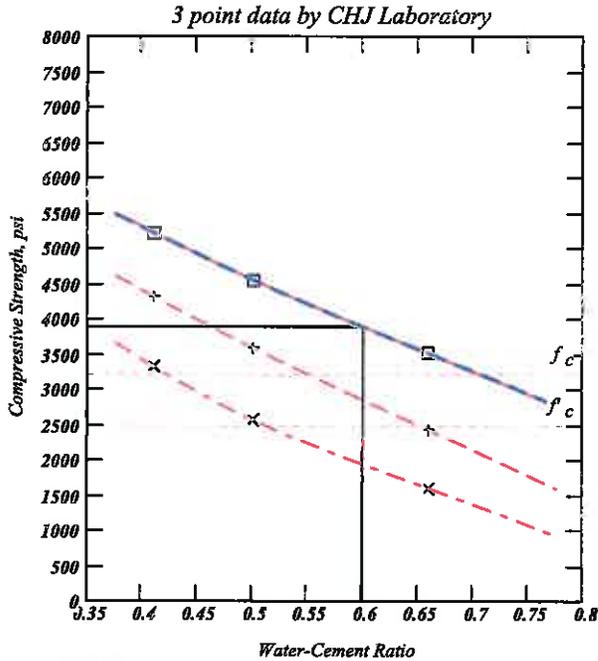
ROCK ■ SAND ■ BASE MATERIALS
READY MIX CONCRETE

ACI 318-08 5.3.3.2 ("Three point curve")

Date: 10/13/2015
Mix I.D.: # 91481 520-C-2500 mix with air
Project: Victorville
Contractor: City of Victorville

Design Data

Designed Strength $f_c = 2500$ @ $D = 28$ Days $\sigma = 530$
Required Strength $f_c = 3235$ From Title 24, 1905.4
Projected Strength $f_p = 3887$ And ACI 318-08 5.3.2.2
Designed W/C 1 W = 0.6



Fine Agg Source Robertson's Lucerne

Coarse Agg Source Robertson's Lucerne

Cement Type I/II/V Mitsubishi

Admixtures Darex II

Slump 4"

$f_p = 3887 > f_c = 3235$ OK

Standard Deviation From Compiled Data
Of Similar Mixes

Curves developed from data prepared by
CHJ Laboratories

- 3-day
- 7-day
- 28-day
- Project
- xxx 3-day data
- +++ 7-day data
- 28-day data
- Curve

ROBERTSON'S

ROCK * SAND * BASE MATERIALS
READY MIX CONCRETE

Date: 10/13/2015

Concrete Mix Design #: RC282P13

Project: **Victorville**
Contractor: **City of Victorville**
Description: **3.0 Sk Slurry**
Strength (fc): **N/A psi**
Slump: **6 "**
Max. Size of Agg.: **WCS "**
Pump Type: **2" line pump**

W/C ratio: 1.77
Sack Content: 3.00 sk.
Gal/sk.: 20.00
Un. Wt.: 129.4

ALL CONCRETE IS MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C-94

Aggregate Weights are SSD; Moisture in Aggregates Must be Considered When Determining Total Mix Water

Contents:

Cement (ASTM C-150)
Fly Ash-Class F (ASTM C-618)

Sand
1-1/2" x 3/4"
1" x #4
3/8" x #8
Water 60.0 gal.
Entrapped Air 3 %

MIX DESIGN PROPORTION

Batch Wt.	%used	Sp. Gr.	Volume
198	70	3.15	1.01
84	30	2.33	0.58
2712	100	2.62	16.60
0	0	2.67	0.00
0	0	2.65	0.00
0	0	2.65	0.00
499.8			8.01
			0.81
Wt. = 3494		Vol. =	27.00

ADMIXTURES :

None

Remark: The project engineer should review this mix to ensure compliance to the project specifications

AGGREGATE GRADATIONS

Size	%	2"	1 1/2"	1"	3/4"	1/2"	3/8"	No 4	No 8	No 16	No 30	No 50	No 100	No 200
1 1/2"	0	100	95	33	7	3	1	0	0	0	0	0	0	0
1"	0	100	100	95	70	38	12	1	0	0	0	0	0	0
3/8"	0	100	100	100	100	100	96	18	2	1	1	0	0	0
WCS	100	100	100	100	100	100	100	98	80	60	39	18	6	2
Combined	100	100	100	100	100	100	100	98	80	60	39	18	6	2

Sand Source : **Robertson's Luceme**
Rock Source : **N/A**
Cement : **Portland Cement Type II/V**
Fly Ash : **Class F**

Aggregates meet ASTM C-33



MITSUBISHI CEMENT CORPORATION

CERTIFICATE OF TEST

Source: Cushenbury Plant

Portland Cement - Type I, II, II (MH) & V

Date: 9/10/2015

ASTM designation: C 150 - 12 for Type I, II, II (MH) & V low alkali Cement	Production Period
CALTRANS Specification: Section 90 - 2.01 for Type II modified and V (2006)	From: 8/1/2015
Specification: Section 90 - 1.02B(2) (2010)	
NDOT Specification: Section 701 - 3.01 for Type II and V	To: 8/31/2015
AZDOT Specifications Subsection 1006-2.01 for Type II and V	

Chemical Composition:

	ASTM C-150 Limits				Test Results
	Type I	Type II	Type V		
Silicon Dioxide (SiO ₂), %	---	20.0	---	Min.	21.1
Aluminum Oxide (Al ₂ O ₃), %	---	6.0	---	Max.	3.7
Ferric Oxide (Fe ₂ O ₃), %	---	6.0	---	Max.	3.7
Calcium Oxide (CaO), %	---	---	---		63.0
Magnesium Oxide (MgO), %	6.0	6.0	6.0	Max.	2.7
Sulfur Trioxide (SO ₃), %	3.0	3.0	2.3	Max.	2.2
Loss on Ignition (LOI), %	3.0	3.0	3.0	Max.	2.2
Insoluble Residue	0.75	0.75	0.75	Max.	0.23
Total Alkali (%Na ₂ O + 0.658 * %K ₂ O)	0.60	0.60	0.60	Max.	0.48
Tricalcium Silicate (C ₃ S), [b] %	---	---	---		53
Tricalcium Aluminate (C ₃ A), [b] %	---	8	5	Max.	4
C ₄ AF + 2*C ₃ A [b]	---	---	25	Max.	18
C ₃ S + 4.75*C ₃ A [b]	---	100	---	Max.	70
CO ₂ , %	---	---	---		1.5
Limestone, %	5.0	5.0	5.0	Max.	3.7
CaCO ₃ Limestone Purity, %	70	70	70	Min.	92

PHYSICAL RESULTS:

Blaine Fineness (m ² /kg)	260 / ---	260 / 430	260 / ---	Min / Max	387
325 Mesh (% Passing)	---	---	---		98.5
Autoclave Expansion (%)	0.80	0.80	0.80	Max.	0.05
Time of Set Initial Vicat (minutes)	45 / 375	45 / 375	45 / 375	Min. / Max.	123
Air Entrainment (% Volume)	12	12	12	Max.	6.6
Heat of Hydration at 7 Days (kJ/kg)	---	---	---	[a]	330
False Set, %	50	50	50	Min.	87
Color, (L value)	---	---	---		56

Compressive Strength Test:

	Type I		Type II		Type V		MPA	PSI
	MPA	psi	MPA	psi	MPA	psi		
1 Day	---	---	---	---	---	---	12.8	1860
3 Day	12.0	1740	10.0	1450	8.0	1160	Min.	23.2 3363
7 Day	19.0	2760	17.0	2470	15.0	2180	Min.	30.1 4364
28 Day	---	---	---	---	21.0	3050	Min.	41.4 6010

This cement has been sampled and tested in accordance with ASTM standard methods and procedures. All tests results are certified to comply with the type specification designated above. No other warranty is made or implied. We are not responsible for improper use or workmanship. [a] For information only. [b] Adjusted per ASTM C150 A1.6

MITSUBISHI CEMENT CORPORATION
Cushenbury plant

Tom Gepford
Quality Control Manager



MITSUBISHI CEMENT CORPORATION
CERTIFICATE OF TEST

Source: Cushenbury Plant

Portland Cement - Type I, II, II (MH) & V

Date: 9/120/2015

ASTM designation: C 150 - 09 for Type I, II, II (MH) & V low alkali Cement	Production Period
CALTRANS Specification: Section 90 - 2.01 for Type II modified and V Specification: Section 90 - 1.02B(2) (2010)	From: 8/1/2015
NDOT Specification: Section 701 - 3.01 for Type II and V	To: 8/31/2015
AZDOT Specifications Subsection 1006-2.01 for Type II and V	

Additional Data

Limestone Addition

% Addition:	3.7
SiO ₂ (%)	3.8
Al ₂ O ₃ (%)	0.8
Fe ₂ O ₃ (%)	0.3
CaO (%)	51.3
SO ₃ (%)	0.4

Base Cement Phase Composition

C ₃ S	55
C ₂ S	20
C ₃ A	4
C ₄ AF	11

We certify that the above described data represents the material used in the cement manufactured during the production period indicated.

MITSUBISHI CEMENT CORPORATION
Cushenbury plant

Tom Gepford
Quality Control Manager



Grace Construction Products
W.R. Grace & Co. – Conn.
293 Wright Brothers Avenue
Livermore, CA 94550

925-443-9700
www.graceconstruction.com410/16

Robertson's
200 S. Main st
Corona, California 92336

Project Name: Various Locations
Product Selected: WRDA® 64

This is to certify that the WRDA® 64, a(n) Water Reducer, as manufactured and supplied by Grace Construction Products, W.R. Grace & Co. – Conn., is formulated to comply with the Specifications for Chemical Admixtures for Concrete, ASTM: C494, Type A, D AASHTO: M194, Type A, D.

WRDA® 64 does not contain calcium chloride or chloride containing compounds as a functional ingredient. Chloride ions may be present in trace amounts contributed from the process water used in manufacturing.

The foregoing is in addition to and not in substitution for our standard Conditions of Sale attached.

A handwritten signature in cursive script, appearing to read "Mike Gardner".

Mike Gardner
Western Region Technical Services Manager

WRDA® 64

Water-reducing admixture

ASTM C494 Type A and D

Product Description

WRDA® 64 is a polymer based aqueous solution of complex organic compounds. WRDA 64 is a ready-to-use low viscosity liquid which is factory pre-mixed in exact proportions to minimize handling, eliminate mistakes and guesswork. WRDA 64 does not contain calcium chloride and weighs approximately 10.1 lbs/gal (1.21 kg/L).

Uses

WRDA 64 produces a concrete with lower water content (typically 8 to 10% reduction), greater plasticity and higher strength. It is used in ready-mix plants, block and concrete product plants, in lightweight and prestressed work wherever concrete is produced.

WRDA 64 also performs especially well in concrete containing fly ash and other pozzolans.

Finishability

The cement paste, or mortar, in WRDA 64 admixed concrete has improved trowelability. The influence of WRDA 64 on the finishability of lean mixes has been particu-

larly noticeable. Floating and troweling, by machine or hand, imparts a smooth, close tolerance surface.

Addition Rates

The addition rate of WRDA 64 is 3 to 6 fl oz/100 lbs (195 to 390 mL/100 kg) of cement. Pretesting is required to determine the appropriate addition rate for Type A and Type D performance. Optimum addition depends on the other concrete mixture components, job conditions, and desired performance characteristics.

Compatibility with Other Admixtures and Batch Sequencing

WRDA 64 is compatible with most Grace admixtures as long as they are added separately to the concrete mix, usually through the water holding tank discharge line. In general, it is recommended that WRDA 64 be added to the concrete mix near the end of the batch sequence for optimum performance. Different sequencing may be used if local testing shows

Product Advantages

- Consistent water reduction and set times
- Improves performance concrete containing supplementary cementitious materials
- Produces concrete that is more workable, easy to place and finish
- High compressive and flexural strengths



better performance. Please see Grace Technical Bulletin TB-0110, *Admixture Dispenser Discharge Line Location and Sequencing for Concrete Batching Operations* for further recommendations. WRDA 64 should not come in contact with any other admixture before or during the batching process, even if diluted in mix water.

Pretesting of the concrete mix should be performed before use, and as conditions and materials change in order to assure compatibility, and to optimize dosage rates, addition times in the batch sequencing and concrete performance. For concrete that requires air entrainment, the use of an ASTM C260 air-entraining agent (such as Daravair® or Dorex® product lines) is recommended to provide suitable air void parameters for freeze-thaw resistance. Please consult your Grace representative for guidance.

Packaging & Handling

WRDA 64 is available in bulk, delivered by metered tank trucks, and in 55 gal (210 L) drums. It will freeze at about 28°F (-2°C), but will return to full strength after thawing and thorough agitation.

Dispensing Equipment

A complete line of accurate, automatic dispensing equipment is available. WRDA 64 may be introduced to the mix on the sand or in the water.

Specifications

Concrete shall be designed in accordance with *Standard Recommended Practice for Selecting Proportions for Concrete*, ACI 211.

The water-reducing (or water-reducing and retarding) admixture shall be WRDA 64, as manufactured by Grace Construction Products, or equal. The admixture shall not contain calcium chloride. It shall be used in strict accordance with the manufacturers' recommendations. The admixture shall comply with ASTM Designation C494, Type A water-reducing (or Type D water-reducing and retarding) admixtures. Certification of compliance shall be made available on request.

The admixture shall be considered part of the total water. The admixture shall be delivered as a ready-to-use liquid product and shall require no mixing at the batching plant or job site.

www.graceconstruction.com

North American Customer Service: 1-877-4AD-MIX1 (1-877-423-6491)

WRDA, Daravair and Dorex are registered trademarks of W. R. Grace & Co.—Conn.

We hope the information here will be helpful. It is based on data and knowledge considered to be true and accurate and is offered for the users' consideration, investigation and verification, but we do not warrant the results to be obtained. Please read all statements, recommendations or suggestions in conjunction with our conditions of sale, which apply to all goods supplied by us. No statement, recommendation or suggestion is intended for any use which would infringe any patent or copyright. W. R. Grace & Co.—Conn., 62 Whittemore Avenue, Cambridge, MA 02140. In Canada, Grace Canada, Inc., 294 Clements Road, West, Ajax, Ontario, Canada L1S 3C6.

This product may be covered by patents or patents pending.
CMD-368G Printed in U.S.A. 5/09

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FA/LVI/1M

GRACE



Grace Construction Products
W.R. Grace & Co. – Conn.
293 Wright Brothers Avenue
Livermore, CA 94550

925-443-9700
www.graceconstruction.com

Robertson's
200 S. Main st
Corona, California 92336

Project Name: Various Locations
Product Selected: Darex® II AEA

This is to certify that the Darex® II AEA, a(n) Air-Entraining Agent, as manufactured and supplied by Grace Construction Products, W.R. Grace & Co. – Conn., is formulated to comply with the Specifications for Chemical Admixtures for Concrete, ASTM: C260 AASHTO: M154.

Darex® II AEA does not contain calcium chloride or chloride containing compounds as a functional ingredient. Chloride ions may be present in trace amounts contributed from the process water used in manufacturing.

The foregoing is in addition to and not in substitution for our standard Conditions of Sale attached.

A handwritten signature in cursive script, appearing to read "Mike Gardner".

Mike Gardner
Western Region Technical Services Manager

DAREX® II AEA Air-entraining admixture

ASTM C260

Product Description

Darex® II AEA is an air-entraining admixture which generates a highly stable air void system for increased protection against damage from freezing and thawing, severe weathering, or de-icer chemicals. Darex II AEA is a complex mixture of organic acid salts in an aqueous solution specifically formulated for use as an air-entraining admixture for concrete and is manufactured under rigid control which provides uniform, predictable performance. It is supplied ready-to-use and does not require pre-mixing with water. Darex II AEA is a dark brown liquid. One gallon weighs 8.7 lbs (1.04 kg/L). Darex II AEA complies to ASTM C260 *Standard Specifications for Air-Entraining Admixtures for Concrete*.

Uses

Darex II AEA is used in ready-mix, block, and concrete products plants to improve air entrainment stability. It is particularly effective in maintaining air content during longer haul times. Darex II AEA performs well in

conventional concrete and is effective in plasticizing mixes and with slag, lightweight, or manufactured aggregates which tend to produce harsh concrete.

Darex II AEA entrains air effectively with microsilica concrete and with fly ash concrete.

Performance

By agitation of concrete mixers, Darex II AEA disperses and generates millions of discrete semi-microscopic bubbles throughout the concrete composite. Once thoroughly mixed, the concrete contains a stable network of bubbles which act much like ball bearings increasing mobility, or plasticity, of the concrete. This aids workability to the mix and permits a reduction of water with no loss of slump. Placeability is improved. Bleeding, segregation and green shrinkage are minimized.

Through the purposeful entrainment of air, Darex II AEA markedly increases the durability of concrete to all exposures.

Product Advantages

- Air stability makes it particularly useful for longer transit times
- Produces excellent air void systems in concretes that are traditionally difficult to air entrain



Addition Rates

There is no standard addition rate for Darex II AEA. The amount to be used will depend upon the amount of air required under job conditions, usually in the range of 4 to 7%. Typical factors which might influence the amount of air entrained are temperature, cement, sand gradation, and use of extra fine materials such as fly ash. Typical Darex II AEA addition rates generally range from ½ to 5 fl oz/100 lbs (30 to 320 mL/100 kg) of cement.

The air-entraining efficiency of Darex II AEA becomes even greater when used with water-reducing and set-retarding agents. This may allow a reduction of up to ¾ in the amount of Darex II AEA required for the specified air content.

Mix Adjustment

Entrained air results in increased yields with a consequent decrease in the cement content of the placed concrete. This condition calls for a mix adjustment, usually accomplished by reducing the fine aggregate content. This is in addition to the reduction in water content brought about by the increase in plasticity.

Compatibility with Other Admixtures and Batch Sequencing

Darex II AEA is compatible with most Grace admixtures as long as they are added separately to the concrete mix. In general, it is recommended that Darex II AEA be added to the concrete mix near the beginning of the batch sequence for optimum performance, preferably by “dribbling” on the sand. Different sequencing may be used if local testing shows better performance. Please see Grace Technical Bulletin TB-0110, *Admixture Dispenser Discharge Line Location and Sequencing for Concrete Batching Operations* for further recommendations. Darex II AEA should not be added directly to heated water.

www.graceconstruction.com

North American Customer Service: 1-877-4AD-MIX1 (1-877-423-6491)

Darex is a registered trademark of W. R. Grace & Co.—Conn.

We hope the information here will be helpful. It is based on data and knowledge considered to be true and accurate and is offered for the users' consideration, investigation and verification, but we do not warrant the results to be obtained. Please read all statements, recommendations or suggestions in conjunction with our conditions of sale, which apply to all goods supplied by us. No statement, recommendation or suggestion is intended for any use which would infringe any patent or copyright. W. R. Grace & Co.—Conn., 62 Whittemore Avenue, Cambridge, MA 02140. In Canada, Grace Canada, Inc., 294 Clements Road, West Ajax, Ontario, Canada L1S 3C6.

This product may be covered by patents or patents pending.
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Pretesting of the concrete mix should be performed before use, and as conditions and materials change in order to assure compatibility, and to optimize dosage rates, addition times in the batch sequencing and concrete performance. Please consult your Grace representative for guidance.

Packaging & Handling

Darex II AEA is available in bulk, delivered by metered tank trucks, totes and drums.

Darex II AEA will freeze at about 30°F (-1°C), but its air-entraining properties are completely restored by thawing and thorough mechanical agitation.

Dispensing Equipment

A complete line of accurate dispensing equipment is available. These dispensers can be located to discharge into the water line, the mixer, or on the sand.

Specifications

Concrete shall be air entrained concrete, containing 4 to 7% entrained air. The air contents in the concrete shall be determined by the pressure method (ASTM Designation C231), gravimetric method (ASTM Designation C138) or volume metric method (ASTM Designation C173). The air-entraining admixture shall be Darex II AEA as manufactured by Grace Construction Products, or equal. The air-entraining admixture shall be added at the concrete mixer or batching plant at approximately ½ to 5 fl oz/100 lbs (30 to 320 mL/100 kg) of cement, or in such quantities as to give the specified air contents.

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Grace Construction Products

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293 Wright Brothers Avenue
Livermore, CA 94550

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www.graceconstruction.com

Todd Dragna
Robertson's Ready Mix
200 S. Main st
Corona , California 92366

Project Name: Various Locations
Product Selected: ADVA® 190

GRACE

This is to certify that the ADVA 190, a High Range Water Reducer, as manufactured and supplied by Grace Construction Products, W.R. Grace & Co. – Conn., is formulated to comply with the Specifications for Chemical Admixtures for Concrete, ASTM: C494, Type A, F, AASHTO: M194, Type A, F and complies with the Specification for Chemical Admixtures for Use in Producing Flowing Concrete, ASTM C 1017.

ADVA 190 does not contain calcium chloride or chloride containing compounds as a functional ingredient. Chloride ions may be present in trace amounts contributed from the process water used in manufacturing.

The foregoing is in addition to and not in substitution for our standard Conditions of Sale attached.



Mike Gardner
Western Region Technical Services Manager

ADVA® 190

High-range water-reducing admixture

ASTM C494 Type A and F, and ASTM C1017 Type I

Product Description



ADVA® 190 is a polycarboxylate-based high-range water-reducing admixture specifically formulated to meet the needs of the concrete industry. It is a low viscosity liquid, which has been formulated by the manufacturer for use as received. ADVA 190 is manufactured under closely controlled conditions to provide uniform, predictable performance and is formulated to comply with specifications for Chemical Admixtures for Concrete, ASTM Designation C494 as a Type A and F, and ASTM C1017 Type I admixture. ADVA 190 does not contain intentionally added calcium chloride. One gallon weighs approximately 8.8 lbs (1.1 kg/L).

Uses

ADVA 190 superplasticizer produces concrete with extremely workable characteristics referred to as high slump. It also allows concrete to be produced with very low water/cement ratios for high strength.

While ADVA 190 is ideal for use in any concrete where it is desired to minimize the water/cementitious ratio yet maintain workability, ADVA 190 is primarily intended for use in ready-mix concrete, but may also be used in other applications such as precast concrete and self-consolidating concrete.

Addition Rates

ADVA 190 superplasticizer addition rates can vary with type of application, but will normally range from 3 to 15 fl oz/100 lbs (195 to 980 mL/100 kg) of cementitious. In most instances, the addition of 3 to 6 fl oz/100 lbs (195 to 375 mL/100 kg) of cementitious will be sufficient. At a given water/cementitious ratio, the slump required for placement can be controlled by varying the addition rate. Should conditions require using more than the recommended addition rates, please consult your Grace representative.

ADVA 190 dosage requirements may also be affected by mix design, cementitious content and aggregate gradations. Please consult with your Grace Construction Products representative for more information and assistance.

Product Advantages

- Highly efficient, producing high slump concrete at very low dosages
- Provides a combination of slump life with near neutral set time
- Consistent air entrainment
- Consistent performance across cement chemistries
- Concrete finishes easily without stickiness, spotty set or tearing



Compatibility with Other Admixtures and Batch Sequencing

ADVA 190 is compatible with most Grace admixtures as long as they are added separately to the concrete mix. However, ADVA products are not recommended for use in concrete containing naphthalene-based admixtures including Daracem® 19 and Daracem 100, and melamine-based admixtures including Daracem ML 330 and Daracem 65. In general, it is recommended that ADVA 190 be added to the concrete mix near the end of the batch sequence for optimum performance. Different sequencing may be used if local testing shows better performance. Please see Grace Technical Bulletin TB-0110, *Admixture Dispenser Discharge Line Location and Sequencing for Concrete Batching Operations* for further recommendations. ADVA 190 should not come in contact with any other admixture before or during batching, even if diluted in mix water.

Pretesting of the concrete mix should be performed before use and as conditions and materials change in order to assure compatibility with other admixtures, and to optimize dosage rates, addition times in the batch sequencing and concrete performance. For concrete that requires air entrainment, the use of an ASTM C260 air-entraining agent (such as Daravair® or Darex® product lines) is recommended to provide suitable air void parameters for freeze-thaw resistance. Please consult your Grace representative for guidance.

Packaging & Handling

ADVA 190 is available in bulk, delivered by metered tank trucks, in 330 gal (1250 L) disposable totes, and in 55 gal (210 L) drums.

It will begin to freeze at approximately 32°F (0°C), but will return to full strength after thawing and thorough agitation. In storage, and for proper dispensing, ADVA 190 should be maintained at temperatures above 32°F (0°C).

Dispensing Equipment

A complete line of accurate, automatic dispensing equipment is available.

ADVA 190 ASTM C494 Type F High-Range Water Reducer Test Data

	US Units		Metric	
	Control	ADVA 190	Control	ADVA 190
Cement (pcy) (kg/m ³)	517	517	307	307
Coarse aggregate (pcy) (kg/m ³)	1944	1944	1153	1153
Fine aggregate (pcy) (kg/m ³)	1144	1214	679	720
Water (pcy) (kg/m ³)	235	204	396	344
w/cm	0.455	0.405	0.455	0.405
Slump (inches) (mm)	3.75	3.5	95	90
Plastic air (%)	5.5	5.4	5.5	5.4
Compressive strength				
1 day (psi) (MPa)	1860	2670	12.8	18.4
7 day (psi) (MPa)	4520	5530	31.2	38.1
28 day (psi) (MPa)	5440	6690	37.5	46.1
Initial set time (hr:min)	4:02	3:55	4:02	3:55
Length change 28 day (%)	-0.031	-0.028	-0.031	-0.028
Freeze-thaw resistance (RDME %)	92	98	92	98

www.graceconstruction.com

North American Customer Service: 1-877-4AD-MIX1 (1-877-423-6491)

ADVA, the ADVA logo, Daracem, Daravair and Darex are registered trademarks of W. R. Grace & Co.—Conn.

We hope the information here will be helpful. It is based on data and knowledge considered to be true and accurate and is offered for the users' consideration, investigation and verification, but we do not warrant the results to be obtained. Please read all statements, recommendations or suggestions in conjunction with our conditions of sale, which apply to all goods supplied by us. No statement, recommendation or suggestion is intended for any use which would infringe any patent or copyright. W. R. Grace & Co.—Conn., 82 Whittemore Avenue, Cambridge, MA 02140. In Canada, Grace Canada, Inc., 294 Clements Road, West, Ajax, Ontario, Canada L1S 3C6.

This product may be covered by patents or patents pending.
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GRACE

**ASTM C618 / AASHTO M295 Testing of
Pomona Terminal Fly Ash**

Sample Type: 3200-ton	Report Date: 7/29/2015
Sample Date: 5/26 - 5/27/15	MTRF ID: 1318PO
Sample ID: PO-030-15	

<u>Chemical Analysis</u>	<u>ASTM / AASHTO Limits</u>		<u>ASTM Test</u>
	<u>Class F</u>	<u>Class C</u>	<u>Method</u>
Silicon Dioxide (SiO ₂)	58.27	%	
Aluminum Oxide (Al ₂ O ₃)	22.21	%	
Iron Oxide (Fe ₂ O ₃)	4.34	%	
Sum of Constituents	84.82	%	70.0% min 50.0% min D4326
Sulfur Trioxide (SO ₃)	0.55	%	5.0% max 5.0% max D4326
Calcium Oxide (CaO)	6.89	%	D4326
Moisture	0.06	%	3.0% max 3.0% max C311
Loss on Ignition	0.90	%	6.0% max 6.0% max C311 5.0% max 5.0% max AASHTO M295
Available Alkalies, as Na ₂ O _e When required by purchaser	0.99	%	not required C311 1.5% max 1.5% max AASHTO M295
<u>Physical Analysis</u>			
Fineness, % retained on #325	19.49	%	34% max 34% max C311, C430
Strength Activity Index - 7 or 28 day requirement			C311, C109
7 day, % of control	94	%	75% min 75% min
28 day, % of control	99	%	75% min 75% min
Water Requirement, % control	94	%	105% max 105% max
Autoclave Soundness	0.03	%	0.8% max 0.8% max C311, C151
Density	2.35		C604

Headwaters Resources certifies that pursuant to current ASTM C618 protocol for testing, the test data listed herein was generated by applicable ASTM methods and meets the requirements of ASTM C618.


 Doug Rhodes, CET
 Facility Manager



Materials Testing & Research Facility
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 Taylorsville, Georgia 30178
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SOVOSB.DVBE.SBE

Job Name: Robertson's Ready Mix
 Sample I.D.: WCS
 Job Number: 150003L Source: Luceme
 Date: May 21, 2015 Tested By: D. Bartlett

ASTM C136 Sieve Analysis of Fine and Coarse Aggregate

Metric	Stand.	% Pass	C33 Specification
9.5mm	3/8"	100	100
4.75mm	# 4	98	95-100
2.36mm	# 8	80	80-100
1.18mm	# 16	63	50-85
600µm	# 30	40	25-60
300µm	# 50	19	5-30
150µm	# 100	8	0-10
75µm	# 200	3.7	-
Fineness Modulus		2.9	2.3-3.1

ASTM C88 Soundness of Aggregates-Sodium Sulfate

Sieve Size	Individual % Retained	Individual % Loss	% Loss By Weight
#8	18	6.6	1.19
#16	17	2.8	0.48
#30	23	2.7	0.62
#50	21	2.4	0.50
Total % Loss by Weight (C33 Spec. 10% Max)			2.79

ASTM C289 Potential-Alkali Silica Reactivity

Alkaline Reactivity mmol/L	Dissoived Silica mmol/L
35	8

*This aggregate is considered innocuous

ASTM	TEST	RESULT	C33 Specification
C40	Organic Impurities	1	3 Maximum
D2419	Sand Equivalent	80	-
C123	Lightweight Particles	0.0%	1% Maximum
C142	Clay Lumps & Friable Particles	0.0%	1% Maximum

Respectfully Submitted,
 Southern California Soil & Testing

Scott H. Vacula, PE C72600
 Senior Materials Engineer





SDVOSB . DVBE . SBE

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Job Name: Robertson's Ready Mix
 Sample I.D.: 3/8"
 Job Number: 150003L Source: Lucerne
 Date: June 8, 2015 Tested By: Dale Bartlett

ASTM C136 Sieve Analysis of Fine and Coarse Aggregate

Metric	Stand.	% Pass	C33 #8 Specification % Pass
38.1mm	1 1/2"		
25mm	1"		
19mm	3/4"		
12.5mm	1/2"	100	90-100
9.5mm	3/8"	94	85-100
4.75mm	# 4	20	10-30
2.36mm	# 8	5	0-10
1.18mm	# 16	4	0-5
600µm	# 30		
300µm	# 50		
150µm	# 100		
75µm	# 200	0.9	1% Max

ASTM C88 Soundness of Aggregates-Sodium Sulfate

Sieve Size	Individual % Retained	Individual % Loss	% Loss By Weight
-3/8", +#4	74	3.2	2.4
Total % Loss by Weight (C33 Spec. 12% Max.)			2.4

ASTM C289 Potential-Alkali Silica Reactivity

Alkaline Reactivity mmol/L	Dissolved Silica mmol/L
35	10

*This aggregate is considered to innocuous

ASTM	TEST	RESULT	C33 Specification
C131	L.A. Abrasion	40.1	50% Maximum
C123	Lightweight Particles	0.0%	0.5% Maximum
C142	Clay Lumps & Friable Particles	0.0%	5% Maximum

Respectfully Submitted,
 Southern California Soil & Testing

Scott H. Vacula, PE C72600
 Senior Materials Engineer





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Job Name: Robertson's Ready Mix
 Sample I.D.: 1"
 Job Number: 150003L Source: Lucerne
 Date: June 9, 2015 Tested By: Dale Bartlett

ASTM C136 Sieve Analysis of Fine and Coarse Aggregate

Metric	Stand.	% Pass	C33 #57 Specification % Pass
38.1 _{mm}	1 ^{1/2"}	100	
25 _{mm}	1"	98	95-100
19 _{mm}	3/4"	83	-
12.5 _{mm}	1/2"	32	25-60
9.5 _{mm}	3/8"	13	-
4.75 _{mm}	# 4	3	0-10
2.36 _{mm}	# 8	2	0-5
1.18 _{mm}	# 16		-
600 _{um}	# 30		-
300 _{um}	# 50		-
150 _{um}	# 100		-
75 _{um}	# 200	0.4	1% Max

ASTM C88 Soundness of Aggregates-Sodium Sulfate

Sieve Size	Individual % Retained	Individual % Loss	% Loss By Weight
-3/4", +3/8"	70	1.0	0.7
-3/8", +#4	10	3.3	0.3
Total % Loss by Weight (C33 Spec. 12% Max.)			1.0

ASTM C289 Potential-Alkali Silica Reactivity

Alkaline Reactivity mmol/L	Dissolved Silica mmol/L
43	8

*This aggregate is considered to innocuous

ASTM	TEST	RESULT	C33 Specification
C131	L.A. Abrasion	32.9	50% Maximum
C123	Lightweight Particles	0.0%	0.5% Maximum
C142	Clay Lumps & Friable Particles	0.0%	5% Maximum

Respectfully Submitted,
 Southern California Soil & Testing

Scott H. Vacula

Scott H. Vacula, PE C72600
 Senior Materials Engineer



**ATTACHMENT B-
SAMPLE CONTRACT**

SAMPLE
GENERAL SERVICES PROVIDER STANDARD AGREEMENT
BY AND BETWEEN
SOUTHERN CALIFORNIA LOGISTIC AIRPORT AUTHORITY
AND
(NAME OF SERVICE PROVIDER)
FOR
(TITLE OF PROJECT, PROJECT NUMBER)

THIS GENERAL SERVICES PROVIDER STANDARD AGREEMENT (hereinafter “Agreement”), is made and entered into by and between the Southern California Airport Authority a California joint powers authority located in the County of San Bernardino, State of California, hereinafter referred to as “SCLAA”, and **(SERVICE PROVIDER)**, hereinafter referred to as “Service Provider.” SCLAA and Service Provider are sometimes hereinafter referred to individually as a “Party” and collectively referred to as the “Parties.”

RECITALS:

WHEREAS, SCLAA requires **(DESCRIBE SERVICES)** and;

WHEREAS, in light of the facts set forth above, SCLAA desires to retain the services of a qualified service provider to provide, on an independent contractor basis, **(DESCRIBE SERVICES)**.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

Section 2. SCOPE OF SERVICES

Service Provider shall provide to SCLAA those services set forth in the Scope of Services, attached hereto as Exhibit “A”, and incorporated as part of this Agreement by this reference.

Section 3. COMPENSATION

SCLAA shall pay a total amount not to exceed **SPELL OUT DOLLAR AMOUNT AND 00/100 DOLLARS (\$0.00)** for the services rendered by Service Provider pursuant to this Agreement, subject to the provisions of Section 4.

Section 4. FEE SCHEDULE

SCLAA shall pay Service Provider as provided in the Fee Schedule, attached hereto as **Exhibit “B,”** and incorporated as part of this Agreement by this reference. The provisions of **Exhibit “B”** notwithstanding, in order to receive payments, Service Provider shall be required to submit to SCLAA monthly invoices detailing all services performed. Provided that services have been satisfactorily

REQUEST FOR BID

rendered, invoices shall be paid by SCLAA approximately thirty (30) working days following receipt of Service Provider's invoice.

Section 5. RESERVED

Section 6. TERM OF AGREEMENT

This Agreement shall be for an initial term of **(NUMBER of MONTHS)**, commencing on **(COMMENCEMENT DATE)** (the "Commencement Date") and expiring on **(TERMINATION DATE)** (the "Termination Date") (the "Term"), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

This Agreement may be extended for **(NUMBER OF YEARS, MONTHS, ETC.)** (hereinafter "Option Periods"), at the option of SCLAA, subject to satisfactory performance as determined by SCLAA. SCLAA shall give Service Provider sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should SCLAA decide to exercise its option(s) to extend. In the event SCLAA does not give Service Provider such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 21 below. Should SCLAA fail to give Service Provider the sixty (60) days written notice of its intention to exercise any Option Period, SCLAA may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Service Provider.

Section 7. INDEPENDENT CONTRACTOR STATUS

Service Provider shall at all times during the Initial Term of this Agreement, and (if applicable during any Option Periods), perform the services described in this Agreement as an independent contractor.

Section 8. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF SERVICE PROVIDER

a. Service Provider represents and acknowledges the following:

(1) SCLAA is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement do not have to be integrated into the daily business operations of SCLAA.

(3) The services described in this Agreement can be performed without the use of SCLAA equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

(4) Nothing in this Agreement shall be interpreted to imply that SCLAA must maintain any contractual relationship with Service Provider on a continuing basis after termination of this Agreement.

(5) SCLAA will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Service Provider to perform the services described in this Agreement.

(6) Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of SCLAA.

b. SCLAA represents and acknowledges the following:

REQUEST FOR BID

(1) Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.

(2) SCLAA will not hire, supervise, or pay any employees or assistants working for Service Provider pursuant to this Agreement. Nothing contained in this Agreement shall prevent SCLAA from hiring Service Provider's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Service Provider must maintain any contractual relationship with SCLAA on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the services set forth in this Agreement.

(5) Service Provider is not required to devote full time to the business operations of SCLAA in order to perform the services set forth in this Agreement.

(6) Unless deemed necessary under certain circumstances, Service Provider is not required to perform the services set forth in this Agreement at City Hall or on SCLAA-owned property.

(7) Nothing in this Agreement shall be interpreted to preclude Service Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 9. NOT AGENT OF SCLAA

a. Nothing contained in this Agreement shall be deemed, construed, or represented by SCLAA or Service Provider or by any third person to create the relationship of principal and agent.

b. Service Provider shall have no authority, express or implied, to act on behalf of SCLAA in any capacity whatsoever as an agent, nor shall Service Provider have any authority, express or implied, to bind SCLAA to any obligation whatsoever.

Section 10. LICENSES AND PERMITS

Service Provider represents that it has obtained and will maintain at all times during the initial Term, and (If Applicable, during any Option Periods) of this Agreement all business licenses, including but not limited to a City of Victorville business license, certifications, or permits necessary for performing the services described in this Agreement.

Section 11. WARRANTY

Service Provider agrees to perform all services required by this Agreement in a workmanlike competent and satisfactory manner in accordance with the standards prevalent in the industry for such services.

Section 12. FAMILIARITY WITH WORK

Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the services or as represented by SCLAA, Service Provider shall immediately inform SCLAA of such fact and shall not provide any services, except at Service Provider's risk, until written instructions are received from **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee.

Section 13. CONFLICTS OF INTEREST

Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such an interest shall be

REQUEST FOR BID

employed by it. In the event SCLAA determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with SCLAA Clerk's Office pursuant to the written instructions provided by the Authority Secretary's Office.

Section 14. COMPLIANCE WITH LAWS

Service Provider shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Service Provider or its employees, officers, or board members.

Section 15. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

a. Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), commercial general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Service Provider or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Service Provider shall further procure and maintain, at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods) commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Service Provider or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

Section 16. WORKERS' COMPENSATION INSURANCE

a. Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the SCLAA.

Section 17. RESERVED

Section 18. ADDITIONAL INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy, shall be endorsed to name SCLAA, and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the SCLAA Attorney, as Additional Insureds.

Section 19. WAIVER OF SUBROGATION RIGHTS

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the SCLAA and its officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

REQUEST FOR BID

Section 20. PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS

a. Service Provider shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the Authority Secretary certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, SCLAA shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to SCLAA of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term, and (if applicable during any Option Periods) of this Agreement.

e. The commercial general liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Service Provider's coverage shall be primary with respect to SCLAA. Any insurance maintained by SCLAA shall be in excess of Service Provider's insurance and shall not contribute with it."

Section 21. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, SCLAA shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, SCLAA shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

Section 22. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 23. INDEMNIFICATION

a. Service Provider shall defend, indemnify, and hold harmless SCLAA, its officers, employees, representatives, and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys fees, for any personal injuries, deaths, or property damage (including property owned by SCLAA), which may arise out of Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement, unless such losses or damages are proven to be caused by SCLAA's own negligence or willful misconduct, or that of its officers or employees.

b. SCLAA does not and shall not waive any rights that it may have against Service Provider under this Section, because of the acceptance by SCLAA, or the deposit with SCLAA, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification

REQUEST FOR BID

provisions of this Section shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

Section 24. REPORTS

Upon request by **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, Service Provider shall prepare and submit reports to SCLAA concerning Service Provider's performance of the services required by this Agreement.

Section 25. RECORDS

a. Service Provider shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Service Provider hereunder shall be retained by Service Provider and made available to **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 26. RESERVED

Section 27. CONFIDENTIALITY

a. Any and all documents and information obtained from SCLAA or prepared by Service Provider for SCLAA shall be kept strictly confidential unless otherwise provided by applicable law. All SCLAA data, documents and information shall be returned to SCLAA upon termination of the Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, or as required by applicable law.

c. Service Provider shall not disclose to any other entity or person any information regarding the activities of SCLAA, except with the prior written approval of **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, or as required by applicable law.

Section 28. PRINCIPAL REPRESENTATIVES

a. **(PROVIDER REPRESENTATIVE NAME AND TITLE)**, are designated as the principal representatives of Service Provider for purposes of communicating with SCLAA on any matter associated with the performance of the services set forth in this Agreement.

b. **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, shall be the principal representative(s) of SCLAA for purposes of communicating with Service Provider on any matter associated with the performance of the services set forth in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

REQUEST FOR BID

Section 33. NON-LIABILITY OF SCLAA OFFICERS AND EMPLOYEES

No officer or employee of SCLAA shall be personally liable to Service Provider, or any successor in interest, in the event of any default or breach by SCLAA or for any amount, which may become due to Service Provider or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

Section 34. REVIEW BY ATTORNEYS

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

Section 35. WAIVER

- a. No waiver shall be binding unless executed in writing by the Party making the waiver.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.
- c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

Section 36. ASSIGNMENT

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

Section 37. CARE OF WORK

The performance of services by Service Provider or the payment of money by SCLAA shall not relieve Service Provider from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to SCLAA, when such incomplete, inaccurate or defective work is due to the negligence of Service Provider.

Section 38. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 39. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

Section 40. GENDER

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

REQUEST FOR BID

Section 41. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 42. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 43. DEFAULT

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

Section 44. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 45. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 46. ATTORNEYS' FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

REQUEST FOR BID

Section 47. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon SCLAA, until signed by the authorized representative(s) of Service Provider, approved by the Authority Risk Manager, and executed by the authorized SCLAA personnel or Mayor.

Section 48. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

(a) Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

(b) The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

Section 49. COUNTERPARTS

This Agreement may be executed by the parties in counterparts, and when executed by each of the parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

REQUEST FOR BID

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY**

(SERVICE PROVIDER)

By: _____
Keith Metzler, Assistant Executive Director

By: _____
**(INSERT NAME & TITLE OF
PERSON SIGNING ON BEHALF
OF SERVICE PROVIDER)**

Dated: _____

Dated: _____

**SOUTHERN CALIFORNIA LOGISTICS
AUTHORITY**

AS TO STANDARD FORM:

By: _____
**Chuck Buquet,
Authority Risk Manager**

By: _____
**Andre de Bortnowsky,
Authority Legal Counsel**

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF SERVICES

See Attachment

EXHIBIT B

FEE SCHEDULE

See Attachment