

ORIGINAL

VOL|1A ADMINISTRATIVE
SUBMITTALS

CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32



**CALIFORNIA
RAIL BUILDERS**

PROPOSER



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposals | RFP Number: HSR 14-32



FORM A
TRANSMITTAL LETTER



CALIFORNIA
HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32



Form A: Transmittal Letter**PROPOSER:** California Rail Builders**Proposal Date:** November 25, 2015

California High-Speed Rail Authority
770 L Street, Suite 1160
Sacramento, CA 95814

Attn: Rebecca Harnagel, P.E.

The undersigned Proposer submits this proposal in response to that certain Request for Proposals No. HSR 14-32 dated as of 05/27/2015, as amended (the "RFP"), issued by the California High-Speed Rail Authority (the "Authority"), as described in the RFP.

Enclosed, and incorporated herein and made a part of this proposal, are the documents listed in Part A.8.3.

Proposer acknowledges receipt, understanding and full consideration of all materials posted on the Project Website.

Proposer represents and warrants that it has read the RFP and agrees to abide by the contents and terms of the RFP and Proposal.

Proposer certifies that this Proposal is submitted without reservation, qualification, assumptions or conditions. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on the Project Website, the Addenda and the Authority's responses to questions and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by the Contractor and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted such other investigations and additional design development which are prudent and reasonable in preparing this Proposal; and that it has notified the Authority of any deficiencies in or omissions from any RFP Documents or other documents provided by the Authority.

Proposer represents that all statements made in the Statement of Qualifications (SOQ) previously delivered to the Authority (as amended by any approved changes to the Proposer's organization) are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal. Proposer agrees that such SOQ, except as modified by the enclosed Proposal, is incorporated as if fully set forth herein.

Proposer authorizes the Authority to make any inquiries necessary to verify the information presented in this form and attachments, and to obtain any financial information necessary to evaluate Proposer Team's capability to supply the necessary financial support to the Project.

Proposer understands that the Authority may reject each proposal the Authority may receive.



Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the Project procurement process will be borne solely by the Proposer.

Proposer agrees that the Authority will not be responsible for any errors, omissions, inaccuracies or incomplete statements in this Proposal.

This proposal shall be governed by and construed in all respects according to the laws of the State of California.

The undersigned affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

PROPOSAL SECURITY: A bond payable to the Authority, in an amount equal to five percent of the Proposal Price is submitted herewith as a Proposal Security.

RECEIPT OF ADDENDA AND CLARIFICATIONS: The undersigned hereby acknowledges receipt of and has considered:

Addenda	Release Date
1	08/24/2015
2	10/09/2015
3	10/28/2015

The Authority's responses to the Proposer's Request for Information and Clarification No. 1 through No. ### were issued in a series of emails to all Proposers to the addresses on file with the Authority.

Proposer's business address:

5670 Wilshire Blvd 600
 No. Street Floor or Suite

Los Angeles CA 90036 USA
 City State or Province ZIP or Postal Code Country

State or Information/Organization: anticipated to be formed in Delaware

Signature _____
 Jose Baraja
 Printed Name _____
 Authorized Representative
 Title _____

Note: The Transmittal Letter is to be executed by the Proposer's duly authorized Official Representative identified on Form B.



PROPOSER: California Rail Builders

November 25, 2015

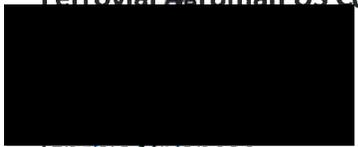
California High-Speed Rail Authority
Program Management
Attention: Rebecca Harnagel, P.E.
770 L Street, Suite 620 MS2
Sacramento, CA 95814

**RE: Request for Proposals for Design-Build Services for Construction Package 4,
Instructions to Proposers, Part A, Section 8.3.1 Volume 1A – Administrative
Submittals, Attachment to Transmittal Letter (Form A)**

Dear Ms. Harnagel:

Ferrovial Agroman US Corp., Principal Participant and Equity Member of Proposer California Rail Builders, designates Jose Baraja as the Official Representative of Proposer California Rail Builders. As the Official Representative, Jose Baraja is authorized to execute and deliver the Proposal and the Contract and is specifically authorized to act on behalf of Ferrovial Agroman US Corp. in its individual capacity.

Sincerely,
Ferrovial Agroman US Corp.


Ignacio Vivancos
Managing Director

FORM B

IDENTIFICATION OF PROPOSER TEAM MEMBERS



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32



Form B: Identification of Proposer Team Members

NAME OF ENTITY	ROLE IN ORGANIZATION (Check all that apply)	NAME AND TITLE OF OFFICIAL REPRESENTATIVE
	Proposer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



NAME OF ENTITY	ROLE IN ORGANIZATION (Check all that apply)	NAME AND TITLE OF OFFICIAL REPRESENTATIVE
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Guarantor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lead Designer	

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FORM C

KEY PERSONNEL MATRIX



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

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Form C: Key Personnel Matrix

Proposer: California Rail Builders

Proposer hereby commits that, if awarded the design-build contract for Construction Package 4 (Project), the Proposer will use the Key Personnel listed below for their stated positions and that, to the extent within the Proposer's control, such individuals will be available on a full time basis for the periods necessary to fulfill their Project-related responsibilities. Changes to Key Personnel from those proposed in the Statement of Qualifications must be pre-approved by the Authority.

Authority's Title	Proposer's Title	Employing Firm	Proposed Individual	License/Registration
Project Manager/Director	Project Manager	Ferrovial Agroman	Alvaro Gomez-Muro	
Design Manager	Design Manager	Ferrovial Agroman	Ignacio Navarro	PE (TX 113144)
Construction Manager	Construction Manager	Ferrovial Agroman	Pablo Molla	
Quality Manager	Quality Manager	Ferrovial Agroman	Matilde Pertierra	
Environmental Compliance Manager	ECM	Ferrovial Agroman	Christopher Tolar	

Signature: _____
 Printed Name: Jose Barafia
 Authorized Representative Title: _____



FORM D

SCHEDULE OF SUBCONTRACTOR(S)/ SUBCONSULTANT(S)



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Form D: Schedule of Subcontractor(s)

Names and Addresses of Subcontractor(s)		Type of Work to be Performed	Small Business Status (Check all that apply)	Previous Year's Annual Gross Receipts
Name:	Othon, Inc.	Lead Design	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K <input type="checkbox"/> \$500K-\$2 Mil <input type="checkbox"/> \$2 Mil-\$5 Mil <input checked="" type="checkbox"/> > \$5Mil
Street Address:	11111 Wilcrest Green, Ste 128			
City, State Zip:	Houston, Texas 77042			
Phone:	(713) 975-8555			
Fax:	(713) 975-9068			
Tax ID:	[REDACTED]			
Contact Person:	Charles A. Othon	Age of Firm:	35	
Email:	cothon@othon.com			
Public Works Contractor Registration No.				
Name:	Euroestudios, S.L.	Lead Design	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K <input type="checkbox"/> \$500K-\$2 Mil <input type="checkbox"/> \$2 Mil-\$5 Mil <input checked="" type="checkbox"/> > \$5Mil
Street Address:	Castello 128			
City, State Zip:	Madrid, Spain 28006			
Phone:	34 91 590 21 57			
Fax:	34 91 411 35 57			
Tax ID:	[REDACTED]			
Contact Person:	Jorge Santamaria Cases	Age of Firm:	47	
Email:	jorge.santamaria@euroestudios.es			
Public Works Contractor Registration No.				
Name:	Griffith Company	Asphalt Paving	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K <input type="checkbox"/> \$500K-\$2Mil <input type="checkbox"/> \$2Mil-\$5Mil <input checked="" type="checkbox"/> > \$5Mil
Street Address:	3050 E Birch Street			
City, State Zip:	Brea, CA 92821			
Phone:	(714) 984-5500			
Fax:	(714) 854-0227			
Tax ID:	[REDACTED]			
Contact Person:	Daniel A. McGrew	Age of Firm:	113	
Email:	dmcgrew@griffithcompany.net			
Public Works Contractor Registration No.	1000005611			

(Add rows/pages as needed)

Attach to this form copy(ies) of applicable Small Business Certificates for those Subcontractor that are designated as Small Business Enterprise.

Signature of Official Representative: _____
 Jose Baraja
 Printed Name
 Authorized Representative
 Title

Offering Organization Name, Address, and Telephone

California Rail Builders
 5670 Wilshire Blvd, Suite 600
 Los Angeles, CA 90036
 (323) 302-4222

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Form D: Schedule of Subcontractor(s)

Names and Addresses of Subcontractor(s)		Type of Work to be Performed	Small Business Status (Check all that apply)	Previous Year's Annual Gross Receipts
Name:	Jenny Engineering Corp. Inc.	Geotechnical Design	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K <input type="checkbox"/> \$500K-\$2 Mil <input type="checkbox"/> \$2 Mil-\$5 Mil <input checked="" type="checkbox"/> > \$5Mil
Street Address:	2 Edison Place			
City, State Zip:	Springfield, NJ 07081			
Phone:	(973) 379-6699 x137			
Fax:	(973) 379-6774			
Tax ID:	██████████			
Contact Person:	Prakash M. Donde, PE	Age of Firm:	50	
Email:	pmdo@jennyeng.com			
Public Works Contractor Registration No.				
Name:	Bond and Kennedy, Inc.	Procurement Support	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes": <input type="checkbox"/> DBE <input checked="" type="checkbox"/> SB <input checked="" type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input checked="" type="checkbox"/> < \$500K <input type="checkbox"/> \$500K-\$2 Mil <input type="checkbox"/> \$2 Mil-\$5 Mil <input type="checkbox"/> > \$5Mil
Street Address:	PO Box 11990			
City, State Zip:	Pleasanton, CA 94588			
Phone:	(925) 484-4007			
Fax:	N/A			
Tax ID:	██████████			
Contact Person:	Cinda Bond	Age of Firm:	10	
Email:	cbond@bond-kennedy.com			
Public Works Contractor Registration No.				
Name:	JMA Civil, Inc.	BNSF Railway Coordination and Shoo Fly Design	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes": <input type="checkbox"/> DBE <input checked="" type="checkbox"/> SB <input checked="" type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K <input checked="" type="checkbox"/> \$500K-\$2Mil <input type="checkbox"/> \$2Mil-\$5Mil <input type="checkbox"/> > \$5Mil
Street Address:	4725 First Street, Suite 275			
City, State Zip:	Pleasanton, CA 94566			
Phone:	(925) 400-4356			
Fax:	(866) 719-1361			
Tax ID:	██████████			
Contact Person:	Ethan Hartsell	Age of Firm:	4	
Email:	ehartsell@jmacivil.com			
Public Works Contractor Registration No.				
Name:	MARRS Services, Inc.	Hazmat Support, Permitting and Environmental Support during design	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes": <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K <input type="checkbox"/> \$500K-\$2Mil <input type="checkbox"/> \$2Mil-\$5Mil <input checked="" type="checkbox"/> > \$5Mil
Street Address:	340 E. Commonwealth Avenue			
City, State Zip:	Fullerton, CA 92832			
Phone:	(714) 213-8650			
Fax:	(714) 213-8657			
Tax ID:	██████████			
Contact Person:	Riaz Chaudhary	Age of Firm:	26	
Email:	riaz@marrscorp.com			
Public Works Contractor Registration No.				

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Form D: Schedule of Subcontractor(s)

Names and Addresses of Subcontractor(s)		Type of Work to be Performed	Small Business Status (Check all that apply)	Previous Year's Annual Gross Receipts
Name:	G&C Equipment Corporation	Construction Materials	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes": <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> SB <input type="checkbox"/> Micro B <input checked="" type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K <input checked="" type="checkbox"/> \$500K-\$2 Mil <input type="checkbox"/> \$2 Mil-\$5 Mil <input type="checkbox"/> > \$5Mil
Street Address:	1875 W Redondo Beach Blvd, Suite 102			
City, State Zip:	Gardena, CA 90247			
Phone:	(310) 515-6715			
Fax:	(310) 515-5046			
Tax ID:	██████████			
Contact Person:	Jim Hutchison	Age of Firm:	34	
Email:	james@gandccorp.com			
Public Works Contractor Registration No.	1000012404			
Name:	Katch Environmental Inc.	Type I and Type II Hazardous Soils Excavation and Disposal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes": <input checked="" type="checkbox"/> DBE <input type="checkbox"/> SB <input checked="" type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K <input type="checkbox"/> \$500K-\$2 Mil <input checked="" type="checkbox"/> \$2 Mil-\$5 Mil <input type="checkbox"/> > \$5Mil
Street Address:	4975 E Dakota Avenue			
City, State Zip:	Fresno, CA 93727			
Phone:	(559) 260-2992			
Fax:	(559) 291-5323			
Tax ID:	██████████			
Contact Person:	Paul Katchadourian	Age of Firm:	10	
Email:	paul@katchenvironmental.com			
Public Works Contractor Registration No.	1000010211			
Name:	UNICO Engineering, Inc.	V&V, Self-Certification	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes": <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K <input checked="" type="checkbox"/> \$500K-\$2Mil <input type="checkbox"/> \$2Mil-\$5Mil <input type="checkbox"/> > \$5Mil
Street Address:	110 Blue Ravine Road, Suite 101			
City, State Zip:	Folsom, CA 95630			
Phone:	(916) 900-6623			
Fax:	(916) 560-5609			
Tax ID:	██████████			
Contact Person:	Cesar Montes de Oca	Age of Firm:	2	
Email:	cesar@unicoengineering.com			
Public Works Contractor Registration No.	1000020978			
Name:	United Synergy Corporation (USC Supply)	Construction Materials	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes": <input type="checkbox"/> DBE <input checked="" type="checkbox"/> SB <input type="checkbox"/> Micro B <input checked="" type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K <input type="checkbox"/> \$500K-\$2Mil <input type="checkbox"/> \$2Mil-\$5Mil <input checked="" type="checkbox"/> > \$5Mil
Street Address:	12305 Locksley Lane			
City, State Zip:	Auburn, CA 95602			
Phone:	(530) 273-1639			
Fax:	(530) 210-2786			
Tax ID:	██████████			
Contact Person:	Edmond Rossovich	Age of Firm:	5	
Email:	ed@uscsupply.net			
Public Works Contractor Registration No.	1000029205			

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California Profile

BidSync Supplier Name	BOND AND KENNEDY, INC.		
Supplier Number	1578981		
Legal Business Name	BOND AND KENNEDY, INC.	DBA Business Name	BOND AND KENNEDY, INC.
Address	PO BOX 11990 PLEASANTON, CA 94588	Phone	(925) 484-4007
Email	CBOND@BOND-KENNEDY.COM		
Number of Employees	3		
Business Types	Service		
Service Areas	Alameda, Los Angeles,		
Keywords	PARTNERING, MANAGEMENT CONSULTING, TECHNICAL WRITING, PROCUREMENT, CONTRACT AND SUBCONTRACT ADMINISTRATION		
Classifications	801015 - Business and corporate management consultation services 801016 - Project management 801017 - Industrial management		
View Options	View Application		
Edit Options	Amend Application Register as Disabled Veteran Business Enterprise (DVBE)		

[Register as Disabled Veteran Business Enterprise \(DVBE\)](#)

TYPE	STATUS	STATUS DATE	FROM	TO	Actions
SB (Micro)	Approved	Sep 18, 2015	Apr 12, 2013	Apr 30, 2017	

Certification History

TYPE	STATUS	STATUS DATE	FROM	TO
SB (Micro)	Expired	Apr 12, 2013	Apr 20, 2011	Apr 30, 2013

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

California Certification Report

1653820 - JMA CIVIL, INC. - MB

Legal Business Name	JMA CIVIL, INC.		
Doing Business As	JMA CIVIL, INC.		
Address	4725 First Street, Ste. 275	Phone	(925) 400-4356
	PLEASANTON, CA 94566	FAX	
Email	jmarshall@jmacivil.com		
Web Page	http://www.jmacivil.com		
Active Certifications	SB (micro) Jul 13, 2013 - Jul 31, 2017		
Business Types	Service;		
Classifications	[701718] Drainage services		
	[811015] Civil engineering		
	[811025] Permitting services		
	[831015] Water and sewer utilities		
Keywords	Civil Engineering, Railroad Design, Utility Design, Drainage, Flood Control, Hydraulics, Hydrologic, Permitting		

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

G & C EQUIPMENT CORP.

P. O. BOX 5419
GARDENA, CA 90249

Owner: GENE HALE

Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

* 423810 Construction and Mining (except Oil Well) Machinery and Equipment 421320 Brick, Stone, and Related Construction Material Merchant Wholesaler
425120 Wholesale Trade Agents and Brokers 423710 Hardware Merchant Wholesalers
423390 Other Construction Material Merchant Wholesalers 423310 Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers

Work Category Code(s)

C0600	MISC SUPPLIERS	C0698	BUILDING MATERIAL
C0699	TOOLS	F5070	HARDWARE, PLUMBING & HEATING EQUIP
F5030	LUMBER AND CONSTRUCTION MATERIAL		

Licenses

CERTIFYING AGENCY:

LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012 0000

(213) 922-2600

UCP Firm Number: 820

February 27, 2012

CUCP OFFICER

California Certification Report

5092 - G & C EQUIPMENT CORPORATION - DVBE

Legal Business Name	G & C EQUIPMENT CORPORATION		
Doing Business As	G & C EQUIPMENT CORPORATION		
Address	P O BOX 5419	Phone	(310) 515-6715
	GARDENA, CA 90247	FAX	(310) 515-5046

Email gene@gandccorp.com

Web Page <http://www.gandccorp.com>

Active Certifications DVBE Nov 1, 2013 - Nov 30, 2016

Business Types Non-Manufacturer;

Classifications

[111116] Stone

[221019] Building construction machinery and accessories

[251739] Electrical components

[261215] Electrical wire

[261216] Electrical cable and accessories

[271122] Masonry and concrete tools

[271127] Power tools

[301017] Beams

[301025] Sheet

[301036] Structural products

[301115] Concrete and mortars

[301216] Asphalts

[301217] Road and railroad construction materials

[301316] Bricks

[301317] Tiles and flagstones

[301415] Thermal insulation

[301515] Roofing materials

[301516] Roofing accessories

[301617] Flooring

[301917] Construction sheds and trailers

[311517] Mechanical cable

[311620] Nails

[391210] Power conditioning equipment

[391213] Electrical boxes and enclosures and fittings and accessories

[391214] Electrical lugs plugs and connectors

[391215] Electrical controls and accessories

[391217] Electrical hardware and supplies

[391219] Electrical safety devices and accessories

[391221] Electrical transmission and distribution equipment

[391317] Wire Raceways Conduit and Busways

[401018] Heating equipment and parts and accessories

[401417] Hardware and fittings

[411136] Electrical measuring and testing equipment and accessories

[561017] Office furniture

[721521] Acoustical and insulation services

[721532] Coating and caulking and weather water and fireproofing services

California Certification Report

59233 - KATCH ENVIRONMENTAL CONSTRUCTION - MB | DVBE

Legal Business Name	PAUL KATCHADOURIAN		
Doing Business As	KATCH ENVIRONMENTAL CONSTRUCTION		
Address	6348 E DAYTON	Phone	(559) 260-2992
	FRESNO, CA 93727	FAX	(559) 272-3276
Email	pkatchtrk@aol.com		
Web Page	http://www.katchenvironmental.com		
Active Certifications	SB (micro) Sep 25, 2013 - Sep 30, 2017		
	DVBE Oct 17, 2013 - Sep 30, 2017		
Business Types	Construction; Service;		
Classifications	[721214] Specialized public building construction services		
	[721540] Specialty building and trades services		
	[761016] Hazardous material decontamination		
	[771116] Environmental rehabilitation		
Keywords	[781416] Inspection		
	MOLD INSPECTION, MOLD REMEDIATION, LEAD INSPECTION, LEAD RISK ASSESSOR, HERS RATER, THERMOGRAPHY, ENVIRONMENTAL CONSULTANT, ENERGY AUDIT, LEAD REMOVAL, LEAD PROJECT MONITOR, ASBESTOS ABATEMENT. RESTORATION, DVBE, SMALL BUSINESS, LEAD PAINT, DEMOLITION, C		

[Back To Query Form](#)

Search Returned 1 Records

Thu May 14 15:39:06 PDT 2015

Query Criteria

Firm/DBA Name: MARRS SERVICES, INC
 Firm Type: DBE

Firm ID	8438
Firm/DBA Name	MARRS SERVICES, INC.
Address Line1	340 E. COMMONWEALTH AVENUE
Address Line2	
City	FULLERTON
State	CA
Zip Code1	92832
Zip Code2	
Mailing Address Line1	340 E COMMONWEALTH AVENUE
Mailing Address Line2	
Mailing City	FULLERTON
Mailing State	CA
Mailing Zip Code1	92832
Mailing Zip Code2	
Certification Type	DBE
EEmail	rubina@marrscorp.com
Contact Name	RUBINA CHAUDHARY
Area Code	(714)
Phone Number	213-8650
Fax Area Code	(714)
Fax Phone Number	213-8657
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	19; 30; 33; 36; 37; 40; 42; 56;
Districts	05; 07; 08; 11; 12;
DBE NAICS	237110; 237310; 541330; 541519; 541611; 541620; 561210;

ACDBE NAICS

Work Codes	C8702 MANAGEMENT INFORMATION SYSTEMS; C8710 ENGINEERING; C8715 CONSULTANT, ENGINEERING; C8720 CIVIL ENGINEERING; C8770 CONSTRUCTION MANAGEMENT; I7378 COMPUTER MAINTENANCE & REPAIR;
Licenses	B General Building Contractor; EC Civil Engineer;
Trucks	
Gender	F
Ethnicity	ASIAN SUBCONTINENT
Firm Type	DBE

[Back To Query Form](#)

[Back To Query Form](#)**Search Returned 2 Records**

Sat Nov 16 15:26:00 PST 2013

Query Criteria

Firm ID: 8438

Firm ID	8438
Firm/DBA Name	MARRS SERVICES, INC.
Address Line1	340 E. COMMONWEALTH AVENUE
Address Line2	
City	FULLERTON
State	CA
Zip Code1	92832
Zip Code2	
Mailing Address Line1	340 E COMMONWEALTH AVENUE
Mailing Address Line2	
Mailing City	FULLERTON
Mailing State	CA
Mailing Zip Code1	92832
Mailing Zip Code2	
Certification Type	SMBE
EMail	rubina@marrscorp.com
Contact Name	RUBINA CHAUDHARY
Area Code	(714)
Phone Number	213-8650
Fax Area Code	(714)
Fax Phone Number	213-8657
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	19; 30; 33; 36; 37; 40; 42; 56;
Districts	05; 07; 08; 11; 12;
DBE NAICS	237110; 237310; 541330; 541519; 541611; 541620; 561210;

ACDBE NAICS

Work Codes	C8702 MANAGEMENT INFORMATION SYSTEMS; C8710 ENGINEERING; C8715 CONSULTANT, ENGINEERING; C8720 CIVIL ENGINEERING; C8770 CONSTRUCTION MANAGEMENT; I7378 COMPUTER MAINTENANCE & REPAIR;
Licenses	B General Building Contractor; EC Civil Engineer;
Trucks	
Gender	F
Ethnicity	ASIAN SUBCONTINENT
Firm Type	SMBE

Firm ID	8438
Firm/DBA Name	MARRS SERVICES, INC.
Address Line1	340 E. COMMONWEALTH AVENUE
Address Line2	
City	FULLERTON
State	CA
Zip Code1	92832
Zip Code2	
Mailing Address Line1	340 E COMMONWEALTH AVENUE
Mailing Address Line2	
Mailing City	FULLERTON
Mailing State	CA
Mailing Zip Code1	92832
Mailing Zip Code2	

Certification Type SWBE
EEmail rubina@marrscorp.com
Contact Name RUBINA CHAUDHARY
Area Code (714)
Phone Number 213-8650
Fax Area Code (714)
Fax Phone Number 213-8657
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 19; 30; 33; 36; 37; 40; 42; 56;
Districts 05; 07; 08; 11; 12;
DBE NAICS 237110; 237310; 541330; 541519; 541611; 541620; 561210;

ACDBE NAICS

Work Codes C8702 MANAGEMENT INFORMATION SYSTEMS; C8710 ENGINEERING; C8715 CONSULTANT, ENGINEERING; C8720 CIVIL ENGINEERING; C8770 CONSTRUCTION MANAGEMENT; I7378 COMPUTER MAINTENANCE & REPAIR;
Licenses B General Building Contractor; EC Civil Engineer;
Trucks
Gender F
Ethnicity ASIAN SUBCONTINENT
Firm Type SWBE

[Back To Query Form](#)

California Certification Report

14102 - MARRS SERVICES INC - SB

Legal Business Name	MARRS SERVICES INC		
Doing Business As	MARRS SERVICES INC		
Address	340 E. COMMONWEALTH AVE	Phone	(714) 213-8650
	FULLERTON, CA 92832	FAX	(714) 213-8657
Email	rubina@marrscorp.com		
Web Page	http://www.marrscorp.com		
Active Certifications	SB Jul 7, 2015 - Jul 31, 2016		
Business Types	Service;		
Classifications	[411161] Manual test kits and quality controls and calibrators and standards		
	[432115] Computers		
	[432215] Call management systems or accessories		
	[711230] Integrated services		
	[761317] Oil spill cleanup		
	[771015] Environmental impact assessment		
	[771016] Environmental planning		
	[771017] Environmental advisory services		
	[771115] Environmental safety services		
	[781416] Inspection		
	[801116] Temporary personnel services		
	[811015] Civil engineering		
	[811017] Electrical and electronic engineering		
	[811018] Chemical engineering		
	[811022] Transportation engineering		
	[811115] Software or hardware engineering		
Keywords	[811415] Quality control		
	[811417] Production planning and control		
	[811418] Facilities management		
	[831015] Water and sewer utilities		
	[831018] Electric utilities		
	[951218] Utility buildings and structures		
	ENGINEERING SERVICES CONSTRUCTION MANAGEMENT SERVICES ENVIRONMENTAL SERVICES AIR AND WATER RESOURCE AND SOLID WASTE MANAGEMENT UXO MEC SERVICES PROJECT CONTROLS RISK ASSISMENT UTILITY UTILITIES COST ESTIMATE TRANSPORTATION FACILITIES,		

[Back To Query Form](#)**Search Returned 1 Records**

Fri Sep 04 15:19:47 PDT 2015

Query Criteria

Firm/DBA Name: UNICO Engineering

Firm Type: DBE

Firm ID	41342
Firm/DBA Name	UNICO ENGINEERING, INC.
Address Line1	110 BLUE RAVINE RD, SUITE 101
Address Line2	
City	FOLSOM
State	CA
Zip Code1	95630
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
E-Mail	cesar@unicoengineering.com
Contact Name	CESAR MONTES DE OCA
Area Code	(530)
Phone Number	903-9023
Alt Area Code	()
Alt Phone Number	
Fax Area Code	()
Fax Phone Number	
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	03; 05; 06; 09; 31; 34; 38; 57; 58;
Districts	03; 04; 10;
DBE NAICS	541330; 541340; 541360; 541370; 541620; 541990;

ACDBE NAICS

C8705 DESIGN; C8707 FEASIBILITY STUDIES; C8710 ENGINEERING; C8713 CONSULTANT, ENVIRONMENTAL; C8715 CONSULTANT, ENGINEERING; C8720 CIVIL ENGINEERING; C8733 CONSTRUCTION ENGINEERING & INSPECTION SERVICES; C8759 SURVEYING - AERIAL GEOPHYSICAL; C8765 DRAFTING; C8770 CONSTRUCTION MANAGEMENT; C8773 Construction Management - Highway, Street and Bridge Construction; C8774 Construction Management - Land Subdivision; C8776 Construction Management - Other Heavy and Civil Construction; C8778 Construction Management - Water and Sewer Line and Related Structure Construction; C8781 Engineering - Hydrology; C8784 Engineering - Value; C8852 SWPPP Planning;

Work Codes

Licenses EC Civil Engineer; LS Land Surveyor;

Trucks**Gender**

M

Ethnicity

HISPANIC

Firm Type

DBE

[Back To Query Form](#)

California Certification Report

1756792 - UNICO ENGINEERING INC - MB

Legal Business Name	UNICO ENGINEERING INC		
Doing Business As	UNICO ENGINEERING INC		
Address	110 Blue Ravine Road, Suite 101	Phone	(916) 900-6623
	FOLSOM, CA 95630	FAX	
Email	cesar@unicoengineering.com		
Web Page	http://www.unicoengineering.com		
Active Certifications	SB (micro) Aug 14, 2013 - Aug 31, 2017		
Business Types	Service;		
Classifications	[701718] Drainage services		
	[711514] Well service engineering		
	[711614] Well construction management services		
	[721410] Highway and road construction services		
	[721416] Mass transit system construction services		
	[771016] Environmental planning		
	[771217] Water pollution		
	[781416] Inspection		
	[801016] Project management		
	[811015] Civil engineering		
Keywords	[811022] Transportation engineering		
	[811516] Cartography		
	Full service civil engineering firm offering design, construction management, inspection, surveying, SWPPP, water, sewer, land development, master planning and fee program, and transportation.		

California Certification Report

1568820 - USC SUPPLY / USC CSR - MB | DVBE

Legal Business Name	UNITED SYNERGY CORPORATION		
Doing Business As	USC SUPPLY / USC CSR		
Address	12305 Locksley Lane	Phone	(530) 273-1639
	AUBURN, CA 95602	FAX	(530) 273-1740
Email	projects@uscsupply.net		
Web Page	http://www.uscsupply.net		
Active Certifications	SB (micro) Feb 20, 2013 - Mar 31, 2017		
	DVBE Feb 22, 2013 - Mar 31, 2017		
Business Types	Service; Non-Manufacturer;		
Classifications	[101615] Trees and shrubs		
	[251739] Electrical components		
	[271122] Masonry and concrete tools		
	[271127] Power tools		
	[301036] Structural products		
	[301115] Concrete and mortars		
	[301515] Roofing materials		
	[301518] Siding and exterior wall materials		
	[301617] Flooring		
	[301721] Garage doors and operators		
	[391213] Electrical boxes and enclosures and fittings and accessories		
	[401416] Valves		
	[401423] Pipe fittings		
	[401515] Pumps		
	[461815] Safety apparel		
	[461823] Fall protection and rescue equipment		
	Keywords	[701116] Flowering plants	
[701315] Land and soil protection			
[721519] Masonry and stonework services			
[721532] Coating and caulking and weather water and fireproofing services			
[921019] Rescue services			
[951218] Utility buildings and structures			
Keywords	construction supplies building supplies building materials roofing supplies roofing materials concrete electrical materials and supplies pipe fittings valves erosion control materials confined space monitoring & rescue services		

FORM E

ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE STATEMENT



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Form E: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority’s Conflict of Interest Policy defines organizational conflicts of interest as follows:

“Organizational Conflict of Interest” means a circumstance arising out of a Contractor’s existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant’s ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority’s procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

Proposer California Rail Builders and its team (including Proposer, Proposer Team members and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) have no past, present or planned interests which may result, or could be viewed as, as organizational conflict of interest in connection with the RFP.

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

Proposer California Rail Builders and its team (including Proposer, Proposer Team members and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) have no organizational conflicts of interest.

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.

Signature _____


Jose Baraja
Printed Name

Authorized Representative
Title

**Offering Organization Name,
Address, and Telephone**

California Rail Builders
5670 Wilshire Blvd, Suite 600
Los Angeles, CA 90036
(323) 302-4222

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



FORM F

VERIFICATION, VALIDATION AND SELF-CERTIFICATION COMMITMENT



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Form F: Verification, Validation and Self-Certification Commitment

The undersigned hereby unequivocally commits to developing and implementing a verification and validation process in accordance with the California High-Speed Rail Authority's "Verification, Validation and Self-Certification" requirements, stated in the "Verification, Validation and Self-Certification" clause (Section 54.4) of the General Provisions and the Verification, Validation and Self-Certification Procedures.

Signature of _____
Authorized Representative

Jose Barja

Printed Name

Authorized Representative
Title

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 1

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION CERTIFICATION



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

I, Jose Baraja hereby certify that
(Name of Entity's Official Representative)

California Rail Builders
(Name of Entity)

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or federal department or agency;
- Has not within a three-year period preceding this Proposal 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) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Has not within a five-year period preceding this Proposal in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens; and
- Has not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

If the Proposer or any Equity Member or Subcontractor is unable to certify to any of the statements in this certification, such prospective Proposer, Equity Member or Subcontractor shall attach an explanation to this certification.

Signature of [Redacted]

Jose Baraja
Printed Name

Authorized Representative
Title

**Organization Name,
Address, and Telephone**

California Rail Builders
5670 Wilshire Blvd, Suite 600
Los Angeles, CA 90036
(323) 302-4222

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 2
**NON-COLLUSION
AFFIDAVIT**



CALIFORNIA
HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Cert. 2: Non-Collusion Affidavit

State of California §

County of Los Angeles §

The undersigned declares:

I am the Authorized Representative of California Rail Builders,
(Position / Title) (Company)

the party making the foregoing Proposal, and that the Proposal is:

- NOT made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation
- Genuine and NOT collusive or a sham.

That the Proposer has NOT directly or indirectly induced or solicited any other Proposer to:

- Put in a false or sham Proposal; and
- Colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from bidding.

That the Proposer has NOT, in any manner directly or indirectly, sought by agreement, communication or conference with anyone to:

- Fix the Price Proposal of the Proposer or any other Proposer, or
- Fix any overhead, profit, or cost element of the Price Proposal, or of that of any other Proposer, or
- Secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

That all statements contained in the Proposal are true.

The Proposer has not and will not, directly or indirectly, for the purposes of effectuating a collusive or sham Price Proposal, submitted his or her Price Proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, for payment to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof

Signature of Official _____

Jose Baraja _____

Printed Name _____

Authorized Representative _____

Title _____

11/19/15



ACKNOWLEDGEMENT

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 Los Angeles)

On 11-19-15 before me, Gwenn Albright Notary Public
(insert name and title of the officer)

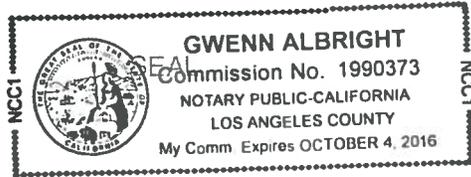
personally appeared Jose Baraja
who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Redacted Signature]

Notary Signature



RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 3

ORGANIZATIONAL CONFLICTS OF INTEREST AFFIDAVIT



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Cert. 3: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Jose Baraja
who, after being by me duly sworn, on oath deposed as follows:

My name is Jose Baraja I am the Authorized Representative
(Entity's Official Representative Printed Name) (Title)
of California Rail Builders
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

An **“Organizational Conflict of Interest”** means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

1. California Rail Builders, its officers, employees, and agents, are subject
(Entity Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of California Rail Builders
(Entity Name)
its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 14-32 or any contract that may be entered as a result of this Request for Proposals.

2. California Rail Builders, its officers, employees, and agents, do not
(Entity Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
3. If an Organizational Conflict of Interest is discovered at any time in the future,



California Rail Builders will submit an Organizational Conflicts of Interest Disclosure Statement (Form E), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.

Signature of _____
[Redacted Signature]

11/19/15

Jose Baraja
Printed Name

Authorized Representative
Title

ACKNOWLEDGEMENT

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 Los Angeles

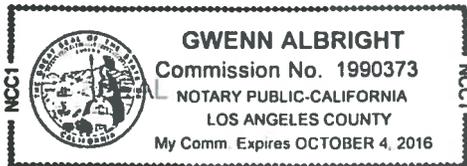
On 11-19-15 before me, Gwenn Albright, Notary Public
(insert name and title of the officer)

personally appeared Jose Baraja who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal
[Redacted Notary Signature]

Notary Signature
[Handwritten Signature]



RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 4

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Cert. 4: Equal Employment Opportunity Certification

The undersigned certifies on behalf of California Rail Builders that:

California Rail Builders

(Name of entity making certification)

Check one of the following boxes:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature of 

Jose Baraja
Printed Name

Authorized Representative
Title

**Offering Organization Name,
Address, and Telephone**

California Rail Builders
5670 Wilshire Blvd, Suite 600
Los Angeles, CA 90036
(323) 302-4222

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 5

NON-DISCRIMINATION CERTIFICATION



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

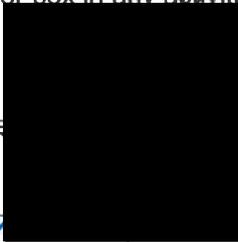
Cert. 5: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Contract.

Signature of Official F

Jose Baraja
Printed Name

Authorized Representative
Title



**Offering Organization Name,
Address, and Telephone**

California Rail Builders
5670 Wilshire Blvd, Suite 600
Los Angeles, CA 90036
(323) 302-4222

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 7
**DRUG FREE
WORKPLACE PROGRAM
CERTIFICATION**



CALIFORNIA
HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32



Cert. 7: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority's pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.

Signature of Official _____
 Jose Baraja _____
 Printed Name _____

Authorized Representative _____
 Title _____



**Offering Organization Name,
Address, and Telephone**

California Rail Builders 5670 Wilshire Blvd, Suite 600 Los Angeles, CA 90036 (323) 302-4222
--

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 8
**BUY AMERICA
CERTIFICATIONS**



CALIFORNIA
HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Cert. 8: Buy America Certifications

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: November 25, 2015

Signature: _____

Printed Name: Jose Baraja

Company Name: California Rail Builders

Title: Authorized Representative

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



CERTIFICATION 12

PROPOSER'S OVERALL PROJECT SMALL BUSINESS GOAL COMMITMENT AFFIDAVIT



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Cert. 12: Proposer's Overall Project Small Business Goal Commitment Affidavit

AFFIDAVIT

STATE OF California §
§
§
COUNTY OF Los Angeles §

The undersigned, being first duly sworn, deposes and says that:

Jose Baraja
(Name)

is the Official Representative of

California Rail Builders
(Proposer's Name)

the Proposer submitting the foregoing Proposal.

(If the Proposer has not yet been formed, modify this form as appropriate to include the names of all of the Principal Participants and to indicate that the Official Representative is signing the form on behalf of all of the Principal Participants.)

The Proposer has carefully examined all documents that form this Request for Proposal and is aware that California High-Speed Rail Authority (Authority) has established an overall project Small Business goal of 30 percent, inclusive of Small Businesses, Disadvantaged Business Enterprises, Disabled Veteran Business Enterprises and Microbusinesses for Construction Package 4 of the Initial Construction Segment of the California High-Speed Rail Program, in conformance with Executive Order S-02-06, Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of Title VI, as set forth in the Authority's Small and Disadvantaged Business Enterprise Program. The 30 percent goal is inclusive of a 10 percent DBE goal and a 3 percent DVBE goal on federally assisted contracts.

The Proposer will aggressively exercise Good Faith Efforts to the satisfaction of the Authority to meet or exceed the overall project Small Business goal, consistent with the Proposer's approved Performance Plan developed in accordance with the Authority's Small and Disadvantaged Business Enterprise Program.

Signature of  ive

11/19/15

Jose Baraja
Printed Name

Authorized Representative
Title



RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015

ACKNOWLEDGEMENT

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 Los Angeles

On 11-19-15 before me, Gwenn Albright, Notary Public
(insert name and title of the officer)

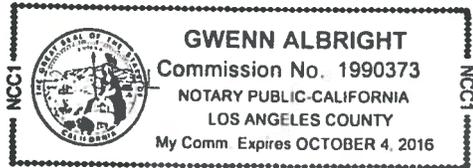
personally appeared Jose Baraja,
who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/het/their authorized capacity(ies), and that by his/het/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Redacted Notary Signature]

Notary Signature



RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 13
**ESCROWED PROPOSAL
DOCUMENTS
CERTIFICATION**



CALIFORNIA
HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32



Cert. 13: Escrowed Proposal Documents Certification

The undersigned does hereby certify that s/he has personal knowledge of the preparation of the proposal cost and pricing documents, that s/he has examined the documents, and that, to the best of his/her knowledge, the documentation is complete and accurate and otherwise complies with the Authority's "Escrowed Proposal Documentation" clause relating to this solicitation.

 Signature of _____

 Jose Baraja
 Printed Name

 Authorized Representative
 Title



**Offering Organization Name,
Address, and Telephone**

California Rail Builders 5670 Wilshire Blvd, Suite 600 Los Angeles, CA 90036 (323) 302-4222
--

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



SURETY LETTER



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32



Zurich American Insurance Company
Liberty Mutual Insurance Company
The Insurance Company of the State of Pennsylvania
American Home Assurance Company
XL Specialty Insurance Company
The Continental Insurance Company

November 25, 2015

California High-Speed Rail Authority
770 L Street
Suite 1160
Sacramento, California 95814

Attn: Ms. Rebecca Harnagel, P.E

Proposer: California Rail Builders

**Project: Request for Proposals for Design-Build Services
For Construction Package 4
RFP No.: HSR 14-32**

Dear Ms. Harnagel:

The surety program for the Proposer is supported by the undersigned sureties as co-sureties (the "Co-Sureties"). All of the Co-Sureties are registered with the California State Insurance Commissioner, appear on the current Authorized Insurance List in the State of California published by the Office of the Insurance Commissioner and have an A.M. Best's Rating Service classification of "A-IX" or better. Zurich American Insurance Company will be the lead surety for this Project.

The Co-Sureties are committed to providing a Performance Bond and Payment Bond, each in substantially the form provided in the Signature Document, naming the Proposer as obligor. This commitment is subject to award of the Contract to the Proposer within the validity period for Proposals.

It is the position of the Co-Sureties that they have not defaulted on any of their obligations as a surety within the past ten years. Notwithstanding the foregoing, from time to time certain obligees and/or claimants may have alleged or asserted that one or more of the Co-Sureties was in default of one or more of its alleged obligations under a

surety bond. It is the position of the Co-Sureties that such allegations have stemmed from good faith disputes over the timing or scope of an underlying obligation of the sureties or, in some cases, whether any obligation even existed. In such cases, the Co-Sureties fully and timely discharged their obligations as they have been determined, whether judicially, voluntarily or by some other method of resolution.

Sincerely,

Zurich American Insurance Company

Liberty Mutual Insurance Company

By:

Michael Dougherty, Attorney-in-Fact

Michael Dougherty, Attorney-in-Fact

The Insurance Company of the State of Pennsylvania

American Home Assurance Company

By:

Michael Dougherty, Attorney-in-Fact

By:

Michael Dougherty, Attorney-in-Fact

XL Specialty Insurance Company

The Continental Insurance Company

By:

Michael Dougherty, Attorney-in-Fact

Michael Dougherty, Attorney-in-Fact

STATE OF ILLINOIS
COUNTY OF COOK

I, Adrienne C. Stevenson, a Notary Public in and for said County, do hereby certify that Michael Dougherty as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

Liberty Mutual Insurance Company	A Massachusetts Corporation
The Continental Insurance Company	A Pennsylvania Corporation
XL Specialty Insurance Company	A Delaware Corporation
Zurich American Insurance Company	A New York Corporation
The Insurance Company of the State of Pennsylvania	A Pennsylvania Corporation
American Home Assurance Company	A New York Corporation

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,

this 25th day of November A.D. 2015



Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint C. R. HERNANDEZ, Katherine J. FOREIT, Adrienne C. STEVENSON, Beatriz POLITO, Amy B. WICKETT, John K. JOHNSON, Michael DOUGHERTY, Triniy GARCIA and Rebecca J. HOBBS, all of Chicago, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of February, A.D. 2015.

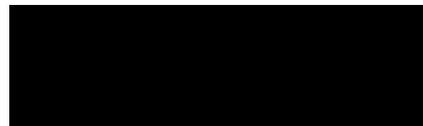
ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 

*Secretary
Eric D. Barnes*



*Vice President
Thomas O. McClellan*

State of Maryland
County of Baltimore

On this 6th day of February, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

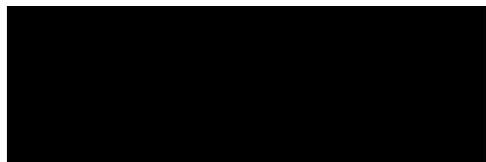
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25 day of November, 2015.



Michael Bond, Vice President

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7143968

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adrienne C. Stevenson; Amy B. Wickett; C. R. Hernandez; John K. Johnson; Katherine J. Foreit; Michael Dougherty; Rebecca Hobbs; Triniy Garcia

all of the city of CHICAGO, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of October, 2015



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: [Redacted Signature]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of October, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: [Redacted Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25 day of November, 2015



By: [Redacted Signature]
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

POWER OF ATTORNEY

The Insurance Company of the State of Pennsylvania

Power No. 26905

Principal Bond Office: 175 Water Street, New York, NY 10038

No. 02-B-08785

KNOW ALL MEN BY THESE PRESENTS:

That The Insurance company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

---Amy B. Wickett, Cynthia R. Hernandez, Katherine J. Foreit, Beatriz Polito, Adrienne C. Stevenson, Michael Dougherty, Trinity R. Garcia, John K. Johnson Chicago, Illinois---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania has executed these presents

this 28th day of September, 2015



Michael Yang, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 28th day of September, 2015 before me came the above named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office

JULIANA HALLENBECK
Notary Public - State of New York
No. 01HA8125871
Qualified in Bronx County
My Commission Expires April 18, 2017

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business.

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation

this 25 day of November, 2015



Denis Butkovic, Secretary

POWER OF ATTORNEY

American Home Assurance Company

Power No. 26878

National Union Fire Insurance Company of Pittsburgh, PA.

Principal Bond Office: 175 Water Street, New York, NY 10038

No. 02-B-08785

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA, a Pennsylvania corporation, does each hereby appoint

---Amy B. Wickett, Cynthia R. Hernandez, Katherine J. Foreit, Beatriz Polito, Adrienne C. Stevenson, Michael Dougherty, Triniy R. Garcia, John K. Johnson Chicago, Illinois---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents

this 28th day of September, 2015



Michael Yang, Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this 28th day of September, 2015 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.



JULIANA HALLENBECK
Notary Public - State of New York
No. 01HA6125871
Qualified in Bronx County
My Commission Expires April 18, 2017

CERTIFICATE

Exerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof.

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing exerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 25 day of November, 2015



Denis Butkovic, Secretary



XL Group
Insurance
Reinsurance

Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
UNLIMITED POWER OF ATTORNEY
XL1514830

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint: *Trinity Garcia, Beatriz Polito, Katherine J. Forek, Michael Dougherty, Adrienne C. Stevenson, Amy B. Wickett, C. R. Hernandez*

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - In - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 19th day of September 2014.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

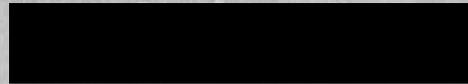
RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this September 19th, 2014.



XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

By:



David S. Hewett, SENIOR VICE PRESIDENT

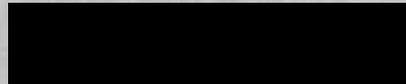
Attest:



Toni Ann Perkins, SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 19th day of September, 2014, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Executive Vice President of XL SPECIALTY INSURANCE COMPANY and Senior Vice President of GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument are such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Kim D. Silva, NOTARY PUBLIC

STATE OF CONNECTICUT

SB-0034 - 3/11

COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporations, at the City of Stamford, this 25 day of November 2015



[Redacted Signature]

Toni Ann Perkins, SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 19th day of September, 2014.



XL REINSURANCE AMERICA INC.

by: [Redacted Signature]

John P. Welch, PRESIDENT & CEO

Attest:

[Redacted Signature]

Toni Ann Perkins, SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 19th day of September, 2014, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



[Redacted Signature]

Kim D. Silva, NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this ___ day of _____.



[Redacted Signature]

Toni Ann Perkins, SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after September 19, 2019
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

C R Hernandez, Beatriz Polito, Adrienne C Stevenson, John K Johnson, Amy B Wickett, Katherine J Foreit, Michael Dougherty, Triniy Garcia, Rebecca Hobbs , Individually

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2015.

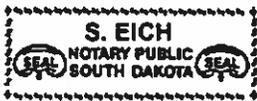


The Continental Insurance Company


Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires February 12, 2021

S. Eich  Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 25 day of November, 2015.



The Continental Insurance Company


D. Bult Assistant Secretary

Authorizing Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

JOINT AND SEVERAL LIABILITY LETTER



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32



Joint and several liability letter is not applicable for our team.

ORGANIZATIONAL DOCUMENTS



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

LIMITED LIABILITY COMPANY AGREEMENT

OF

CALIFORNIA RAIL BUILDERS, LLC

CONFIDENTIAL

CHANGES IN PROPOSER'S ORGANIZATION



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

**There have been no changes in proposer's organization
since the Authority's short-listing decision.**

LEGAL ISSUES, LIABILITIES OR PROCEEDINGS



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32





PROPOSER: California Rail Builders

November 25, 2015

California High-Speed Rail Authority
Program Management
Attention: Rebecca Harnagel, P.E.
770 L Street, Suite 620 MS2
Sacramento, CA 95814

RE: Request for Proposals for Design-Build Services for Construction Package 4, Instructions to Proposers, Part A, Section 8.3.1 Volume 1A – Legal Issues, Liabilities or Proceedings

Dear Ms. Harnagel:

This letter serves as certification that there have not been any additional legal issues, liabilities or proceedings since the SOQ submission, which were required to be disclosed in the SOQ submission as set out in CP4-RFI-0259. Specifically, there is no litigation pending by a project owner against the Proposer or any affiliate, including cross-claims.

Further, this letter serves as certification that there have not been any legal issues, liabilities or proceedings since the SOQ submission, which are required to be disclosed by Section 8.3.1 of the ITP. Specifically, since the SOQ submission:

- a. **Legal Issues** – There have been no significant anticipated legal issues which the Proposer must resolve in order to carry out the Project and its obligations under a Contract.
- b. **Legal Liabilities** – There have not been any instances involving transportation civil infrastructure projects in which the Proposer or Equity Member (or its parent company; its subsidiary companies; any company under joint ownership with such firm; any joint ventures or limited liability companies in which such firm is a member; and any partnership in which such firm is a general partner) was (i) determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract or (ii) terminated for cause.
- c. **Legal Proceedings** – There has not been an arbitration, litigation, dispute review board, enforcement proceeding resulting in assessment of monetary penalty,



fine or criminal penalty, and other dispute resolution proceeding involving Proposer or Equity Member (or its parent company; its subsidiary companies; any company under joint ownership with such firm; any joint ventures or limited liability companies in which such firm is a member; and any partnership in which such firm is a general partner) and involving an amount in excess of \$500,000 related to performance in transportation civil infrastructure projects or compliance with any environmental Law with a contract value in excess of \$25 million.

Sincerely,
California Rail Builders



Jose Baraja
Authorized Representative

EQUITY MEMBER



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposals | RFP Number: HSR 14-32



FORM E

ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE STATEMENT



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Form E: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

"Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

Ferrovial Agroman US Corp. has no past, present or planned interests which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

Ferrovial Agroman US Corp. has no organizational conflicts of interest.

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.



Ignacio Vivancos
Printed Name

Managing Director
Title

Offering Organization Name,
Address, and Telephone

Ferrovial Agroman US Corp.
9600 Great Hills Trail
Suite 200E
Austin, TX 78759
(512) 637-8588



CERTIFICATION 1

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION CERTIFICATION



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

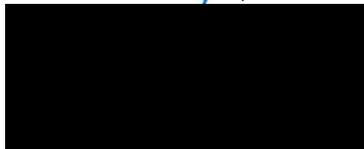
Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

I, Ignacio Vivancos hereby certify that
(Name of Entity's Official Representative)

Ferrovial Agroman US Corp.
(Name of Entity)

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or federal department or agency;
- Has not within a three-year period preceding this Proposal 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) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Has not within a five-year period preceding this Proposal in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens; and
- Has not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

If the Proposer or any Equity Member or Subcontractor is unable to certify to any of the statements in this certification, such prospective Proposer, Equity Member or Subcontractor shall attach an explanation to this certification.



Ignacio Vivancos

Printed Name

Managing Director

Title

Organization Name,
Address, and Telephone

<p>Ferrovial Agroman US Corp. 9600 Great Hills Trail Suite 200E Austin, TX 78759 (512) 637-8588</p>

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 3

ORGANIZATIONAL CONFLICTS OF INTEREST AFFIDAVIT



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

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Cert. 3: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Ignacio Vivancos who, after being by me duly sworn, on oath deposed as follows:

My name is Ignacio Vivancos I am the Managing Director
(Entity's Official Representative Printed Name) (Title)
of Ferrovial Agroman US Corp.
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

An "**Organizational Conflict of Interest**" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

- 1. Ferrovial Agroman US Corp., its officers, employees, and agents, are subject to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of Ferrovial Agroman US Corp. its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 14-32 or any contract that may be entered as a result of this Request for Proposals.

- 2. Ferrovial Agroman US Corp., its officers, employees, and agents, do not have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
- 3. If an Organizational Conflict of Interest is discovered at any time in the future,



RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015

Ferrovial Agroman US Corp. will submit an Organizational Conflicts of Interest Disclosure Statement (Form E), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.

[Redacted Signature]

Signature of

Ignacio Vivancos
Printed Name

Managing Director
Title

ACKNOWLEDGEMENT

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 Texas
County of Travis)

On November 20, 2015 before me, Daphane Ygnacio
(insert name and title of the officer)

personally appeared Ignacio Vivancos, who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Redacted Notary Signature]



RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 4

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Cert. 4: Equal Employment Opportunity Certification

The undersigned certifies on behalf of Ferrovial Agroman US Corp. that:

Ferrovial Agroman US Corp.

(Name of entity making certification)

Check one of the following boxes:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.



Ignacio Vivancos
Printed Name

Managing Director
Title

Offering Organization Name,
Address, and Telephone

Ferrovial Agroman US Corp.
9600 Great Hills Trail
Suite 200E
Austin, TX 78759
(512) 637-8588

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 5

NON-DISCRIMINATION CERTIFICATION



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

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Cert. 5: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Contract.

Signature: [Redacted]

Printed Name: Ignacio Vivancos

Title: Managing Director

**Offering Organization Name,
Address, and Telephone**

Ferrovial Agroman US Corp.
9600 Great Hills Trail
Suite 200E
Austin, TX 78759
(512) 637-8588

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 6

CERTIFICATION REGARDING LOBBYING



CALIFORNIA HIGH-SPEED RAIL PROJECT

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Cert. 6: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that the following are true:

- No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



 Signature Representative
 Ignacio Vivancos

 Printed Name
 Managing Director

 Title

**Offering Organization Name,
Address, and Telephone**

Ferrovial Agroman US Corp. 9600 Great Hills Trail Suite 200E Austin, TX 78759 (512) 637-8588
--

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 7
**DRUG FREE
WORKPLACE PROGRAM
CERTIFICATION**



CALIFORNIA
HIGH-SPEED RAIL PROJECT

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Proposal | RFP Number: HSR 14-32



Cert. 7: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority's pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.



 Sign
 Ignadio Vivancos

 Printed Name
 Managing Director

 Title

**Offering Organization Name,
Address, and Telephone**

Ferrovia Agroman US Corp. 9600 Great Hills Trail Suite 200E Austin, TX 78759 (512) 637-8588

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 8
**BUY AMERICA
CERTIFICATIONS**



CALIFORNIA
HIGH-SPEED RAIL PROJECT

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Cert. 8: Buy America Certifications

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: November 25, 2015

Signature: 

Printed Name: Ignacio Vivancos

Company Name: Ferrovial Agroman US Corp.

Title: Managing Director

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



CERTIFICATION 9
**IRAN CONTRACTING
CERTIFICATION**



CALIFORNIA
HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

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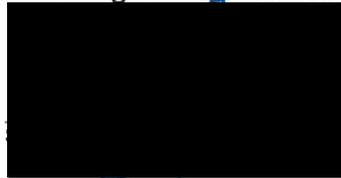
Cert. 9: Iran Contracting Certification

Section 2200 et seq. of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods and services of \$1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of \$20,000,000 or more in the energy sector of Iran and financial institutions that extend \$20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with Section 2204 of the California Public Contract Code, the undersigned hereby certifies that:

- It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a), or as a person described in Section 2202.5(b), as applicable; or
- It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a bid or proposal in response to this RFP HSR 14-32 Design-Build Services for Construction Package 4 of the Initial Construction Segment of the California High-Speed Rail Program.

Providing a false certification may result in civil penalties and sanctions.



Ignacio Vivancos
Printed Name

Managing Director
Title

Offering Organization Name,
Address, and Telephone

Ferrovial Agroman US Corp.
9600 Great Hills Trail
Suite 200E
Austin, TX 78759
(512) 637-8588

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 10

DARFUR CONTRACTING ACT CERTIFICATION



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
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Cert. 10: Darfur Contracting Act Certification

Pursuant to Public Contract Code section 10478, if a Proposer currently or within the previous three (3) years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code Section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph No. 1 or Paragraph No. 2, or via initials and certification for Paragraph No. 3):

1. We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.
Initials

OR

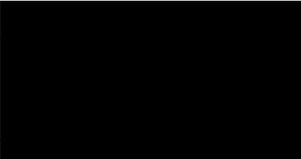
2. We are a scrutinized company as defined in Public Contract Code Section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code Section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.
Initials

OR

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company below as defined in Public Contract Code Section 10476.
Initials

Certification for Paragraph No. 3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Proposer to the clause listed above in Paragraph No. 3. This certification is made under the laws of the State of California.

Entity Name (Printed)		Federal ID Number
Ferrovial Agroman US Corp.		
By (Official Representative Signature)		
		
Printed Name and Title of Person Signing		
Ignacio Vivancos, Managing Director		
Date Executed	Executed in the County and State of	
November 20, 2015	Travis, Texas	

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



CERTIFICATION 11
**CERTIFICATION
REGARDING
MISCELLANEOUS STATE
REQUIREMENTS**



CALIFORNIA
HIGH-SPEED RAIL PROJECT

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Cert. 11: Certification Regarding Miscellaneous State Requirements

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Entity Name (Printed) Ferrovial Agroman US Corp		Federal ID Number [REDACTED]
By (Official Representative Signature) [REDACTED]		
Printed Name and Title of Person Sign Ignacio Vivancos, Managing Director		
Date Executed November 20, 2015	Executed in the County and State of Travis, Texas	

Contractor Certification Clauses:

- **Statement of Compliance** - Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
- **National Labor Relations Board Certification** - Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
- **Expatriate Corporations** - Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
- **Domestic Partners** - For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



ORGANIZATIONAL DOCUMENTS



CALIFORNIA HIGH-SPEED RAIL PROJECT

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GUARANTOR



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
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Proposals | RFP Number: HSR 14-32



FORM E

ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE STATEMENT



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Form E: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority’s Conflict of Interest Policy defines organizational conflicts of interest as follows:

“Organizational Conflict of Interest” means a circumstance arising out of a Contractor’s existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant’s ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority’s procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

Ferrovial Agroman, S.A. has no past, present or planned interests which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

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3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

Ferrovial Agroman, S.A. has no organizational conflicts of interest.

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement other than as disclosed above.

Sign

Ignacio Vivancos
Printed Name

Authorized Representative
Title

Offering Organization Name,
Address, and Telephone

Ferrovial Agroman, S.A.
Ribera del Loira 42
Madrid, Spain 28042
34.91.300.85.00

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CERTIFICATION 1

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION CERTIFICATION



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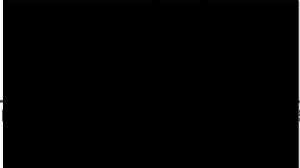
Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

I, Ignacio Vivancos hereby certify that
(Name of Entity's Official Representative)

Ferrovial Agroman, S.A.
(Name of Entity)

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or federal department or agency;
- Has not within a three-year period preceding this Proposal 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) transaction or contract under a public transaction; violation of federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Has not within a five-year period preceding this Proposal in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens; and
- Has not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

If the Proposer or any Equity Member or Subcontractor is unable to certify to any of the statements in this certification, such prospective Proposer, Equity Member or Subcontractor shall attach an explanation to this certification.

Sig 

Ignacio Vivancos
Printed Name

Authorized Representative
Title

**Organization Name,
Address, and Telephone**

Ferrovial Agroman, S.A.
 Ribera del Loira 42
 Madrid, Spain 28042
 34.91.300.85.00

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CERTIFICATION 3

ORGANIZATIONAL CONFLICTS OF INTEREST AFFIDAVIT



CALIFORNIA HIGH-SPEED RAIL PROJECT

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Cert. 3: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Ignacio Vivancos
who, after being by me duly sworn, on oath deposed as follows:

My name is Ignacio Vivancos I am the Authorized Representative
(Entity's Official Representative Printed Name) (Title)
of Ferrovial Agroman, S.A.
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

An "**Organizational Conflict of Interest**" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

1. Ferrovial Agroman, S.A., its officers, employees, and agents, are subject
(Entity Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

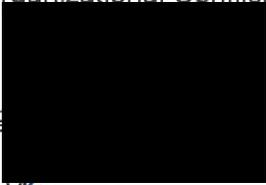
A diligent search of the relationships and interests of Ferrovial Agroman, S.A.
(Entity Name)
its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 14-32 or any contract that may be entered as a result of this Request for Proposals.

2. Ferrovial Agroman, S.A., its officers, employees, and agents, do not
(Entity Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
3. If an Organizational Conflict of Interest is discovered at any time in the future,



Ferrovial Agroman, S.A. will submit an Organizational Conflicts of Interest Disclosure Statement (Form E), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.

Signature



Ignacio Vivancos
Printed Name

Authorized Representative
Title

ACKNOWLEDGEMENT

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 Texas
County of Travis)

On November 20, 2015 before me, Daphane Ygnacio
(insert name and title of the officer)

personally appeared Ignacio Vivancos, who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature



CERTIFICATION 4

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION



CALIFORNIA HIGH-SPEED RAIL PROJECT

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Cert. 4: Equal Employment Opportunity Certification

The undersigned certifies on behalf of Ferrovial Agroman, S.A. that:

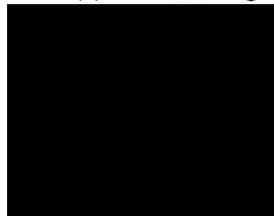
Ferrovial Agroman, S.A.
(Name of entity making certification)

Check one of the following boxes:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.



 ntative

Ignacio Vivancos
 Printed Name

Authorized Representative
 Title

**Offering Organization Name,
Address, and Telephone**

Ferrovial Agroman, S.A. Ribera del Loira 42 Madrid, Spain 28042 34.91.300.85.00
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CERTIFICATION 5

NON-DISCRIMINATION CERTIFICATION



CALIFORNIA HIGH-SPEED RAIL PROJECT

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Cert. 5: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Contract.

Signature of Authorized Representative

Ignacio Vivancos
Printed Name

Authorized Representative
Title

**Offering Organization Name,
Address, and Telephone**

Ferrovial Agroman, S.A.
Ribera del Loira 42
Madrid, Spain 28042
34.91.300.85.00

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CERTIFICATION 7
**DRUG FREE
WORKPLACE PROGRAM
CERTIFICATION**



CALIFORNIA
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Cert. 7: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority’s pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.



 Representative
 Ignacio Vivancos

 Printed Name
 Authorized Representative

 Title

**Offering Organization Name,
Address, and Telephone**

Ferrovial Agroman, S.A. Ribera del Loira 42 Madrid, Spain 28042 34.91.300.85.00
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CERTIFICATION 8
**BUY AMERICA
CERTIFICATIONS**



CALIFORNIA
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Cert. 8: Buy America Certifications

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: November 20, 2015

Signature: 

Printed Name: Ignacio Vivancos

Company Name: Ferrovial Agroman, S.A.

Title: Authorized Representative

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



ORGANIZATIONAL DOCUMENTS



CALIFORNIA HIGH-SPEED RAIL PROJECT

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CLASE 8.^a
123456789

(TRADUCCIÓN JURADA DEL ORIGINAL EN ESPAÑOL AL INGLÉS)
(SWORN TRANSLATION FROM SPANISH ORIGINAL INTO ENGLISH)

BUSINESS REGISTRY OF MADRID

Pº DE LA CASTELLANA, 44
28046 MADRID

SPECIAL CERTIFICATE

I, the undersigned Business Registrar, do hereby certify:

That, at the request of Ferrovial Agroman SA requesting the issuance of a certificate referring to the Company "**FERROVIAL AGROMAN SA**", including the Articles of Association, I have examined the books of the Registry and with reference to the aforesaid Company it appears:

1. That the excerpt attached hereto is the result of the entries pertaining to the aforesaid Company made on page M-8385, opened at the Registry for the Company currently called "**FERROVIAL AGROMAN SA**" that include what is requested.

2. That there are no subsequent entries amending or revoking the aforesaid particulars.

3. That neither the dissolution nor the liquidation thereof appear recorded, therefore it remains **in force**.

4. That, according to the **diary book**, no document pending registration affecting the information hereby attested has been lodged.

This certificate is issued on this sheet and 8 further sheets of stamped paper of this Registry, number 8334969 to 8334976, both inclusive.

Madrid, this 13th October 2015.

The Business Registrar,

[Illegible signature].

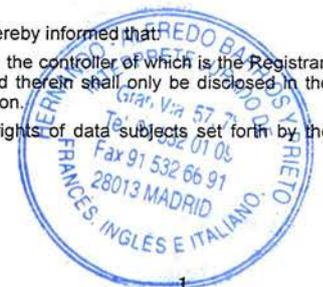
[The Seal of Manuel Álvarez Gómez, Business Registrar of Madrid, is affixed].

Note. Request presented in the Diary Book of certificates under entry number 38054/2015.

Fees: according to invoice.

Act on Personal Data Protection: For the purposes of Organic Act 15/1999, dated 13th December, on Personal Data Protection, you are hereby informed that

1. The personal data provided in this document have been incorporated to the Registry's file and to the files kept on the basis thereof, the controller of which is the Registrar. The use and purpose of such data are those expressly set forth in the Business Registry Regulations. The information contained therein shall only be disclosed in the cases provided for in the Law or in order to comply with requests of formal publicity made pursuant to the Business Registry legislation.
2. To the extent they are compatible with the Business Registry legislation, any access, correction, cancellation and opposition rights of data subjects set forth by the aforesaid Organic Act, can be exercised by sending a letter to the Business Registry's address.
3. Obtaining and processing your data in the way aforesaid is *sine qua non* condition to be provided with these services.



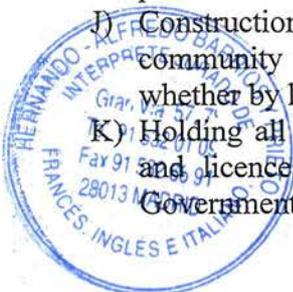
ARTICLES OF ASSOCIATION OF FERROVIAL AGROMÁN, S.A.

TITLE I.- General Provisions.

ARTICLE 1.- The Company is called FERROVIAL AGROMÁN, S.A., and it shall be governed hereafter by these Articles of Association and, in matters not foreseen or regulated therein, by the applicable current legal provisions.

ARTICLE 2.- The object of the Company is:

- A) Study, concession, construction and operation of all kinds of works, whether public or private, being able to attend tenders and auctions for related contracting and draft, throughout all the formalities, private bids until awards are obtained;
- B) Acquisition, by purchase, denouncement or concession, and operation and sale of land, mines, quarries, use of water, workshops and industries related to the building industry;
- C) Management, administration, acquisition, promotion, disposal, refurbishment and operation, in any way whatsoever, of building plots, land, residential complexes, housing estates or real estate promotions, and in general all kinds of real estate assets;
- D) Manufacturing, acquisition, supply, importation, exportation, lease, installation, maintenance, distribution and operation of machinery, tools, vehicles, material installations, equipment and furnishings of all kinds, including urban furniture and equipment;
- E) Acquisition, operation, sale and cession of industrial and intellectual property rights;
- F) Provision of services related to conservation, repairs, maintenance, clearing and cleaning all kinds of building sites, installations and services, and public and private concerns;
- G) Provision of services inherent to engineering activity, such as performance of projects, studies, analysis reports and trials;
- H) Preparation of projects and studies, construction, maintenance, operation and commercialisation of all kinds of installations and services of supplies, purification, transformation and processing of all kinds of liquid and solid waste. Research and development into these same fields;
- I) Provision of services related to the environment, such as pollution and noise control and integral waste management, as much to their collection and purification as to their, transformation and processing;
- J) Construction, execution, operation and rendering of all kinds of public or community services related to the city and intercity transport infrastructure, whether by land, sea or air;
- K) Holding all kinds of concessions, sub-concessions, administrative authorisations and licences for works, services and mixed projects by the State, Regional Governments, Provinces and Municipalities, Autonomous Bodies, Autonomous





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CLASE 8.ª

- Entities and, in general, by any foreign State and international institution whatsoever;
- L) Distribution, operation of transport and exchange of any kind of signals through all kinds of telecommunications networks whatsoever that may arise from the above activities;
 - M) Provision of any kind of service, administration and consulting and companies and firms, the advisory services related to accounting, legal, technical, financial, tax, human resources and labour assistance;
 - N) The management, administration of securities representing shareholders' equity in non-resident entities in the Spanish territory and the placement of financial resources derived from the activities constituting the aforesaid social object through the relevant organisation of material and personal means and excluding those activities reserved, by virtue of the legislation currently in force, to Securities' Firms and/or Financial Institutions.

The activities listed under the above letters may be performed by the Company fully or partially, indirectly by holding stakes in companies with a similar object.

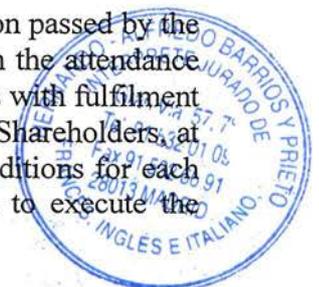
ARTICLE 3.- The Company is for a perpetual term, having commenced its operations since incorporation in the public deed executed on 8th July 1929, although it may be dissolved at any time whatsoever if validly resolved.

ARTICLE 4.- The registered office is set at Madrid, C/ Ribera del Loira num. 42, Edificio num. 3.

The Board of Directors may establish, suppress or transfer as many branches, agencies, delegations, representative offices and personnel of same as it deems fit, whether in Spain or abroad. The Board of Directors may vary the registered office within the municipal district of Madrid.

"Article 5.- SHARE CAPITAL The share capital is set at ONE HUNDRED AND NINETY MILLION FIVE HUNDRED AND NINETY-EIGHT THOUSAND TWO HUNDRED AND TWENTY-FOUR EUROS AND SEVENTY-FOUR CENTS (EUR 190,598,224.74), represented by two hundred and forty-seven million five hundred and thirty thousand one hundred and sixty-two (247,530,162) registered, equal, cumulative and indivisible shares, of SEVENTY-SEVEN EURO CENTS (EUR 0.77) of face value each one of them, numbered correlatively from 1 to 249,530,162, both inclusive, all fully underwritten and paid."

ARTICLE 6.- The share capital may be increased or decreased by resolution passed by the General Meeting of Shareholders, when duly called for that purpose, with the attendance quorum required by the legal regulations applicable to said ends, as well as with fulfilment of the other requisites set by Law, in each case. The General Meeting of Shareholders, at the proposal of the Board of Directors, shall determine the terms and conditions for each new issue and the Board of Directors shall have the necessary powers to execute the resolutions adopted thereon by the General Meeting of Shareholders.



The General Meeting of Shareholders may delegate all the powers that may be legally delegated upon the Board of Directors as to increase or decrease of the share capital.

In increases of the share capital with issue of new ordinary or privileged shares, the former shareholders and holders of convertible bonds may exercise their right to subscribe shares in proportion to the face value of the shares they hold, or those to which holders of convertible bonds would be entitled if they were to exercise their right to conversion at that time, within the term they are granted by the Administration of the Company, which shall not be less than a month from publication of the subscription offer for the new issue in the Official Gazette of the Business Registry.

The pre-emptive subscription rights may be conveyed on the same terms as the shares giving the right thereto.

In the case of increases of share capital from reserves, the same rule shall be applicable to the rights assigned free of charge to the new shares.

Holders of shares that do not have a sufficient number of titles to obtain at least one share from the aforementioned issues may be grouped together to exercise their right.

ARTICLE 7.- The rights and obligations inherent to the share belong to their holder. Holdership of a share implies submission to of the Articles of Association of the Company and the resolutions passed by the General Meeting of Shareholders.

Each share represents an aliquot part of the share capital and grants its legitimate owner shareholder status, granting him the right to a share in the distribution of profit and in the assets arising from liquidation; the pre-emptive right to subscribe issues of new shares, according to the laws in force and these Articles of Association; notwithstanding the terms of the preceding paragraph, that of voting at the General Meetings of Shareholders on the terms established in these Articles of Association, and the right to information on the terms established in the applicable laws.

The Company may issue shares without the right to vote on the terms established in the laws in force.

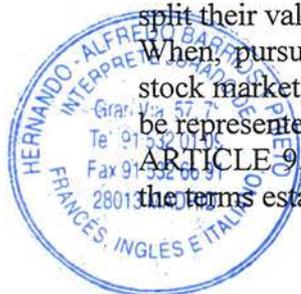
The dividends from all shares shall be legitimately paid to the holder thereof or of the inscription receipt.

ARTICLE 8.- Until the titles representing the shares are delivered to the shareholders, their holders shall be provided provisional nominal receipts to represent them, which shall state the capital paid up and shall be exchangeable for bearer titles, free of expense to the shareholder.

The bearer titles may include one or more shares each, and their holders shall be entitled to split their value into one or several shares. The bearer titles shall be set forth in stub books.

When, pursuant to current legislation and subject thereto, especially that regulating the stock market, it is mandatory, the Board of Directors shall decide whether the shares are to be represented by means of account entries.

ARTICLE 9.- The shares shall be freely negotiable, their conveyance being governed by the terms established in the Act and complementary provisions.





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ARTICLE 10.- The Board of Directors shall set the date of disbursement of calls on shareholders, announcing this in the Official Gazette of the Business Registry, at least fifteen days in advance of the date when they must be paid.

Delay in payment of calls on shareholders shall accrue the current legal interest in favour of the Company on the date the payment called for is due, without having to file any claim, notwithstanding the other legal consequences of such delay.

If a shareholder were to cease to pay all or part of any call to pay, the first subscriber or holder of the share and the assignees would be liable joint and severally for payment, at the choice of the Board of Directors, as set forth in the Act.

Due to failure to pay the call on shareholders on the date stated, the Company shall be entitled to claim payment from the debtors, or to sell the shares on which the payment is not settled, either separately from the personal claim, or along with it.

To that purpose, the total titles concerned in the said case shall be published in the Official Gazette of the Business Registry. When fifteen days have elapsed from publication, the Company may proceed to sale of the shares, all together, or partially, at the expense and risk of the debtors, either on the Official Stock Exchanges of Madrid or Bilbao, through a Stock Broking Company or Agency which is a member of said Stock Exchanges, or by public auction before a Notary Public, without requiring summons or any other formality whatsoever. The titles issued above shall be made void by the mere fact of sale, the acquirers being issued the receipt for registration of the new ones.

The sale price shall be applied, first of all, to pay the Company the disbursement of the calls on the shareholder pending, the delay interest and the expenses caused due to the shares sold. The remainder, should there be any, shall be delivered to the shareholder in default or his heirs, who shall be liable to the Company for any deficit whatsoever there may be.

Shareholders who default on payment of the calls on shareholders may not exercise their right to vote. The amount of their shares shall be deducted from the share capital to calculate the quorum.

Nor shall the shareholder in default be entitled to receive dividends, nor to pre-emptive subscription of new shares or convertible bonds.

Once the amount of the calls is paid, along with the interest owed, the shareholder may claim payment of the dividends that have not expired, although he may not claim pre-emptive subscription, if the term for exercise has elapsed.

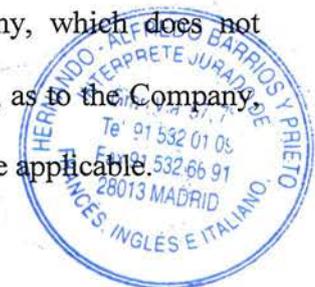
ARTICLE 11.- In the event of pledged shares in the Company, the owner thereof is to exercise the shareholder rights.

ARTICLE 12.- The shares shall be indivisible as to the Company, which does not recognise more than one owner of each share.

The owners of an indivisible share shall be obliged to be represented, as to the Company by a single person.

In the cases of usufruct of shares, the terms of the laws in force shall be applicable.

TITLE III.- Government and representation of the Company.



ARTICLE 13.- The bodies of government and representation of the Company are the General Meeting of Shareholders and the Board of Directors.

A) ON THE GENERAL MEETING OF SHAREHOLDERS:

ARTICLE 14.- The shareholders, when legally and validly met at the General Meeting of Shareholders, shall decide by the majority of the capital present and represented, with the right to vote on the matters inherent to the competency of the Meeting.

The General Meeting of Shareholders has the following powers:

- a) Examination and approval, if appropriate, with knowledge of the report by the Accounts Auditor of the Company, of the annual accounts including the Balance Sheet, Profit and Loss Accounts and Annual Report, as well as the Management Report;
- b) Approval of the proposal to apply the results;
- c) Appointment of the Accounts Auditor of the Company;
- d) Specific determination of the number of members who are to form the Board of Directors at each moment, within the maximum and minimum limits set in these Articles of Association, and appointment and revocation of Directors;
- e) Amendment of the Articles of Association, increase and reduction of the share capital, issue of bonds, transformation, merger, de-merger or dissolution of the Company and eventual delegation of powers as to said matters in favour of the Board of Directors in the appropriate cases;
- f) Deliberation and decision on all other matters that may be submitted for its knowledge;
- g) Approval of the Minutes of its sessions at the end of same, or appointment of two Receivers for that purpose, one to represent the majority, and another for the minority, so that, along with the Chairman, within the fifteen days following the Meeting being held, they may proceed to approve the Minutes.

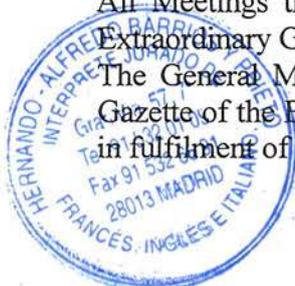
All the shareholders, including dissident ones, and those who have not participated in the meeting, shall be subject to the resolutions by the General Meeting of Shareholders, notwithstanding the rights and actions the Act grants thereon.

The General Meetings of Shareholders are of two kinds: Ordinary and Extraordinary, and must be called by the Company Directors.

The Ordinary General Meeting of Shareholders, previously called for that purpose, must meet within the first six months of financial year, to consider the Company management and approve, if appropriate, the accounts from the previous financial year and decide on application of the results.

All Meetings that are not as foreseen in the preceding paragraph shall be considered Extraordinary General Meetings of Shareholders.

The General Meeting of Shareholders must be called by announcement in the Official Gazette of the Business Registry and in one of the major newspapers published in Madrid, in fulfilment of the other requisites set in the current laws.





CLASE 8.^a
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The announcement shall state the date of the meeting at first calling and in all matters that must be discussed at it, and may also state the date on which, if appropriate, the second calling of The Meeting is to take place.

Between the first and the second meeting there must be at least a term of twenty-four hours.

If the duly called General Meeting of Shareholders is not held at first calling, and announcement of the date of the second calling was not foreseen, it must be announced, with the same requisites of publicity as the first, within the fifteen days following the date of the Meeting not held, eight days before the date of the meeting.

The Directors may call an Extraordinary General Meeting of Shareholders whenever they deem fit for the Company's interests.

They must also call it when so requested by shareholders owning at least 5 per cent of the share capital, and the request must state the matters to be detail with at the Meeting. In this case, the Meeting must be called to be held within the thirty days following the date on which the Directors are required by notarial summons to call it. The Board of Directors shall prepare the Agenda, necessarily including the matters giving rise to the request. If the Ordinary General Meeting of Shareholders is not called within the legal term, it may be called at the request of the shareholders and with a hearing of the directors by the Judge of First Instance assigned to the registered office, who shall also appoint the person to chair it. That same calling must be made as to the General Meeting of Shareholders when requested by shareholders owning at least 5% of the share capital.

Notwithstanding the above, the General Meeting of Shareholders shall understand the ordinary or extraordinary meeting to be validly constituted at its ordinary or extraordinary session to deal with any matter whatsoever, as long as all the paid up capital is present and those present unanimously agree to hold the Meeting, in which case prior calling shall not be necessary.

ARTICLE 15.- The General Meeting of Shareholders shall be validly constituted at first calling when the shareholders present or represented hold at least 25 per cent of the subscribed capital with the right to vote. At the second calling, the constitution of the Meeting shall be valid whatever capital is present. In order for the Ordinary or Extraordinary General Meeting of Shareholders to validly resolve to issue bonds, increase or reduce the capital, transform, merge or de-merge the Company and, in general, for any amendment of the Articles of Association, it shall be necessary, at first calling, for it to be attended by shareholders, present or represented, who hold at least 50 per cent of the share capital with the right to vote. At second calling, it shall suffice for 25 per cent of said capital to attend. When the shareholders attending represent less than 50 per cent of the subscribed capital with the right to vote, resolutions this paragraph refers to may only be validly passed with the favourable vote of two thirds of the capital present or represented at the Meeting.

Shareholders who have deposited their shares or, if appropriate, the certificate to accredit their deposit at an authorised Establishment or at the registered office, in the matter



foreseen in the calling, five days in advance of the date of the General Meeting of Shareholders shall be entitled to attend.

The document to accredit fulfilment of these requisites shall be nominative and shall take legitimate effect before the Company.

The Directors must attend the General Meetings of Shareholders. The General Meetings of Shareholders may also be attended by the Directors, Managers, Technicians and other persons of interest for due running of the Company business.

The Chairman of the General Meeting of Shareholders may authorise attendance by any other person he may deem convenient. The Meeting, however, may revoke that authorisation.

All shareholders entitled to attend may be represented at the General Meeting of Shareholders by another person, even though not a shareholder. The proxy must be granted in writing, specifically for each Meeting. The representation is always revocable. Personal attendance at the Meeting by the party represented shall be taken as a revocation.

In the event that the actual Board of Directors of the Company, the Establishments which hold the titles in custody, or those in charge of registering the annotations to account request representation themselves, or for another and, in general, as long as the application is made publicly, the document containing the proxy must contain or have attached the Agenda, as well as the request for instructions to exercise the right to vote and indication of the sense in which the representative shall vote, if no precise instructions are given.

As an exception, the representative may vote otherwise when circumstances arise which were unknown at the time of sending the instructions and there is the risk of harming the interests of the party represented. In the event of a vote issued contrary to the instructions, the representative must immediately inform the principal, in writing, to explain the reasons for the vote.

There shall be understood to be public request when a same person holds the power to represent more than three shareholders.

The restrictions established in the preceding paragraphs shall not be applicable when the representative is the spouse or an ascendant or descendent of the principal, or when the proxy holds general powers granted in a public document to administer all the property the principal owns in the country.

ARTICLE 16.- The General Meetings of Shareholders shall be held in the area where the Company has its registered office, on the day stated in the calling, although the sessions may be extended for one or more consecutive days. Extension must be agreed at the proposal of the Directors, or at the request of a number of shareholders representing one quarter of the capital present at the Meeting. Whatever the number of sessions in which the Meeting is held, it shall be considered a sole meeting, drafting a sole set of Minutes for all the sessions.

The General Meetings of Shareholders shall be chaired by the Chairman of the Board of Directors, the Vice-Chairman, or a Director specifically appointed by the Board of Directors. The Chairmanship shall also be formed by all the Directors present and from among them the Chairman of the Meeting shall appoint those to act as scrutinisers. The acting



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Secretary of the Meeting shall be that of the Board of Directors, the Spokesman of same, or the employee of the Company that has appointed the Board of Directors.

Before beginning to discuss the Agenda, a list of those attending shall be drawn up, stating the nature or representation of each one and the number of own or represented shares held.

The number of shareholders present shall be calculated at the end of the list, with the amount of capital they hold, specifying that held by shareholders with the right to vote.

The list of those attending shall be stated at the beginning of the Minutes, or shall be attached thereto as an addendum, signed by the Secretary, with the approval of the Chairman.

The list of those attending may also be drawn up from file or included on computer media. In these cases, the actual Minutes shall state the means used, which shall be provided with appropriate notice of identification on the sealed cover of the file or media used, signed by the Secretary, with the approval of the Chairman.

The shareholders may request reports or clarifications, as they deem fit as to the matters on the Agenda, in writing prior to the Meeting, or verbally during same. The Directors shall be obliged to provide these, except in cases in which the Chairman deems that publicity of the data requested would be damaging to the Company interests. This exception shall not be appropriate when supported by shareholders representing at least quarter of the share capital.

The Chairman of the Meeting shall moderate the discussion, grant the floor and may limit the maximum number of interventions in favour and against each proposal and shall determine the time for voting, which shall be public, except when he so decides, or when the majority of the capital attending decides it shall be secret.

The Secretary shall take the Minutes, which shall be approved by the actual Meeting and, failing that, within the term of 15, by the Chairman and two Receivers, one for the majority and the other for the minority. Failing this, the defect may be corrected by approval at a later Meeting.

Execution of the resolutions by the Meeting shall be made by a Director specifically appointed by it and, failing that, by the Chairman, or failing that, by the Vice-Chairman of the Board of Directors, notwithstanding what is established for minutes, certifications and notarisation of resolutions in article 25 of these Articles of Association.

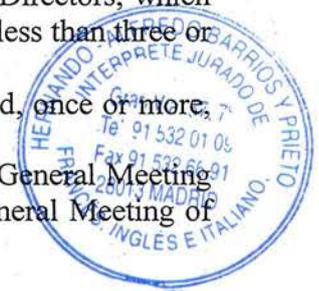
B) ON ADMINISTRATION:

ARTICLE 17.- The management, administration and representation of the Company shall be performed by the Board of Directors.

ARTICLE 18.- The number of Directors or Spokesmen on the Board of Directors, which shall be determined by the General Meeting of Shareholders, shall not be less than three or more than eleven.

The Directors shall hold office for a five year term, and may be re-elected, once or more, for the same term.

When the term elapses, the appointment shall expire after the following General Meeting of Shareholders is held, or when the legal term to hold the Ordinary General Meeting of Shareholders has elapsed.



ARTICLE 19.- It is not necessary to be a shareholder to be appointed as a Director. In the event of a provisional appointment of a Director by the Board of Directors, pursuant to the rules set in the laws in force, said appointment must necessarily be of a shareholder.

In the event of a corporation being appointed Director, the appointment may not be performed until there is record of the identity of the individual who it has appointed as its representative to exercise the duties inherent to the office.

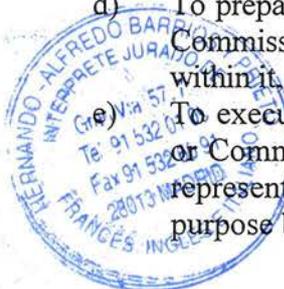
Any person who falls within the incompatibilities or prohibitions established in Act 26 of December 1983 and Act 7/1984 of 14th March of the Autonomous Community of Madrid, the Public Limited Companies Act and other applicable special provisions shall not be Directors of the Company.

ARTICLE 20.- The Board of Directors shall appoint a Secretary, who may or not be a Director, in which case he would attend the meetings with the right to speak but not vote who, if legally qualified, would also act as Consultant Lawyer to the Board of Directors. The Board may appoint a Vice-Secretary to the Board who shall act when the Secretary is absent, who need not be a director and shall likewise act as Consultant Lawyer to the Board if so legally qualified. In the absence of the Secretary and Vice-Secretary, the Director appointed by the Board from those present at the meeting concerned shall stand in for him.

In the event of re-election of Directors who hold offices as stated in the preceding paragraph of this article, the re-election as Director shall automatically provide ratification of the relevant office, with the same powers as held, except if the Board were to decide otherwise.

ARTICLE 21.- The Chairman of the Board of Directors shall, in any case, hold the maximum representative powers of the Company and the actual Board, when performing his duties, and in addition to the powers to which he is entitled by Law and these Articles of Association, shall have the following:

- a) To chair the General Meetings of Shareholders;
- b) To moderate the discussions and deliberations by the General Meeting of Shareholders, arranging and organising the interventions by the shareholders, even setting the length of each intervention, in order to facilitate and expedite their intervention;
- c) To call and chair the meetings of the Management Committee and Executive Commission, as well as the Commissions and Committees the Board may appoint within it;
- d) To prepare the Agendas of the meetings by the Committee and the Executive Commission, as well as the Commissions and Committees it may appoint within it, and to moderate the discussions and deliberations;
- e) To execute the resolutions by the Board of Directors and the Commissions or Committees, for which purpose he shall have the most ample powers of representation, notwithstanding the delegations that may be granted for that purpose by the relevant body in favour of other Directors.





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ARTICLE 22.- The Board of Directors shall meet when so decided by the actual body and whenever called by its Chairman or requested by the majority of its members. The calling may be made by any written means whatsoever addressed personally to each Director, one day before the meeting is to be held.

The Board of Directors shall be validly constituted when the meeting is attended, present or represented, by half plus one of its members.

The representation to attend the Board meeting must be granted to another Director.

However, the meetings of the Board shall be considered validly called and constituted to deal with any matter of their competency, as long as all the Directors are present and unanimously agree to hold it. The Chairman shall grant the floor, moderate and set the moment to vote, which shall be public, except if he were to so decide, or the majority of the Directors were to decide for it to be secret.

Voting in writing and without holding a meeting shall be allowed provided no Director objects thereto.

Permanent delegation of any power of the Board of Directors upon the Executive Commission, or on any of the Director Delegates and appointment of the Directors to hold such offices shall require the favourable vote of two thirds of the members of the Board to be valid, and shall not take any effect whatsoever until registration at the Business Registry.

The Board of Directors may regulate its own operation by establishing, if it sees fit, internal regulations to that end.

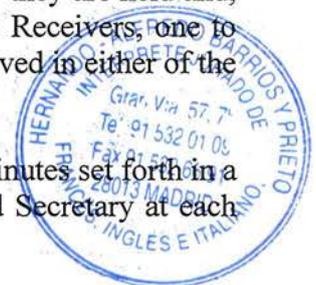
ARTICLE 24.- The Board of Directors shall receive an annual amount for performance of its duties that, after approval of the annual accounts, shall be set and distributed by the Board itself, according to the rules of the internal regime approved at the proposal of its Chairman, that pursuant to the requisites established in article 130 of the current remodelled text of the Public Limited Companies Act shall not exceed 3% of the consolidated net profit for the financial year.

Moreover, the members of the Board of Directors may receive per diems for attending each meeting of the Board of Directors, of the amount set by the Board of Directors itself, within the maximum limit established by the General Meeting of Shareholders.

The said retributions shall be compatible with those that may be received by any member of the Board of Directors due to other duties performed for the Company.

ARTICLE 25.- The resolutions by the General Meeting of Shareholders and the Board of Directors shall be recorded in the relevant Minute Books. The Minutes of the General Meetings of Shareholders may be approved by the actual meetings after they are held and, failing that, within the term of fifteen days, by the Chairman and two Receivers, one to represent the majority and the other for the minority. The Minutes approved in either of the ways shall be executive as of the date of approval.

The resolutions passed by the Board of Directors shall be recorded in minutes set forth in a special Book, authorised by the signatures of the acting Chairman and Secretary at each



meeting. The certificates shall be issued pursuant to the terms of the Act, the Business Registry Regulations and these Articles of Association.

Certification of a resolution issued by a person who is not registered, named in that same resolution, shall require authentic notice from the former holder of the power to certify, and shall not be registered until fifteen days have elapsed without opposition, or if approval is granted.

Notarisation of the corporate resolutions is to be performed by the following persons:

- Whoever has the powers to certify;
- Any of the members of the governing body with current registered appointment, whether expressly empowered to do so or not;
- Whoever has a special or general notarial power of attorney to do so.

TITLE IV. Balance sheet and Distribution of Profit.

ARTICLE 26.- The financial year of the Company shall end on thirty-first December and commence on first January each year.

ARTICLE 27.- Within the three months following the year end, the Board of Directors of the Company must prepare the annual accounts, the management report and the proposal for application of the results, as well as, if appropriate, the consolidated accounts and management report.

The annual accounts shall include the Balance Sheet, the Profit and Loss Accounts and the Annual Report, as well as the Management Report, which must be signed by all the members of the Board of Directors. If the signature of any of them is missing, it shall be stated on each of the documents where it is missing, expressly stating the cause.

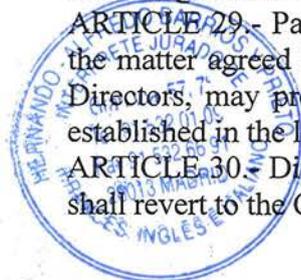
The said documents, along with the report by the Accounts Auditors, shall be submitted to the Ordinary General Meeting of Shareholders, after being available to them at the registered office, for the fifteen days prior to the date set for the meeting, and all shareholders may obtain said documents from the Company, immediately and free of charge. The calling shall expressly state that right.

ARTICLE 28.- The General Meeting of Shareholders shall decide on application of the results according to the approved balance sheet, issuing dividends to the shareholders in proportion to the capital they have disbursed, against the profit or freely available reserves, once the legal reserve is covered, determining the sums it may consider appropriate to assign to funds, in the different categories of voluntary reserves agreed, fulfilling the legal provisions in defence of the share capital and respecting the privileges enjoyed by certain kinds of shares.

The governing body may agree distribution of interim dividends, with the limitations and according to the requisites established by the Act.

ARTICLE 29.- Payment of the dividends shall be performed annually, at the time and in the matter agreed by the General Meeting of Shareholders. During the year the Board of Directors, may proceed to issue an interim dividend for the present year, on the terms established in the laws in force.

ARTICLE 30.- Dividends not claimed within five years of the date set for their collection shall revert to the Company.





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TITLE V. Dissolution and Liquidation of the Company.

ARTICLE 31.- The Company shall be dissolved for the reasons foreseen in the current Public Limited Companies Act.

ARTICLE 32.- In the event of dissolution of the Company, the liquidation shall be performed, the persons agreed and appointed by the General Meeting of Shareholders, always an odd number, subject to the terms of the Act.

ARTICLE 33.- The powers of the General Meeting of Shareholders shall remain in force during the whole liquidation.

The General Meeting of Shareholders shall set the rules according to which division of the corporate assets is to take place, approve the liquidation accounts and settle these.

The liquidators may, when so resolved by the General Meeting of Shareholders, cede the rights, actions and obligations of the company dissolved to another company or individual, and they shall hold the attributes stated for them in the Act, fulfilling their duties according to the legal regulations in force at all times by which the liquidation is to be performed.



Certificación / Certificate

(Ley Orgánica de 27 de abril de 1900)
(Ley 2/2014, de 25 de marzo, Disp. Adic. 16ª)
(Ley 29/2015, de 30 de julio, Disp. Final 4ª)
(Reales Decretos 2555/1977, de 27 de agosto,
889/1987, de 26 de junio, 752/1992, de 27 de junio,
79/1996, de 26 de enero, y 2002/2009, de 23 de diciembre)
(Orden AEC/2125/2014, de 6 de noviembre)

Nº de orden de protocolo: 1467-15

Don Hernando - Alfredo Barrios y Prieto, Traductor - Intérprete Jurado de francés, inglés e italiano, nombrado por el Ministerio de Asuntos Exteriores y de Cooperación, certifica que la que antecede es una traducción fiel y completa al inglés de un documento redactado en lengua española.

En Madrid, a veinte de noviembre de dos mil quince.

Hernando - Alfredo Barrios y Prieto, Sworn Translator - Interpreter of English, French and Italian, appointed by the Ministry of Foreign Affairs and Cooperation, does hereby certify: That the preceding translation is a complete and faithful rendering in English of the original in Spanish.

At Madrid, this twentieth day of November of the year two thousand and fifteen.





REGISTRO MERCANTIL
DE MADRID

P.º DE LA CASTELLANA, 44
28046 MADRID

CERTIFICACION ESPECIAL

El registrador mercantil que suscribe, certifica:

Que, a instancia por escrito de FERROVIAL AGROMAN SA, en la que se solicita certificación sobre la sociedad "FERROVIAL AGROMAN SA", comprensiva de los estatutos sociales, ha examinado los libros del Registro, de los que, respecto a esta sociedad, resulta:

1. El extracto incorporado a esta certificación es resultante de las inscripciones practicadas en la hoja M-8385, abierta en este Registro a la sociedad denominada actualmente "FERROVIAL AGROMAN SA" y que contienen lo solicitado.

2. No figuran inscripciones posteriores que modifiquen o revoquen los particulares expresados.

3. No figura inscrita la disolución ni la liquidación, por lo que continúa vigente.

4. No resulta del libro diario ningún asiento relativo a título pendiente de inscripción que afecte a los extremos de los que se certifica.

Esta certificación va extendida esta hoja, de este Registro y 8 más de papel timbrado de este Registro números del 8334969 al 8334976, ambos inclusive.

Madrid, 13 de octubre de 2015.

El registrador mercantil,




Nota. Presentada la instancia en el libro diario de certificaciones, asiento 38054/2015.
Honorarios: S/M.

Registadores Mercantiles de Madrid, C.B. - C.I.F. E 81458556



LOPD: A los efectos de la Ley Orgánica 15/1999 de 13 de diciembre, de Protección de Datos de carácter personal queda informado de que:

- Los datos personales expresados en el presente documento han sido incorporados al fichero del Registro y a los ficheros que se llevan en base al anterior, cuyo responsable es el Registrador y cuyo uso y fin del tratamiento es el previsto expresamente en la normativa registral. La información en ellos contenida sólo será comunicada en los supuestos previstos legalmente, o con objeto de satisfacer las solicitudes de publicidad formal que se formulen de acuerdo con la legislación registral.
- En cuanto resulte compatible con la legislación específica del Registro, se reconoce a los interesados los derechos de acceso, rectificación, cancelación y oposición establecidos en la Ley Orgánica citada, pudiendo ejercitarlos dirigiendo un escrito a la dirección del Registro.
- La obtención y tratamiento de sus datos en la forma indicada, es condición necesaria para la prestación de estos servicios.



ESTATUTOS DE FERROVIAL AGROMAN, S.A.

TITULO I.- Disposiciones generales.

ARTICULO 1.- La sociedad se denomina FERROVIAL AGROMAN, S.A. y se registró en lo sucesivo por estos Estatutos y en lo que ellos no prevengan, o regulen, por las disposiciones legales vigentes que le sean de aplicación.

ARTICULO 2.- La sociedad tiene por objeto:

- A) El estudio, concesión, construcción y explotación de toda clase de obras, sean públicas o privadas, pudiendo acudir para contratarlas a concursos, subastas y hacer, siguiendo todos los trámites, ofertas privadas hasta obtener las adjudicaciones.
- B) La adquisición, por compra, denuncia o concesión y su explotación y venta de terrenos, minas, canteras, aprovechamientos de aguas, talleres e industrias ajenas al ramo de construcción.
- C) Gestión, administración, adquisición, promoción, enajenación, rehabilitación y explotación de cualquier forma de solares, terrenos, conjuntos residenciales, urbanizaciones o promociones inmobiliarias, y en general de toda clase de bienes inmuebles.
- D) Fabricación, adquisición, suministro, importación, exportación, arrendamiento, instalación, mantenimiento, distribución y explotación de maquinaria, herramientas, vehículos, instalaciones, materiales, equipos y mobiliario de toda clase, incluido el mobiliario y equipamientos urbanos.
- E) Adquisición, explotación, venta y cesión de derechos de propiedad industrial e intelectual.
- F) Prestación de servicios relacionados con la conservación, reparación, mantenimiento, saneamiento y limpieza de toda clase de obras, instalaciones y servicios, tanto a entidades públicas como privadas.
- G) Prestación de servicios de apoyo propios de la actividad de ingeniería, tales como la realización de proyectos, estudios, informes, análisis y ensayos.
- H) Elaboración de proyectos y estudios, construcción, mantenimiento, explotación y comercialización de todo tipo de instalaciones y servicios de suministros, depuración, transformación y tratamiento de cualquier clase de aguas y residuos. Investigación y desarrollo de estos mismos campos.
- I) Prestación de servicios relacionados con el medio ambiente, tales como el control de humos y ruidos, y la gestión integral de basuras, tanto en lo que se refiere a su recogida como a su depuración, transformación y tratamiento.
- J) Construcción, ejecución, explotación y prestación de todo tipo de servicios públicos o comunitarios relacionados con la infraestructura de transporte, urbano e interurbano, ya sea por vía terrestre, marítima o aérea.
- K) La titularidad de toda clase de concesiones, subconcesiones, autorizaciones y licencias administrativas de obras, servicios, mixtas del Estado, Comunidades Autónomas, Provincias, Municipios, Organismos Autónomos, Entidades Autónomas, y, en general, de cualquier estado extranjero e instituciones internacionales.
- L) La distribución, explotación, transporte e intercambio de cualquier tipo de señales a través de toda clase de redes de telecomunicaciones, así como la gestión de los servicios que pudieran derivarse de las actividades anteriores.
- M) Prestación a cualquier clase de sociedades y empresas de servicios de gestión y administración así como de consultoría y asesoramiento en materia de contabilidad, asistencia legal, técnica, financiera, fiscal y de recursos humanos y laboral.
- N) La dirección, gestión de valores representativos de fondos propios de entidades no residentes en territorio español y la colocación de recursos financieros derivados de las actividades constitutivas de dicho objeto social mediante la correspondiente organización de medios materiales y personales; con exclusión de aquellas actividades reservadas por la legislación vigente a las Entidades de Valores y/o Entidades Financieras.

Las actividades enumeradas en las letras anteriores podrán desarrollarse por la Sociedad, total o parcialmente, de modo indirecto mediante la participación en otras sociedades con objeto análogo.

ARTICULO 3.- La duración de la sociedad será indefinida, habiendo dado comienzo a sus operaciones desde su constitución por escritura pública otorgada el 8 de Julio de 1929, pero podrá disolverse en cualquier tiempo si

así se acuerda válidamente.

ARTICULO 4.- El domicilio social se fija en Madrid, c/ Ribera del Loira núm. 42, Edificio núm. 3.

El Consejo de Administración podrá establecer, suprimir o trasladar cuantas sucursales, agencias, delegaciones, representaciones y personal de las mismas tengan por conveniente, tanto en España como en el extranjero. El Consejo de Administración podrá variar el domicilio social dentro del término municipal de Madrid.





NO UTILIZABLE
PARA CERTIFICAR





TÍTULO II.- Capital Social. Acciones.

"Artículo 5.- CAPITAL SOCIAL El capital social se fija en CIENTO NOVENTA MILLONES QUINIENTOS NOVENTA Y OCHO MIL DOSCIENTOS VEINTICUATRO EUROS Y SETENTA Y CUATRO CÉNTIMOS DE EURO (190.598.224,74 euros) y se encuentra representado por doscientas cuarenta y siete millones quinientas treinta mil ciento sesenta y dos (247.530.162) acciones nominativas, iguales, acumulables e indivisibles, de SETENTA Y SIETE CÉNTIMOS DE EURO (0,77 euros) de valor nominal cada una de ellas, numeradas correlativamente del 1 al 247.530.162, ambos inclusive, todas ellas íntegramente suscritas y desembolsadas."

ARTICULO 6.- El capital social podrá aumentarse o disminuirse por acuerdo de la Junta General, debidamente convocada al efecto, con el quórum de asistencia requerido en las normas legales que sean aplicables a tal fin, así como con el cumplimiento de los demás requisitos exigidos por la Ley, en cada caso. La Junta General, a propuesta del Consejo de Administración, determinará los plazos y condiciones de cada nueva emisión y el Consejo de Administración tendrá las facultades precisas para ejecutar los acuerdos adoptados a este respecto por la Junta General.

La Junta General podrá delegar en el consejo de administración, respecto del aumento o disminución del capital social, todas las facultades cuya delegación esté permitida por la Ley.

En los aumentos de capital social con emisión de nuevas acciones, ordinarias o privilegiadas, los antiguos accionistas y los titulares de obligaciones convertibles podrán ejercitar dentro del plazo que a este efecto les conceda la Administración de la Sociedad, que no será inferior a un mes desde la publicación del anuncio de la oferta de suscripción de la nueva emisión en el Boletín Oficial del Registro Mercantil, el derecho a suscribir un número de acciones proporcional al valor nominal de las acciones que posean o de las que corresponderían a los titulares de obligaciones convertibles de ejercitar en ese momento la facultad de conversión.

Los derechos de suscripción preferente serán transmisibles en las mismas condiciones que las acciones de las que deriven.

En caso de aumento con cargo a reservas, la misma regla será de aplicación a los derechos de asignación gratuita de las nuevas acciones.

Los titulares de acciones que no tuvieran número suficiente de títulos para obtener por lo menos una acción en dichas posteriores emisiones, podrán agruparse para ejercitar su derecho.

ARTICULO 7.- Los derechos y las obligaciones inherentes a la acción pertenecen al titular de la misma. La titularidad de una acción implica la adhesión a los Estatutos de la sociedad y a los acuerdos de la Junta General.

Cada acción representa una parte alícuota del capital si confiere a su titular legítimo la condición de socio y atribuye a éste el derecho de participar en el reparto de los beneficios y en el patrimonio resultante de la liquidación; el preferente de suscribir en la emisión de nuevas acciones conforme a la legislación en vigor y a estos Estatutos; sin perjuicio de lo establecido en el

párrafo siguiente, el de votar en las Juntas Generales en las condiciones establecidas en estos Estatutos, y el derecho de información en los términos establecidos por la legislación aplicable.

La sociedad podrá emitir acciones sin derecho a voto en las condiciones establecidas por la legislación aplicable.

Los dividendos de toda acción serán legítimamente pagados al tenedor de la misma o del resguardo de inscripción.

ARTICULO 8.- Entretanto no se haga entrega a los accionistas de los títulos representativos de sus acciones, en representación de los mismos se hará entrega a sus poseedores de resguardos provisionales nominativos en los que constará el capital desembolsado y que serán canjeables por títulos al portador, libres de gastos para el accionista.

Los títulos al portador podrán comprender una o más acciones cada uno, con derecho por parte de sus tenedores a que se desdoblén en títulos de una o varias acciones. Los títulos al portador se extenderán en libros de talonarios.

Cuando así resulte imperativo con arreglo a la legislación vigente en especial la relativa al Mercado de Valores y con sujeción a la misma, corresponderá al Consejo de Administración decidir que las acciones queden representadas mediante anotaciones en cuenta.

ARTICULO 9.- Las acciones son libremente negociables, rigiéndose su transmisión por lo establecido en la Ley y disposiciones complementarias.

ARTICULO 10.- El Consejo de Administración fijará la fecha de desembolso de los dividendos pasivos, anunciándolo en el Boletín Oficial del Registro Mercantil con quince días de anticipación, por lo menos, a aquel en que deban hacerse efectivos.

La demora en el pago del dividendo pasivo devengará a favor de la Sociedad el interés legal vigente en la fecha en que sea exigible el dividendo, sin necesidad de entablar ninguna reclamación, sin perjuicio de las demás consecuencias legales de la mora.





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Si un accionista dejara de satisfacer, en todo o en parte, algún dividendo pasivo, responderán solidariamente de los pagos no efectuados el primer suscriptor o tenedor de la acción y sus cesionarios, a elección del Consejo de Administración, con arreglo a lo dispuesto en la Ley.

Por falta de pago en la fecha señalada del dividendo pasivo exigido, la Sociedad tiene el derecho de reclamar su pago contra los deudores o de hacer vender las acciones cuyos desembolsos no hayan sido satisfechos, bien sea separadamente de la reclamación personal o conjuntamente con ella.

A dicho efecto se publicará en el Boletín Oficial del Registro Mercantil el total de los títulos que se hallen en dicho caso. Transcurridos quince días desde la publicación, la Sociedad podrá proceder a la venta de las acciones de una sola vez o parcialmente, por cuenta y riesgo de los deudores, bien

sea en las Bolsas Oficiales de Valores de Madrid o Bilbao con intervención de Sociedad o Agencia de Valores miembro de dichas Bolsas, bien sea en

subasta pública ante Notario, sin necesidad de requerimiento ni de ninguna otra formalidad. Los títulos expedidos anteriormente quedarán anulados por el mero hecho de la venta, expidiéndose a los adquirentes el resguardo de inscripción de los nuevos.

El precio de la venta será aplicado, en primer término, a pagar a la sociedad los desembolsos de dividendos pasivos pendientes, los intereses de demora y los gastos causados por las acciones vendidas. El remanente, si hubiera alguno será entregado al accionista moroso o a sus causahabientes los cuales quedarán responsables para con la Sociedad del déficit que pudiera existir.

El accionista que se hallare en mora en el pago de los dividendos pasivos no podrá ejercitar el derecho de voto. El importe de sus acciones será deducido del capital social para el cómputo del quórum.

Tampoco tendrá derecho el socio moroso a percibir dividendos ni a la suscripción preferente de nuevas acciones ni de obligaciones convertibles.

Una vez abonado el importe de los dividendos pasivos junto con los intereses adeudados podrá el accionista reclamar el pago de los dividendos no prescritos, pero no podrá reclamar la suscripción preferente, si el plazo para su ejercicio ya hubiere transcurrido.

ARTICULO 11.- En el supuesto de prenda de acciones de la Sociedad, corresponden al propietario de las mismas el ejercicio de los derechos de accionista.

ARTICULO 12.- Las acciones serán indivisibles por lo que se refiere a la Sociedad, la cual no reconoce más que un solo propietario de cada acción. Los propietarios proindiviso de una acción quedan obligados a hacerse representar, respecto de la Sociedad, por una sola persona.

En los supuestos de usufructo de acciones se estará a lo previsto en la legislación vigente.

TITULO III. Gobierno y representación de la Sociedad.

ARTICULO 13.- Son órganos de gobierno y representación de la Sociedad, la Junta General y el Consejo de Administración.

A) DE LA JUNTA GENERAL:

ARTICULO 14.- Los accionistas, legal y validamente constituidos en Junta General decidirán por mayoría del capital, presente y Representado, con derecho a voto en los asuntos propios de la competencia de la Junta.

Competen a la Junta General las siguientes facultades:

- a) Examen y aprobación, en su caso, con conocimiento del informe del Auditor de Cuentas de la Sociedad, de las cuentas anuales comprensivas del Balance, Cuenta de Pérdidas y Ganancias y Memoria, así como del informe de gestión.
- b) Aprobación de la propuesta de aplicación de resultados.
- c) Designación del Auditor de Cuentas de la Sociedad.
- d) Determinación concreta del número de miembros que en cada momento han de componer el Consejo de Administración dentro de los límites máximo y mínimo señalados en los presentes Estatutos y nombramiento y revocación de Administradores.
- e) Modificación de los Estatutos sociales, aumento y reducción del capital social, emisión de obligaciones, transformación, fusión, escisión o disolución de la Sociedad y eventual delegación de facultades sobre dichas materias a favor del Consejo de Administración en los casos en que sea pertinente.
- f) Deliberación y decisión sobre cuantos otros asuntos pudieran someterse a su conocimiento.
- g) Aprobación del Acta de sus sesiones al término de las mismas o designación de dos interventores al efecto, uno en representación de la mayoría y otro por la minoría, para que, en unión del Presidente y dentro de los quince días siguientes a la celebración de la Junta, procedan a la aprobación del Acta.

Todos los socios, incluso los disidentes y los que no hayan participado en la reunión, quedan sometidos a los acuerdos de la Junta General, sin perjuicio de los derechos y acciones que la ley concede al respecto.

Las Juntas Generales son de dos clases: ordinarias y Extraordinarias, y habrán de ser convocadas por los Administradores de la sociedad.





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La Junta General Ordinaria, previamente convocada al efecto, se reunirá necesariamente dentro de los seis primeros meses de cada ejercicio, para censurar la gestión social, aprobar en su caso las cuentas del ejercicio anterior y resolver sobre la aplicación del resultado.

Toda Junta que no sea de las previstas en el párrafo anterior tendrá la consideración de Junta General Extraordinaria.

La Junta General deberá ser convocada mediante anuncio en el Boletín oficial del Registro Mercantil y en uno de los diarios de mayor circulación en Madrid,

y con el cumplimiento de los demás requisitos exigidos por la legislación vigente.

El anuncio expresará la fecha de la reunión en primera convocatoria y todos los asuntos que han de tratarse y en él podrá asimismo hacerse constar la fecha en la que si procediera, se reunirá la Junta en segunda convocatoria.

Entre la primera y la segunda reunión deberá mediar, por lo menos, un plazo de veinticuatro horas.

Si la Junta General debidamente convocada no se celebrara en primera convocatoria, ni se hubiere previsto en el anuncio la fecha de la segunda, deberá ésta ser anunciada, con los mismos requisitos de publicidad que la primera, dentro de los quince días siguientes a la fecha

de la Junta no celebrada y con ocho de antelación a la fecha de la reunión.

Los Administradores podrán convocar la Junta general extraordinaria de accionistas siempre que lo estimen conveniente para los intereses sociales.

Deberán, asimismo, convocarla cuando lo soliciten socios que sean titulares de, al menos, un 5 por 100 del capital social, expresando en la solicitud los asuntos a tratar en la Junta. En este caso, la Junta deberá ser convocada para celebrarse dentro de los treinta días siguientes a la fecha en que se hubiese requerido notarialmente a los administradores para convocarla. El Consejo de Administración confeccionará el orden del día, incluyendo necesariamente los asuntos que hubiesen sido objeto de solicitud. Si la Junta General ordinaria no fuese convocada dentro del plazo legal, podrá serlo, a petición de los socios y con audiencia de los administradores, por el Juez de Primera Instancia del domicilio social, quien además designará a la persona que habrá de presidirla. Esta misma convocatoria habrá de realizarse respecto de la Junta

General Extraordinaria cuando lo soliciten socios que sean titulares, de al menos, un 5% del capital social.

No obstante lo anterior, la Junta General se entenderá convocada y quedará válidamente constituida en sesión ordinaria o extraordinaria para tratar de cualquier asunto siempre que esté presente todo el capital desembolsado y los asistentes acepten por unanimidad la celebración de la Junta. En este caso no será necesaria previa convocatoria.

ARTICULO 15.- La Junta General de accionistas válidamente constituida en primera convocatoria cuando los accionistas presentes o representados posean, al menos, el 25 por 100 del capital suscrito con derecho de voto. En segunda convocatoria será válida la constitución de la Junta cualquiera que sea el capital concurrente a la misma. Para que la Junta General Ordinaria o Extraordinaria pueda acordar válidamente la emisión de obligaciones, el aumento o la reducción del capital, la transformación, fusión, o escisión de la sociedad y, en general, cualquier modificación de los Estatutos sociales, será necesaria, en primera convocatoria, la concurrencia de accionistas presentes o representados que posean, al menos, el 50 por 100 del capital suscrito con derecho a voto. En segunda convocatoria será suficiente la concurrencia del 25 por 100 de dicho capital. Cuando concurran accionistas que representen menos del 50 por 100 del capital suscrito con derecho a voto, los acuerdos a que se refiere este párrafo sólo podrán adaptarse válidamente con el voto favorable de los dos tercios del capital presente o representado en la Junta.

Tendrán derecho de asistencia a la Junta general los accionistas que, con cinco días de antelación a aquel en que haya de celebrarse la Junta,

hayan efectuado el depósito de sus acciones o, en su caso, del certificado acreditativo de su depósito en una Entidad autorizada o en el domicilio social, en la forma prevista en la convocatoria.

El documento que acredite el cumplimiento de estos requisitos será nominativo y surtirá eficacia legitimadora frente a la sociedad.

Los administradores deberán asistir a las Juntas Generales. Se autoriza asimismo la asistencia a las Juntas Generales de Directores, Gerentes, Técnicos y demás personas que tengan interés en la buena marcha de los asuntos sociales.

El Presidente de la Junta general podrá autorizar la asistencia de cualquier otra persona que juzgue conveniente. La Junta, no obstante, podrá revocar dicha autorización.





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Todo accionista que tenga derecho de asistencia podrá hacerse representar en la Junta general por medio de otra persona, aunque ésta no sea accionista. La representación deberá conferirse por escrito y con carácter especial para cada Junta. La representación es siempre revocable. La asistencia personal a la Junta del representado tendrá valor de revocación.

En el caso de que el propio Consejo de Administración de la sociedad, las Entidades depositarias de los títulos o las encargadas del registro de anotaciones en cuenta soliciten la representación para sí o para otro y, en general, siempre que la solicitud se formule de forma pública, el documento en que conste el poder deberá contener o llevar anejo el orden del día, así como la solicitud de instrucciones para el ejercicio el

derecho de voto y la indicación del sentido en que votará el representante en caso de que no se impartan instrucciones precisas.

Por excepción, el representante podrá votar en sentido distinto cuando se presenten circunstancias ignoradas en el momento del envío de las instrucciones y se corra el riesgo de perjudicar los intereses del representado. En caso de voto emitido en sentido distinto a las instrucciones, el representante deberá informar inmediatamente al representado, por medio de escrito en que explique las razones del voto. Se entenderá que ha habido solicitud pública cuando una misma persona ostente la representación de más de tres accionistas.

Las restricciones establecidas en los párrafos anteriores no serán de aplicación cuando el representante sea el cónyuge o un ascendiente o descendiente del representado ni tampoco cuando aquel ostente poder general conferido en documento público con facultades para administrar todo el patrimonio que el representado tuviere en territorio nacional.

ARTICULO 16.- Las Juntas generales se celebrarán en la localidad donde la sociedad tenga su domicilio, el día señalado en la convocatoria, pero podrán ser prorrogadas sus sesiones durante uno o más días consecutivos. La prórroga podrá acordarse a propuesta de los

Administradores o a petición de un número de socios que represente la cuarta parte del capital presente en la Junta. Cualquiera que sea el número de las sesiones en que se celebre la Junta, se considerará única, levantándose una sola acta para todas las sesiones.

Presidirá las Juntas Generales el Presidente del Consejo, el Vicepresidente o un Consejero designado al efecto por el Consejo de Administración. Formarán también parte de la mesa todos los Consejeros presentes y de entre ellos designará el Presidente de la Junta los que ejerzan las funciones de escrutadores. Actuará de Secretario el que lo sea del Consejo, el Vocal del mismo o el empleado de la compañía que hubiese designado el Consejo de Administración.

Antes de entrar en el orden del día se formará la lista de los asistentes, expresando el carácter o representación de cada uno y el número de acciones propias o ajenas con que concurren.

Al final de la lista se determinará el número de accionistas presentes o representados, así como el importe del capital del que sean titulares, especificando el que corresponde a los accionistas con derecho de voto.

La lista de asistentes figurará al comienzo de la propia acta o se adjuntará a ella por medio de anejo firmado por el Secretario, con el visto bueno del Presidente.

La lista de asistentes podrá formarse también mediante fichero e incorporarse a soporte informático. En estos casos se consignará en la propia acta el medio utilizado y se extenderá en la cubierta precintada del fichero o del soporte la oportuna diligencia de identificación firmada por el Secretario, con el visto bueno del Presidente.

Los accionistas podrán solicitar por escrito, con anterioridad a la reunión de la Junta, o verbalmente durante la misma, los informes o aclaraciones que estimen precisos acerca de los asuntos comprendidos en el orden del día. Los administradores estarán obligados a proporcionárselos, salvo en los casos en que, a juicio del Presidente, la publicidad de los datos solicitados perjudique los intereses sociales. Esta excepción no procederá cuando la solicitud esté apoyada por accionistas

que representen, al menos, la cuarta parte del capital.

El Presidente de la Junta dirigirá las deliberaciones, concederá el uso de la palabra, pudiendo limitar el número máximo de intervenciones a favor y en contra de cada propuesta y determinará el momento de la votación que será pública salvo cuando aquel decida o la mayoría del capital concurrente acuerde que sea secreta.

El Secretario levantará acta, la cual será aprobada por la propia Junta y, en su defecto, dentro del plazo de 15 días, por el Presidente y dos interventores, uno de la mayoría y otro de la minoría. En caso contrario, el defecto podrá subsanarse mediante aprobación en una Junta posterior.

La ejecución de los acuerdos de la Junta se realizará por el consejero especialmente designado por la misma y, en su defecto, por el





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Presidente o en su defecto el Vicepresidente del Consejo, sin perjuicio de lo establecido, para las actas, las certificaciones y la elevación a público de los acuerdos en el artículo 25 de estos Estatutos.

B) DE LA ADMINISTRACIÓN:

ARTICULO 17.- La gestión, administración y representación de la sociedad corresponde al Consejo de Administración.

ARTICULO 18.- En el Consejo de Administración, el número de Consejeros o Vocales, que será determinado por la Junta General, no será inferior a tres ni superior a once.

Los administradores ejercerán su cargo durante el plazo de cinco años, pudiendo ser reelegidos, una o más veces, por periodos de igual duración.

Vencido el plazo, el nombramiento caducará cuando se haya celebrado la siguiente Junta General o haya transcurrido el término legal para la celebración de la Junta General Ordinaria.

ARTICULO 19.- Para ser nombrado Administrador no se requiere la cualidad de accionista. En el caso de que el nombramiento de Administrador, de conformidad con las normas establecidas en la legislación vigente, se hiciese provisionalmente por el Consejo de Administración dicho nombramiento deberá recaer necesariamente en un accionista.

En caso de nombramiento como Administrador de una persona jurídica, no procederá la inscripción del nombramiento en tanto no conste la identidad de la persona física que aquella haya designado como representante suyo para el ejercicio de las funciones propias del cargo.

No podrán ser Consejeros las personas incurso en las incompatibilidades o prohibiciones establecidas en la Ley 26 de Diciembre de 1983 y Ley 7/1984 de 14 de marzo de la Comunidad Autónoma de Madrid, la Ley de Sociedades Anónimas y demás disposiciones especiales de aplicación.

ARTICULO 20.- El Consejo de Administración nombrará un Secretario, que podrá o no ser administrador en cuyo caso asistirá a las reuniones con voz pero sin voto que, si tuviere las condiciones legalmente exigidas desempeñará también la función de Letrado Asesor del Consejo de Administración. El Consejo podrá nombrar un Vicesecretario del Consejo que ejercerá sus funciones en defecto del Secretario, el cual igualmente podrá o no ser administrador y desempeñará la función de Letrado Asesor del Consejo si tuviere las condiciones legalmente exigidas al efecto. En defecto del Secretario y

del Vicesecretario, ejercerá sus funciones el administrador que designe el Consejo entre los asistentes a la reunión de que se trate.

En caso de reelección de Administradores que ocupen cargos de los señalados en el párrafo anterior de este artículo, la reelección como Administradores supondrá automáticamente la ratificación en el respectivo cargo, con las mismas facultades que ostentare, salvo que el Consejo acordare de otro modo.

ARTICULO 21.- El Presidente del Consejo de Administración llevará en todo caso, la máxima representación de la Sociedad y del propio Consejo y en el ejercicio de su cargo, además de las facultades que le correspondan por Ley y por estos Estatutos, tendrá las siguientes:

- a) Presidir las Juntas Generales.
- b) Dirigir las discusiones y deliberaciones de la Junta General, sistematizando y ordenando las intervenciones de los accionistas, fijando incluso la duración de cada intervención, con la finalidad de posibilitar y agilizar la intervención de éstos.
- c) Convocar y presidir las reuniones del Consejo de Administración y de la Comisión Ejecutiva así como de las Comisiones y Comités del Consejo que éste designe en su seno.
- d) Elaborar los órdenes del día de las reuniones del Consejo y de la Comisión Ejecutiva así como de las Comisiones o Comités que aquel haya designado en su seno, y dirigir sus discusiones y deliberaciones.
- e) Ejecutar los acuerdos del Consejo y de las Comisiones o Comités, a cuyo efecto dispondrá de los más amplios poderes de representación, sin perjuicio de las delegaciones que a tal fin pueda otorgar el respectivo órgano a favor de otros Administradores.

ARTICULO 22.- El Consejo de Administración se reunirá cuando el propio órgano lo acuerde y siempre que lo disponga su Presidente o lo soliciten la mayoría de sus miembros. La convocatoria podrá hacerse por cualquier medio escrito dirigido personalmente a cada Consejero con una antelación de un día a la fecha de la reunión.

El Consejo de Administración quedará válidamente constituido cuando concurran a la reunión, presentes o representados, la mitad más uno de sus componentes.

La representación para concurrir al Consejo habrá de recaer necesariamente en otro Consejero.

No obstante las reuniones del Consejo se tendrán por válidamente





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convocadas y constituidas para tratar cualquier asunto de su competencia, siempre que estén presentes todos los Consejeros y por unanimidad acuerden celebrarla. El Presidente concederá el uso de la palabra, dirigirá las deliberaciones y fijará el momento de la votación que será pública, salvo que aquél decida o la mayoría de Consejeros concurrentes acuerden que sea secreta.

La votación por escrito ~~será~~ será admitida cuando ningún Consejero se oponga a este procedimiento.

La delegación permanente de alguna facultad del Consejo de Administración en la Comisión Ejecutiva o en los Consejeros Delegados y la designación de los Administradores que hayan de

ocupar tales cargos, requerirá para su validez, el voto favorable de las dos terceras partes de los componentes del Consejo y no producirá efecto alguno hasta su inscripción en el Registro Mercantil. El Consejo de Administración podrá regular su propio funcionamiento estableciendo, si lo estima oportuno, un reglamento de régimen interior a tal efecto.

ARTICULO 24.

-El cargo de consejero será gratuito.

ARTICULO 25.- Los acuerdos de las Juntas Generales de Accionistas y del Consejo de Administración se harán constar en los respectivos Libros de Actas. Las actas de las Juntas Generales podrán ser aprobadas por las propias Juntas a continuación de haberse celebrado ésta y, en su defecto y dentro del plazo de quince días, por el Presidente y dos Interventores, uno en representación de la mayoría y otro por la minoría. El acta aprobada en cualquiera de estas dos formas tendrá fuerza ejecutiva a partir de la fecha de su aprobación.

Los acuerdos que adopte el Consejo de Administración se consignarán en Actas extendidas en un Libro especial, autorizadas por las firmas de quienes en cada sesión hayan actuado como Presidente y Secretario. Las certificaciones se expedirán con arreglo a lo dispuesto en la Ley, el Reglamento del Registro Mercantil y estos estatutos.

La certificación de un acuerdo expedido por persona no inscrita, nombrada en el mismo acuerdo, requiere notificación fehaciente al anterior titular de la facultad certificante y no se inscribirá hasta pasados quince días sin oposición o contando con su conformidad.

La elevación a instrumento público de los acuerdos sociales corresponde a las siguientes personas:

- quien tenga facultad para certificarlos.
- cualquiera de los miembros del órgano de administración, con nombramiento vigente e inscrito, esté o no expresamente facultado para ello.
- quien tenga poder notarial especial o general para ello.

TÍTULO IV. Balance y Distribución de Beneficios.

ARTICULO 26.- El ejercicio económico de la sociedad, se cerrará anualmente el día treinta y uno de Diciembre, dando comienzo el día uno de Enero de cada año.

ARTICULO 27.- Dentro de los tres meses siguientes al cierre del ejercicio, el Consejo de Administración de la sociedad deberá formular las cuentas anuales, el informe de gestión y la propuesta de aplicación del resultado, así como, en su caso, las cuentas y el informe de gestión consolidados. Las cuentas anuales que comprenderán el Balance, la Cuenta de Pérdidas y Ganancias y la Memoria, así como el informe de gestión, deberán ser firmados por todos los miembros del Consejo de Administración. Si faltare la firma de alguno de ellos se señalará en cada uno de los documentos en que falte, con expresa indicación de la causa.

Los referidos documentos, junto con el Informe de los Auditores de Cuentas, serán sometidos a la Junta General Ordinaria de accionistas, después de haberlos tenido éstos de manifiesto en el domicilio social, durante los quince días anteriores a la fecha señalada para su celebración, pudiendo cualquier accionista obtener de la Sociedad, de forma inmediata y gratuita, tales documentos. En la convocatoria se hará mención expresa a este derecho.





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ARTICULO 28.- La Junta general resolverá sobre la aplicación del resultado de acuerdo con el balance aprobado, distribuyendo dividendos a los accionistas en proporción al capital que hayan desembolsado, con cargo a los beneficios o a reservas de libre disposición, una vez cubierta la reserva legal, determinando las sumas que juzgue oportuno para dotar los fondos de las distintas clases de reservas voluntarias que acuerde,

cumpliendo las disposiciones legales en defensa del capital social y respetando los privilegios de que gocen determinando tipo de acciones.

El órgano de administración podrá acordar la distribución de cantidades a cuenta de dividendos, con las limitaciones y cumpliendo los requisitos establecidos en la Ley.

ARTICULO 29.- El pago de los dividendos se efectuará anualmente en el momento y forma que acuerde la Junta General. El Consejo de Administración, durante el transcurso del año, podrá proceder al reparto de un dividendo a cuenta del que corresponda al ejercicio corriente, en los términos establecidos por la legislación vigente.

ARTICULO 30.- El dividendo que no se reclame en los cinco años contados desde el día señalado para comenzar su cobro, quedará á beneficio de la sociedad.

TITULO V. Disolución y Liquidación de la Sociedad.

ARTICULO 31.- La sociedad se disolverá por las causas previstas en la vigente Ley de Sociedades Anónimas.

ARTICULO 32.- En caso de disolución de la sociedad, la liquidación quedará a cargo de las personas que siempre en número de impar acuerde y designe la Junta General, con sujeción a lo dispuesto en la Ley.

ARTICULO 33.- Las facultades de la Junta General seguirán en vigor durante toda la liquidación.

La Junta fijará las normas con arreglo a las cuales se ha de practicar la división del haber social, aprobar las cuentas de la liquidación y dar finiquito a ellas.

Los liquidadores podrán, por acuerdo de la Junta General, ceder a otra sociedad o a un particular los derechos, acciones y obligaciones de la sociedad disuelta, y ostentarán las atribuciones que les señale la Ley, ajustando el cumplimiento de su función a las normas legales en vigor en el momento en que la liquidación haya de efectuarse.





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LEAD DESIGNER



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposals | RFP Number: HSR 14-32



EUROESTUDIOS, S.L.



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32



Form E: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

"Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

There are no relevant facts relating to past, present or planned interest(s) of Euroestudios which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



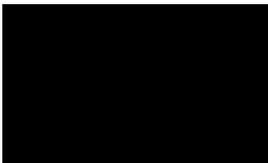
3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

Euroestudios has no organizational conflicts of interest.

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.



Jorge Santamaría Cases
Printed Name

Business Develop. Coord. America & Europe Manager
Title

**Offering Organization Name,
Address, and Telephone**

EUROESTUDIOS, S.L.
c/ Castelló 128, 28006
Madrid, Spain
+34 91 590 21 57

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



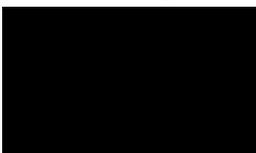
Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

I, Jorge Santamaría Cases hereby certify that.
(Name of Entity's Official Representative)

EUROESTUDIOS, S.L.
(Name of Entity)

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or federal department or agency;
- Has not within a three-year period preceding this Proposal 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) transaction or contract under a public transaction; violation of federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Has not within a five-year period preceding this Proposal in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens; and
- Has not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

If the Proposer or any Equity Member or Subcontractor is unable to certify to any of the statements in this certification, such prospective Proposer, Equity Member or Subcontractor shall attach an explanation to this certification.



representative



Jorge Santamaria Cases
Printed Name

Business Development Coordinator
Title

**Organization Name,
Address, and Telephone**

EUROESTUDIOS, S.L.
C/Castelló 128, 28006 Madrid, Spain
+34 91 590 21 57

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015





Cert. 3: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Jorge Santamaría Cases who, after being by me duly sworn, on oath deposed as follows:

My name is Jorge Santamaria Cases I am the Business Development Coordinator
(Entity's Official Representative Printed Name) (Title)

of EUROESTUDIOS, S.L.
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

An "Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

- 1. EUROESTUDIOS, S.L., its officers, employees, and agents, are subject to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of EUROESTUDIOS, S.L. its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 14-32 or any contract that may be entered as a result of this Request for Proposals.

- 2. EUROESTUDIOS, S.L., its officers, employees, and agents, do not have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
- 3. If an Organizational Conflict of Interest is discovered at any time in the future,



RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015

EUROESTUDIOS, S.L. will submit an Organizational Conflicts of Interest Disclosure Statement (Form E), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.



Si 

Jorge Santamaria Cases
Printed Name

Business Development Coordinator, America & Europe Manager
Title

ACKNOWLEDGEMENT

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.

MADRID, SPAIN)

On November, 12th, 2015 before me, Ignacio Gil-Antuñano Vizcaino
(insert name and title of the officer)

personally appeared Jorge Santamaria Cases, who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





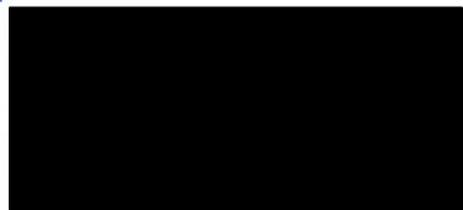
SEAL

Notary Signature



IGNACIO GIL-ANTUÑANO VIZCAINO,
NOTARIO DE MADRID Y DE SU ILUSTRE
COLEGIO, DOY FE de que considero legítima la
firma y rúbrica de DON JORGE SANTAMARIA
CASES por haber sido puesta en mi presencia en un
documento redactado en inglés, idioma que conozco,
que consta de dos folios de papel común, cada uno
de los cuales rubrico y sello . Madrid, doce de
noviembre de dos mil quince .-----

Libro indicador del año 2015
Asiento número 1813



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. País: España
Country/Pays

El presente documento público
This public document / Le présent acte public

2. ha sido firmado por D. Ignacio
has been signed by
a été signé par S. Antuñano Vizcaino

3. quien actúa en calidad de NOTARIO
acting in the capacity of
agissant en qualité de

4. y está revestido del sello/timbre de su Notaría
bears the seal / stamp of
est revêtu du sceau / timbre de

CERTIFICADO
Certified / Attesté

5. en Madrid 6. el día 12 NOV, 2015
at / A the / le

7. por el Decano del Colegio Notarial de Madrid
by / par

8. bajo el número 075162
N° / sous n°

Sello/timbre:
Seal / stamp:
sceau / timbre:

10. Firma:
Signature: Signature:



Don Ignacio Maldonado Ramos
Firma delegada del Decano

Cert. 4: Equal Employment Opportunity Certification

The undersigned certifies on behalf of EUROESTUDIOS, S.L. that:

EUROESTUDIOS, S.L.

(Name of entity making certification)

Check one of the following boxes:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Sig [Redacted Signature]

ntative



**Offering Organization Name,
Address, and Telephone**

Jorge Santamaria Cases
Printed Name

Business Development Coordinator
Title

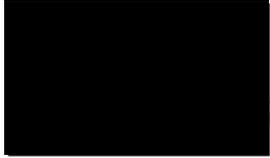
EUROESTUDIOS, S.L.
c/ Castelló 128, 28006
Madrid, Spain
+34 91 590 21 57

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 5: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Contract.



Representative



**Offering Organization Name,
Address, and Telephone**

EUROESTUDIOS, S.L.
c/ Castelló 128, 28006
Madrid, Spain
+34 91 590 21 57

Jorge Santamaría Cases
Printed Name

Business Develop. Coordinator. America & Europe Manager
Title

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 7: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority's pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.

		<p style="text-align: center;">Offering Organization Name, Address, and Telephone</p> <p>EUROESTUDIOS, S.L. c/ Castelló 128, 28006 Madrid, Spain +34 91 590 21 57</p>
<p>Signature</p>	<p>Representative</p>	
<p>Jorge Santamaría Cases</p>		
<p>Printed Name</p>		
<p>Business Development Coordinator.</p>		
<p>Title</p>		

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



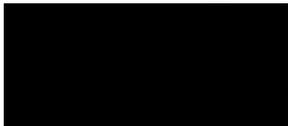
Cert. 8: Buy America Certifications

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: 11/11/2015

Signature:  _____

Printed Name: Jorge Santamaria Cases 

Company Name: EUROESTUDIOS, S.L.

Title: Business Development Coordinator. America & Europe Manager

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



OTHON INC., CONSULTING ENGINEERS



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Form E: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

"Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

None.

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

None.

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement other than as disclosed above.



Charles A. Othon
Printed Name

President
Title

Offering Organization Name,
Address, and Telephone

OTHON, INC.
11111 Wilcrest Green Drive, Suite 128
Houston, Texas 77042
713.975.8555



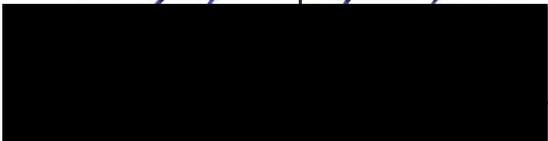
Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

I, Charles A. Othon hereby certify that
(Name of Entity's Official Representative)

OTHON, INC.
(Name of Entity)

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or federal department or agency;
- Has not within a three-year period preceding this Proposal 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) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Has not within a five-year period preceding this Proposal in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens; and
- Has not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

If the Proposer or any Equity Member or Subcontractor is unable to certify to any of the statements in this certification, such prospective Proposer, Equity Member or Subcontractor shall attach an explanation to this certification.



Organization Name,
Address, and Telephone

Charles A. Othon
Printed Name

President
Title

OTHON, INC.
11111 Wilcrest Green Drive, Suite 128
Houston, Texas 77042
713.975.8555

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 3: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Charles A. Othon
who, after being by me duly sworn, on oath deposed as follows:

My name is Charles A. Othon I am the President
(Entity's Official Representative Printed Name) (Title)

of OTHON, INC.
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

An "**Organizational Conflict of Interest**" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

- 1. OTHON, INC., its officers, employees, and agents, are subject
(Entity Name) to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of OTHON, INC.
(Entity Name) its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 14-32 or any contract that may be entered as a result of this Request for Proposals.

- 2. OTHON, INC., its officers, employees, and agents, do not
(Entity Name) have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
- 3. If an Organizational Conflict of Interest is discovered at any time in the future,



OTHON, INC. will submit an Organizational Conflicts of Interest Disclosure Statement (Form E), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest



Charles A. Othon
Printed Name

President
Title

ACKNOWLEDGEMENT

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.

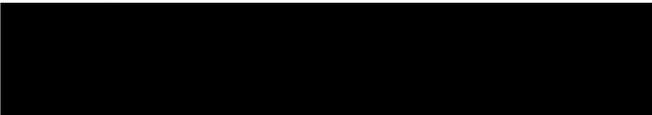
State of California
County of _____)

On 11/10/2015 before me, LESLIE J. BARNES
(insert name and title of the officer)

personally appeared CHARLES A. OTHON, PRESIDENT, who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature

SEAL



Cert. 4: Equal Employment Opportunity Certification

The undersigned certifies on behalf of OTHON, INC. that:

OTHON, INC.

(Name of entity making certification)

Check one of the following boxes:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.



**Offering Organization Name,
Address, and Telephone**

OTHON, INC.
11111 Wilcrest Green Drive, Suite 128
Houston, Texas 77042
713.975.8555

Charles A. Othon

Printed Name

President

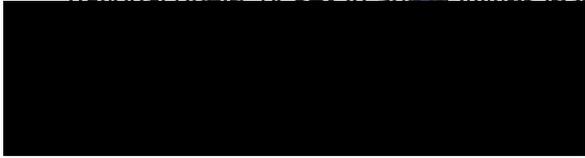
Title

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 5: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Contract.



**Offering Organization Name,
Address, and Telephone**

OTHON, INC.
11111 Wilcrest Green Drive, Suite 128
Houston, Texas 77042
713.975.8555

Charles A. Othon
Printed Name

President
Title

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015

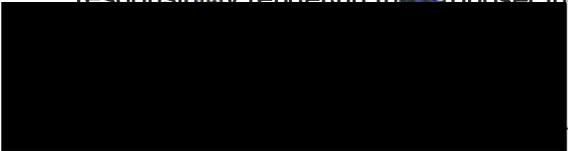


Cert. 7: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority's pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.



**Offering Organization Name,
Address, and Telephone**

OTHON, INC.
11111 Wilcrest Green Drive, Suite 128
Houston, Texas 77042
713.975.8555

Charles A. Othon
Printed Name

President
Title

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 8: Buy America Certifications

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: 11/06/2015

Signature:



Printed Name: Charles A. Othon

Company Name: OTHON, INC.

Title: President

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



LEAD CONTRACTOR

LEAD CONTRACTOR



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposals | RFP Number: HSR 14-32



Form E: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority’s Conflict of Interest Policy defines organizational conflicts of interest as follows:

“Organizational Conflict of Interest” means a circumstance arising out of a Contractor’s existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant’s ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority’s procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

Lead Contractor California Rail Builders has no past, present or planned interests which may result, or could be viewed as, as organizational conflict of interest in connection with the RFP.

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



3. Explanation

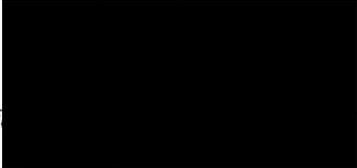
In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

Lead Contractor California Rail Builders has no organizational conflicts of interest.

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.

Signature of Official 

Jose Baraja
Printed Name

Authorized Representative
Title

**Offering Organization Name,
Address, and Telephone**

California Rail Builders
5670 Wilshire Blvd, Suite 600
Los Angeles, CA 90036
(323) 302-4222



Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

I, Jose Baraja hereby certify that
(Name of Entity's Official Representative)

California Rail Builders
(Name of Entity)

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or federal department or agency;
- Has not within a three-year period preceding this Proposal 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) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Has not within a five-year period preceding this Proposal in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens; and
- Has not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

If the Proposer or any Equity Member or Subcontractor is unable to certify to any of the statements in this certification, such prospective Proposer, Equity Member or Subcontractor shall attach an explanation to this certification.

Signature of 

Jose Baraja
Printed Name

Authorized Representative
Title

**Organization Name,
Address, and Telephone**

California Rail Builders
5670 Wilshire Blvd, Suite 600
Los Angeles, CA 90036
(323) 302-4222

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 3: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Jose Baraja who, after being by me duly sworn, on oath deposed as follows:

My name is Jose Baraja I am the Authorized Representative
(Entity's Official Representative Printed Name) (Title)
of California Rail Builders
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

An **“Organizational Conflict of Interest”** means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

- 1. California Rail Builders, its officers, employees, and agents, are subject to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of California Rail Builders its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 14-32 or any contract that may be entered as a result of this Request for Proposals.

- 2. California Rail Builders, its officers, employees, and agents, do not have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
- 3. If an Organizational Conflict of Interest is discovered at any time in the future,



California Rail Builders will submit an Organizational Conflicts of Interest Disclosure Statement (Form E), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.

Signature of 
Jose Baraja
Printed Name

11/20/15

Authorized Representative
Title

ACKNOWLEDGEMENT

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 Los Angeles

On 11-20-15 before me, Gwenn Albright, Notary Public
(insert name and title of the officer)

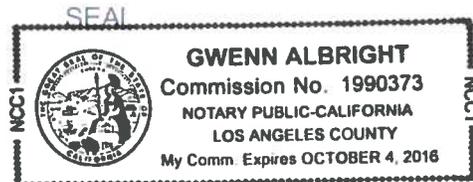
personally appeared Jose Baraja who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature



Cert. 4: Equal Employment Opportunity Certification

The undersigned certifies on behalf of California Rail Builders that:

California Rail Builders

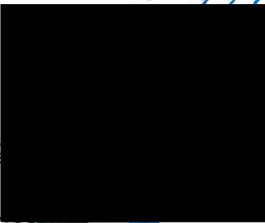
(Name of entity making certification)

Check one of the following boxes:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature _____


Jose Baraja
Printed Name

Authorized Representative
Title

**Offering Organization Name,
Address, and Telephone**

California Rail Builders 5670 Wilshire Blvd, Suite 600 Los Angeles, CA 90036 (323) 302-4222
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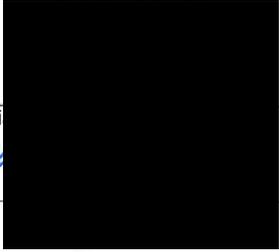
RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 5: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Contract.

Signature of Official _____
Jose Baraja _____
Printed Name _____
Authorized Representative _____
Title _____



**Offering Organization Name,
Address, and Telephone**

California Rail Builders
5670 Wilshire Blvd, Suite 600
Los Angeles, CA 90036
(323) 302-4222

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 7: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority's pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.

<p>_____ Signature of Official Representative</p> <p>_____ Jose Baraja Printed Name</p> <p>_____ Authorized Representative Title</p>	<p>Offering Organization Name, Address, and Telephone</p> <div style="border: 1px solid black; padding: 5px;"> <p>California Rail Builders 5670 Wilshire Blvd, Suite 600 Los Angeles, CA 90036 (323) 302-4222</p> </div>
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RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 8: Buy America Certifications

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: November 25, 2015

Signature: _____

Printed Name: Jose Baraja

Company Name: California Rail Builders

Title: Authorized Representative

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



SUBCONTRACTORS



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposals | RFP Number: HSR 14-32



BOND AND KENNEDY, INC.



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Form E: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

"Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

none



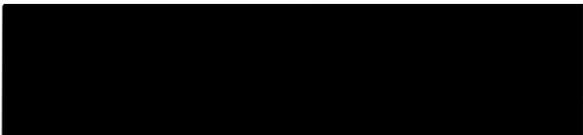
3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

n/a

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.



Cinda L. Bond

Printed Name

President

Title

**Offering Organization Name,
Address, and Telephone**

Bond and Kennedy, Inc.
 PO Box 11990
 Pleasanton, CA 94588
 925.484.4007



Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

I, Cinda Bond hereby certify that
(Name of Entity's Official Representative)
Bond and Kennedy, Inc.
(Name of Entity)

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or federal department or agency;
- Has not within a three-year period preceding this Proposal 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) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Has not within a five-year period preceding this Proposal in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens; and
- Has not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

If the Proposer or any Equity Member or Subcontractor is unable to certify to any of the statements in this certification, such prospective Proposer, Equity Member or Subcontractor shall attach an explanation to this certification.



Signature of Official Representative

Cinda L. Bond

Printed Name

President

Title

**Organization Name,
Address, and Telephone**

Bond and Kennedy, Inc.
PO Box 11990
Pleasanton, CA 94588
925.484.4007



Cert. 3: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Cinda Bond who, after being by me duly sworn, on oath deposed as follows:

My name is Cinda Bond I am the President
(Entity's Official Representative Printed Name) (Title)
of Bond and Kennedy, Inc.
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

An "**Organizational Conflict of Interest**" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

- 1. Bond and Kennedy, Inc., its officers, employees, and agents, are subject to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of Bond and Kennedy, Inc. its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 14-32 or any contract that may be entered as a result of this Request for Proposals.

- 2. Bond and Kennedy, Inc., its officers, employees, and agents, do not have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
- 3. If an Organizational Conflict of Interest is discovered at any time in the future,



RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015

Bond and Kennedy, Inc. will submit an Organizational Conflicts of Interest Disclosure Statement (Form E), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.



Signature of Official Representative

Cinda L. Bond

Printed Name

President

Title

ACKNOWLEDGEMENT

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 ALAMEDA

On Nov 14th 2015 before me, HARPAL SAHI Notary Public (insert name and title of the officer)

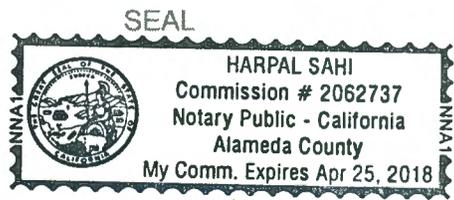
personally appeared CINDA L. BOND who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature



RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015

Cert. 4: Equal Employment Opportunity Certification

The undersigned certifies on behalf of Bond and Kennedy, Inc. that:

Bond and Kennedy, INC.

(Name of entity making certification)

Check one of the following boxes:

It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).

It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.



Signature of Official Representative

Cinda L. Bond

Printed Name

President

Title

**Offering Organization Name,
Address, and Telephone**

Bond and Kennedy, Inc.
PO Box 11990
Pleasanton, CA 94588
925.484.4007



Cert. 5: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Contract.



Signature of Official Representative

Cinda L. Bond

Printed Name

President

Title

**Offering Organization Name,
Address, and Telephone**

Bond and Kennedy, Inc.
PO Box 11990
Pleasanton, CA 94588
925.484.4007

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



Cert. 7: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority's pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.



 Signature of Official Representative

Cinda L. Bond

 Printed Name

President

 Title

**Offering Organization Name,
Address, and Telephone**

Bond and Kennedy, Inc. PO Box 11990 Pleasanton, CA 94588 925.484.4007
--

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



Cert. 8: Buy America Certifications

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: November 12, 2015

Signature: 

Printed Name: Cinda L. Bond

Company Name: Bond and Kennedy, Inc.

Title: President

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



G&C EQUIPMENT CORPORATION



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Form E: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority’s Conflict of Interest Policy defines organizational conflicts of interest as follows:

“Organizational Conflict of Interest” means a circumstance arising out of a Contractor’s existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant’s ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority’s procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

None

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



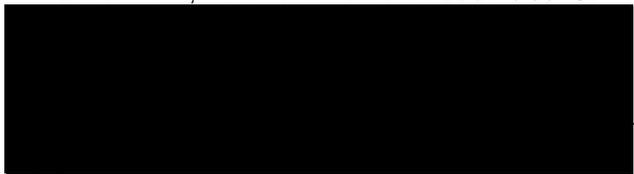
3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

N/A

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.



Jim Hutchison
Printed Name

Project Manager
Title

Offering Organization Name,
Address, and Telephone

G & C Corporation
 1675 W. Redondo Beach Blvd.,
 Suite 102
 Gardena, CA 90247
 Telephone # 310-515-6715
 Fax # 310-515-5046

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



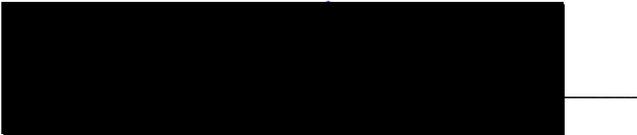
Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

I, Jim Hutchison hereby certify that
(Name of Entity's Official Representative)

G&C EQUIPMENT CORPORATION
(Name of Entity)

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or federal department or agency;
- Has not within a three-year period preceding this Proposal 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) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Has not within a five-year period preceding this Proposal in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens; and
- Has not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

If the Proposer or any Equity Member or Subcontractor is unable to certify to any of the statements in this certification, such prospective Proposer, Equity Member or Subcontractor shall attach an explanation to this certification.



Jim Hutchison
Printed Name

Project Manager
Title

Organization Name,
Address, and Telephone

G & C Corporation
 1875 W. Redondo Beach Blvd.
 Suite 102
 Gardena, CA 90247
 Telephone # 310-515-6716
 Fax # 310-515-8046

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 3: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Jim Hutchison who, after being by me duly sworn, on oath deposed as follows:

My name is Jim Hutchison I am the Project Manager
(Entity's Official Representative Printed Name) (Title)

of G&C Equipment Corporation
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

An "**Organizational Conflict of Interest**" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

1. G&C Equipment Corporation, its officers, employees, and agents, are subject to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of G&C Equipment Corporation
(Entity Name)

its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 14-32 or any contract that may be entered as a result of this Request for Proposals.

2. G&C Equipment Corporation, its officers, employees, and agents, do not have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
3. If an Organizational Conflict of Interest is discovered at any time in the future,



G&C Equipment Corporation will submit an Organizational Conflicts of Interest Disclosure Statement (Form E), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.



Jim Hutchison
Printed Name

Project Manager
Title

ACKNOWLEDGEMENT

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.

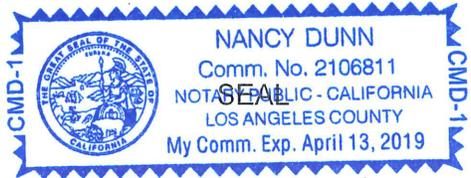
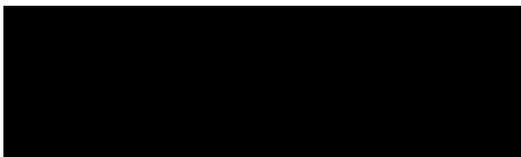
State of California California
County of Los Angeles

On November 10, 2015 before me, Nancy Dunn
(insert name and title of the officer)

personally appeared Jim Hutchinson Project Manager, who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015

Cert. 4: Equal Employment Opportunity Certification

The undersigned certifies on behalf of G&C Equipment Corporation that:

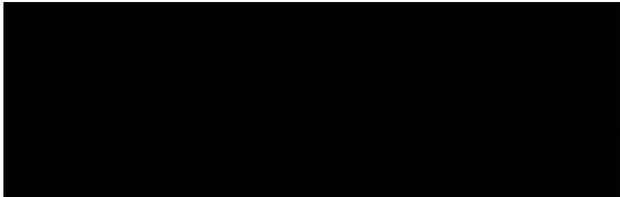
G&C Equipment Corporation
(Name of entity making certification)

Check one of the following boxes:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.



Jim Hutchison
Printed Name

Project Manager
Title

Offering Organization Name,
Address, and Telephone

G & C Corporation
1875 W. Redondo Beach Blvd.,
Suite 102
Gardena, CA 90247
Telephone # 310-515-6715
Fax # 310-515-8046

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 5: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Contract.



Jim Hutchison
Printed Name

Project Manager
Title

Offering Organization Name,
Address, and Telephone

G & C Corporation
1675 W. Redondo Beach Blvd.
Suite 102
Gardena, CA 90247
Telephone # 310-515-6775
Fax # 310-515-8046

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 7: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority's pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.



Jim Hutchison
Printed Name

Project Manager
Title

Offering Organization Name,
Address, and Telephone

**G & C Corporation
1675 W. Redondo Beach Blvd.,
Suite 102
Gardena, CA 90247
Telephone # 310-515-6715
Fax # 310-515-6046**

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 8: Buy America Certifications

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: 11/09/2015

Signature: 

Printed Name: Jim Hutchison

Company Name: G&C Equipment Corporation

Title: Project Manager

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



GRIFFITH COMPANY



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32



Form E: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

"Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

None



3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

N/A

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.



Signature of Official Representative

Daniel A. McGrew
Printed Name

Vice President
Title

**Offering Organization Name,
Address, and Telephone**

Griffith Company
3050 E. Birch St.
Brea, CA 92821
714-984-5500



Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

I, Daniel A. McGrew hereby certify that
(Name of Entity's Official Representative)

Griffith Company
(Name of Entity)

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or federal department or agency;
- Has not within a three-year period preceding this Proposal 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) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Has not within a five-year period preceding this Proposal in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens; and
- Has not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

If the Proposer or any Equity Member or Subcontractor is unable to certify to any of the statements in this certification, such prospective Proposer, Equity Member or Subcontractor shall attach an explanation to this certification.


Signature of Official Representative

Daniel A. McGrew
Printed Name

Vice President
Title

Organization Name,
Address, and Telephone

Griffith Company
3050 E. Birch St.
Brea, CA 92821
714-984-5500

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 3: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Daniel A. McGrew
who, after being by me duly sworn, on oath deposed as follows:

My name is Daniel A. McGrew I am the Vice President
(Entity's Official Representative Printed Name) (Title)
of Griffith Company
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

An **“Organizational Conflict of Interest”** means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

1. Griffith Company, its officers, employees, and agents, are subject
(Entity Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of Griffith Company
(Entity Name)
its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 14-32 or any contract that may be entered as a result of this Request for Proposals.

2. Griffith Company, its officers, employees, and agents, do not
(Entity Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
3. If an Organizational Conflict of Interest is discovered at any time in the future,



Griffith Company will submit an Organizational Conflicts of Interest Disclosure Statement (Form E), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.



Daniel A. McGrew
Printed Name

Vice President
Title

ACKNOWLEDGEMENT

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.

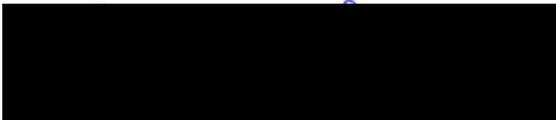
State of California
County of Orange)

On 11/9/15 before me, Heather Gault, Notary Public
(insert name and title of the officer)

personally appeared Daniel A. McGrew, who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



SEAL



Cert. 4: Equal Employment Opportunity Certification

The undersigned certifies on behalf of Griffith Company that:

Griffith Company

(Name of entity making certification)

Check one of the following boxes:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

[Redacted Signature]

Signature of Official Representative

Daniel A. McGrew

Printed Name

Vice President

Title

Offering Organization Name,
Address, and Telephone

3050 E. Birch St., Brea, CA 92821

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 5: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Contract.



Signature of Official Representative

Daniel A. McGrew
Printed Name

Vice President
Title

**Offering Organization Name,
Address, and Telephone**

Griffith Company
3050 E. Birch St.
Brea, CA 92821
714-984-5500

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 7: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority's pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.

[Redacted Signature]

Signature of Official Representative

Daniel A. McGrew

Printed Name

Vice President

Title

**Offering Organization Name,
Address, and Telephone**

Griffith Company
3050 E. Birch St.
Brea, CA 92821
714-984-5500

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 8: Buy America Certifications

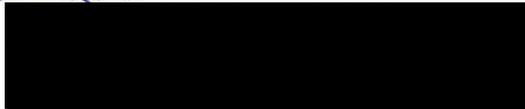
The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: 11/9/15

Signature:



Printed Name: Daniel A. McGrew

Company Name: Griffith Company

Title: Vice President

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



JENNY ENGINEERING CORP., INC.



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32



Form E: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority’s Conflict of Interest Policy defines organizational conflicts of interest as follows:

“Organizational Conflict of Interest” means a circumstance arising out of a Contractor’s existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant’s ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority’s procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

NONE

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



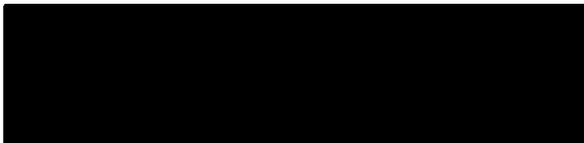
3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

N/A

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.



Prakash M. Donde, P.E.
 Printed Name

Principal
 Title

**Offering Organization Name,
 Address, and Telephone**

Jenny Engineering Corp., Inc.
 2 Edison Place
 Springfield, NJ 07081
 (973) 379-6699



Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

I, Prakash M. Donde hereby certify that
(Name of Entity's Official Representative)

Jenny Engineering Corp., Inc.
(Name of Entity)

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or federal department or agency;
- Has not within a three-year period preceding this Proposal 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) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Has not within a five-year period preceding this Proposal in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens; and
- Has not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

If the Proposer or any Equity Member or Subcontractor is unable to certify to any of the statements in this certification, such prospective Proposer, Equity Member or Subcontractor shall attach an explanation to this certification.

[Redacted Signature]

Signature of Official Representative

Prakash M. Donde, P.E.

Printed Name

Principal

Title

**Organization Name,
Address, and Telephone**

Jenny Engineering Corp., Inc.
2 Edison Place
Springfield, NJ 07081
(973) 379-6699

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 3: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Prakash M. Donde
who, after being by me duly sworn, on oath deposed as follows:

My name is Prakash M. Donde I am the Principal
(Entity's Official Representative Printed Name) (Title)
of Jenny Engineering Corp., Inc.
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

An **"Organizational Conflict of Interest"** means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

1. Jenny Engineering Corp., Inc., its officers, employees, and agents, are subject
(Entity Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of Jenny Engineering Corp., Inc.
(Entity Name)
its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 14-32 or any contract that may be entered as a result of this Request for Proposals.

2. Jenny Engineering Corp., Inc., its officers, employees, and agents, do not
(Entity Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
3. If an Organizational Conflict of Interest is discovered at any time in the future,



Jenny Engineering Corp., Inc. will submit an Organizational Conflicts of Interest Disclosure Statement (Form E), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.



Prakash M. Donde, P.E.
Printed Name

Principal
Title

ACKNOWLEDGEMENT

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~~ New Jersey
County of Morris

On November 12, 2015 before me, Karen G. Paulercio, Notary Public, State of New Jersey (insert name and title of the officer)

personally appeared Prakash M. Donde, who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature

KAREN G. PAULERCIO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 9, 2020



Cert. 4: Equal Employment Opportunity Certification

The undersigned certifies on behalf of Jenny Engineering Corp., Inc. that:

Jenny Engineering Corp., Inc.

(Name of entity making certification)

Check one of the following boxes:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

[Redacted Signature]

Signature of Official Representative

Prakash M. Donde, P.E.

Printed Name

Principal

Title

**Offering Organization Name,
Address, and Telephone**

Jenny Engineering Corp., Inc.
2 Edison Place
Springfield, NJ 07081
(973) 379-6699

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 5: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Contract.



**Offering Organization Name,
Address, and Telephone**

Jenny Engineering Corp., Inc.
2 Edison Place
Springfield, NJ 07081
(973) 379-6699

Prakash M. Donde, P.E.
Printed Name

Principal
Title

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 7: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority's pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.



Signature of Official Representative

Prakash M. Donde, P.E.

Printed Name

Principal

Title

**Offering Organization Name,
Address, and Telephone**

Jenny Engineering Corp., Inc.
2 Edison Place
Springfield, NJ 07081
(973) 379-6699

RFP No.: HSR 14-32 – Addendum No. 3 – 10/28/2015



Cert. 8: Buy America Certifications

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: 11-12-15

Signature:



Printed Name: Prakash M. Donde, P.E.

Company Name: Jenny Engineering Corp., Inc.

Title: Principal

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



JMA CIVIL, INC.



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32



Form E: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority’s Conflict of Interest Policy defines organizational conflicts of interest as follows:

“Organizational Conflict of Interest” means a circumstance arising out of a Contractor’s existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant’s ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority’s procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

None.

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



3. Explanation

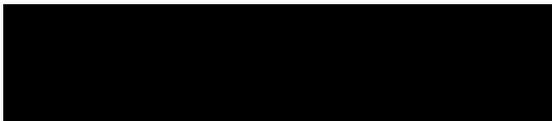
In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

N/A.

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.



Ethan Hartsell

Printed Name

Vice President

Title

**Offering Organization Name,
Address, and Telephone**

JMA Civil, Inc.
4725 First Street, Ste 275
Pleasanton, CA 94566



Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

I, Ethan Hartsell hereby certify that
(Name of Entity's Official Representative)
JMA Civil, Inc.
(Name of Entity)

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or federal department or agency;
- Has not within a three-year period preceding this Proposal 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) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Has not within a five-year period preceding this Proposal in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens; and
- Has not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

If the Proposer or any Equity Member or Subcontractor is unable to certify to any of the statements in this certification, such prospective Proposer, Equity Member or Subcontractor shall attach an explanation to this certification.



Ethan Hartsell
Printed Name
Vice President
Title

**Organization Name,
Address, and Telephone**

JMA Civil, Inc.
4725 First Street, Ste 275
Pleasanton, CA 94566

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



Cert. 3: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Ethan Hartsell who, after being by me duly sworn, on oath deposed as follows:

My name is Ethan Hartsell I am the Vice President
(Entity's Official Representative Printed Name) (Title)
of JMA Civil, Inc.
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY’s Conflict of Interest Policy contains the following definition:

An **“Organizational Conflict of Interest”** means a circumstance arising out of a Contractor’s existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant’s ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority’s procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

- 1. JMA Civil, Inc., its officers, employees, and agents, are subject to the provisions of the, AUTHORITY’s Conflict of Interest Policy.

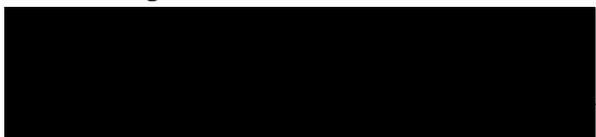
A diligent search of the relationships and interests of JMA Civil, Inc. its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 14-32 or any contract that may be entered as a result of this Request for Proposals.

- 2. JMA Civil, Inc., its officers, employees, and agents, do not have an Organizational Conflict of Interest under the AUTHORITY’s Conflict of Interest Policy.
- 3. If an Organizational Conflict of Interest is discovered at any time in the future,



RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015

JMA Civil, Inc. will submit an Organizational Conflicts of Interest Disclosure Statement (Form E), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.



Ethan Hartsell

Printed Name

Vice President

Title

ACKNOWLEDGEMENT

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.

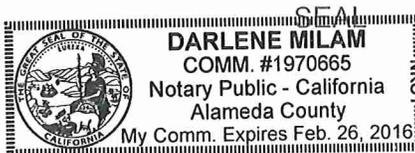
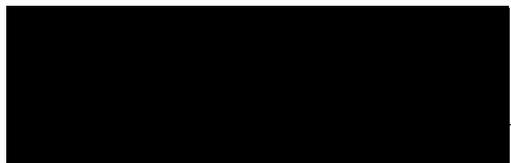
State of California
County of ALAMEDA

On NOV 10, 2015 before me, Darlene Milam, Notary Public
(insert name and title of the officer)

personally appeared ETHAN HARTSELL, who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015

Cert. 4: Equal Employment Opportunity Certification

The undersigned certifies on behalf of JMA Civil, Inc. that:

JMA Civil, Inc.

(Name of entity making certification)

Check one of the following boxes:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.



**Offering Organization Name,
Address, and Telephone**

Ethan Hartsell
 Printed Name
Vice President
 Title

JMA Civil, Inc.
 4725 First Street, Ste 275
 Pleasanton, CA 94566

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



Cert. 5: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Contract.



Ethan Hartsell

Printed Name

Vice President

Title

**Offering Organization Name,
Address, and Telephone**

JMA Civil, Inc.
4725 First Street, Ste 275
Pleasanton, CA 94566

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



Cert. 7: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority's pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.



**Offering Organization Name,
Address, and Telephone**

Ethan Hartsell

Printed Name

Vice President

Title

JMA Civil, Inc.
4725 First Street, Ste 275
Pleasanton, CA 94566

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



Cert. 8: Buy America Certifications

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: November 10, 2015

Signature:



Printed Name: Ethan Hartsell

Company Name: JMA Civil, Inc.

Title: Vice President

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



KATCH ENVIRONMENTAL INC.



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32



Form E: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

"Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

NA

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



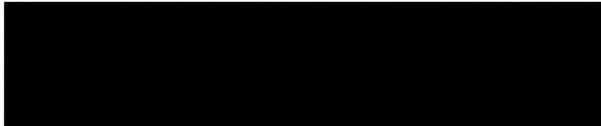
3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

NA

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.



Paul Katchourian
Printed Name

President
Title

Offering Organization Name,
Address, and Telephone

Katch Environmental Inc.
4975 E. Dakota Ave.
Fresno, CA 93727
559-292-6653

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



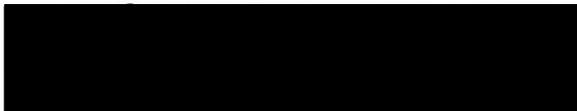
Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

I, Paul Katchadourian hereby certify that
(Name of Entity's Official Representative)

KATCH Environmental Inc.
(Name of Entity)

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or federal department or agency;
- Has not within a three-year period preceding this Proposal 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) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Has not within a five-year period preceding this Proposal in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens; and
- Has not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

If the Proposer or any Equity Member or Subcontractor is unable to certify to any of the statements in this certification, such prospective Proposer, Equity Member or Subcontractor shall attach an explanation to this certification.



Organization Name,
Address, and Telephone

Katch Environmental Inc.
4975 E. Dakota Ave.
Fresno, CA 93727

559-260-2992

Paul Katchadourian
Printed Name

President
Title

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



Cert. 3: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Paul Katchadourian who, after being by me duly sworn, on oath deposed as follows:

My name is Paul Katchadourian I am the President
(Entity's Official Representative Printed Name) (Title)
of KATCH Environmental Inc
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

An "Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

1. KATCH Environmental Inc, its officers, employees, and agents, are subject to the provisions of the, AUTHORITY's Conflict of Interest Policy.

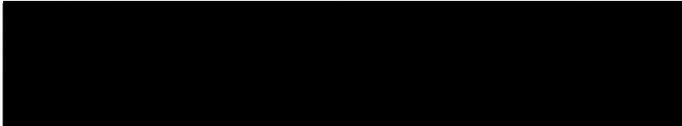
A diligent search of the relationships and interests of KATCH Environmental Inc its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 14-32 or any contract that may be entered as a result of this Request for Proposals.

2. KATCH Environmental Inc, its officers, employees, and agents, do not have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
3. If an Organizational Conflict of Interest is discovered at any time in the future,



RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015

KARH Environmental Inc. will submit an Organizational Conflicts of Interest Disclosure Statement (Form E), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.



Paul Katchadourian
Printed Name

President
Title

ACKNOWLEDGEMENT

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.

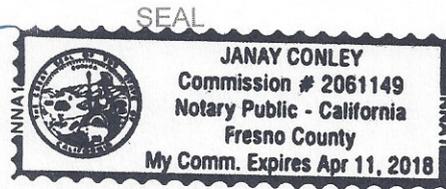
State of California
County of Fresno

On Nov. 18, 2015 before me, Janay Conley Notary Public
(insert name and title of the officer)

personally appeared Paul Katchadourian, who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015

Cert. 4: Equal Employment Opportunity Certification

The undersigned certifies on behalf of KATCH Environmental Inc that:

Katch Environmental, Inc.

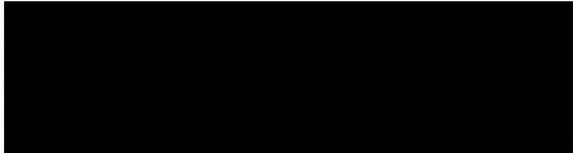
(Name of entity making certification)

Check one of the following boxes:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.



Offering Organization Name,
Address, and Telephone

Katch Environmental Inc.
4975 E. Dakota Ave.
Fresno, CA 93727

559-292-6653

Paul Katchourian
Printed Name

President
Title

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



Cert. 5: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Contract.



Offering Organization Name,
Address, and Telephone

Katch Environmental Inc.
4975 E. Dakota Ave.
Fresno, CA 93727

559-292-6653

Paul Katchadourian
Printed Name

President
Title

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



Cert. 7: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority's pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.



Offering Organization Name,
Address, and Telephone

Katch Environmental Inc.
4975 E. Dakota Ave.
Fresno, CA 93727

559-292-6653

Paul Kitchadourian
Printed Name

President
Title

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



Cert. 8: Buy America Certifications

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: 11-18-15

Signature: 

Printed Name: Paul Katchadourian

Company Name: RATCH Environmental Inc

Title: President

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



MARRS SERVICES, INC.



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Form E: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority’s Conflict of Interest Policy defines organizational conflicts of interest as follows:

“Organizational Conflict of Interest” means a circumstance arising out of a Contractor’s existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant’s ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority’s procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

MARRS Services, Inc. has no conflicts of interest to disclose.

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

Not Applicable

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.



Riaz Chaudhary, PE
Printed Name

Principal
Title

**Offering Organization Name,
Address, and Telephone**

MARRS Services, Inc.
340 E. Commonwealth Ave.
Fullerton, CA 92832
714-213-8650



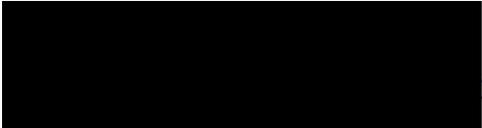
RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015

Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

I, Riaz Chaudhary, PE, Principal hereby certify that
(Name of Entity's Official Representative)
MARRS Services, Inc.
(Name of Entity)

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or federal department or agency;
- Has not within a three-year period preceding this Proposal 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) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Has not within a five-year period preceding this Proposal in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens; and
- Has not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

If the Proposer or any Equity Member or Subcontractor is unable to certify to any of the statements in this certification, such prospective Proposer, Equity Member or Subcontractor shall attach an explanation to this certification.



Riaz Chaudhary, PE
Printed Name

Principal
Title

**Organization Name,
Address, and Telephone**

MARRS Services, Inc.
340 E. Commonwealth Ave.
Fullerton, CA 92832
714-213-8650

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



Cert. 3: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Riaz CHAUDHARY who, after being by me duly sworn, on oath deposed as follows:

My name is Riaz Chaudahry I am the Principal
(Entity's Official Representative Printed Name) (Title)

of MARRS Services, Inc.
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

An "**Organizational Conflict of Interest**" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

1. MARRS Services, Inc., its officers, employees, and agents, are subject to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of MARRS Services, Inc.
(Entity Name)

its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 14-32 or any contract that may be entered as a result of this Request for Proposals.

2. MARRS Services, Inc., its officers, employees, and agents, do not have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
3. If an Organizational Conflict of Interest is discovered at any time in the future,



MARRS Services, Inc. will submit an Organizational Conflicts of Interest Disclosure Statement (Form E), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.



Riaz Chaudhary, PE

Printed Name

Principal

Title

ACKNOWLEDGEMENT

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.

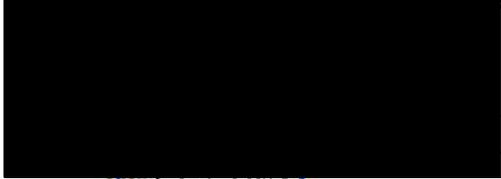
State of California
County of Orange

On November 11, 2015 before me, Miliana Moeone
(insert name and title of the officer)

personally appeared Riaz CHAUDHARY who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015

Cert. 4: Equal Employment Opportunity Certification

The undersigned certifies on behalf of MARRS Services, Inc. that:

MARRS Services, Inc.

(Name of entity making certification)

Check one of the following boxes:

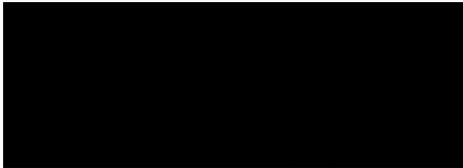
It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).

It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.



Riaz Chaudhary, PE

Printed Name

Principal

Title

**Offering Organization Name,
Address, and Telephone**

MARRS Services, Inc.
340 E. Commonwealth Ave.
Fullerton, CA 92832
714-213-8650

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



Cert. 5: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Contract.



Riaz Chaudhary, PE
Printed Name

Principal
Title

**Offering Organization Name,
Address, and Telephone**

MARRS Services, Inc.
340 E. Commonwealth Ave.
Fullerton, CA 92832
714-213-8650

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015

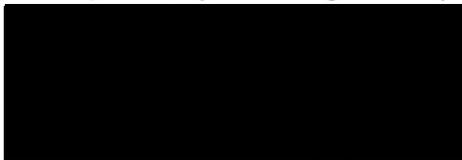


Cert. 7: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority's pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.



Riaz Chaudhary, PE

Printed Name

Principal

Title

**Offering Organization Name,
Address, and Telephone**

MARRS Services, Inc.
340 E. Commonwealth Ave.
Fullerton, CA 92832
714-213-8650

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



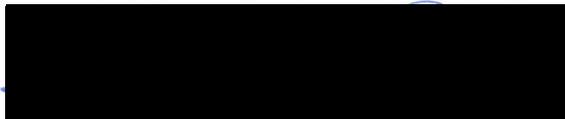
Cert. 8: Buy America Certifications

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: November 10, 2015

Signature: 

Printed Name: Riaz Chaudhary, PE

Company Name: MARRS Services, Inc.

Title: Principal

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015

USC SUPPLY



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32



Form E: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

"Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

N/A

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



3. Explanation

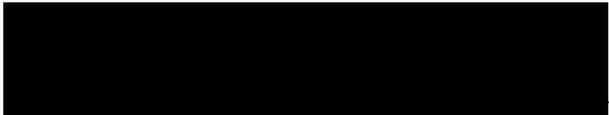
In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

N/A

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.



Edmond Rossovich

Printed Name

President

Title

Offering Organization Name,
Address, and Telephone

USC Supply
12305 Locksley Lane
Auburn, CA 95602
530-273-1639



Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

I, Edmond Rossovich hereby certify that

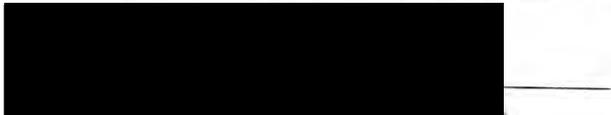
(Name of Entity's Official Representative)

USC Supply

(Name of Entity)

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or federal department or agency;
- Has not within a three-year period preceding this Proposal 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) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Has not within a five-year period preceding this Proposal in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens; and
- Has not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

If the Proposer or any Equity Member or Subcontractor is unable to certify to any of the statements in this certification, such prospective Proposer, Equity Member or Subcontractor shall attach an explanation to this certification.



Edmond Rossovich

Printed Name

President

Title

Organization Name,
Address, and Telephone

USC Supply
12305 Locksley Lane
Auburn, CA 95602
530-273-1639

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



Cert. 3: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Edmond Louis Rossoovich Jr who, after being by me duly sworn, on oath deposed as follows:

My name is Edmond Louis Rossoovich Jr I am the President
(Entity's Official Representative Printed Name) (Title)
 of USC Supply
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

An "**Organizational Conflict of Interest**" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

1. USC Supply, its officers, employees, and agents, are subject to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of USC Supply
(Entity Name)
 its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 14-32 or any contract that may be entered as a result of this Request for Proposals.

2. USC Supply, its officers, employees, and agents, do not have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
3. If an Organizational Conflict of Interest is discovered at any time in the future,



USC Supply

(Entity Name) will submit an Organizational Conflicts of Interest Disclosure Statement (Form E), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.



Edmond Louis Rossovich Jr

Printed Name

President

Title

ACKNOWLEDGEMENT

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.

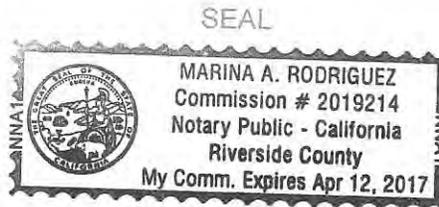
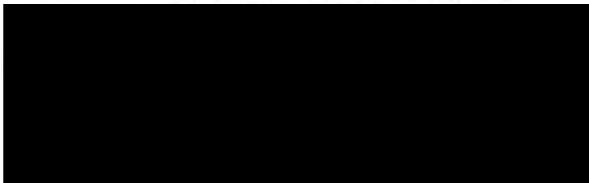
State of California
County of Riverside

On November 18th 2015 before me, Marina A Rodriguez, Notary Public,
(insert name and title of the officer)

personally appeared Edmond Louis Rossovich Jr who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Cert. 4: Equal Employment Opportunity Certification

The undersigned certifies on behalf of USC Supply that:

USC Supply

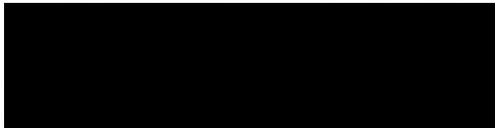
(Name of entity making certification)

Check one of the following boxes:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.



Edmond Rossovich

Printed Name

President

Title

Offering Organization Name,
Address, and Telephone

USC Supply 12305 Locksley Lane Auburn, CA 95602 530-273-1639

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



Cert. 5: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Contract.



Offering Organization Name,
Address, and Telephone

Edmond Rossovich

Printed Name

President

Title

USC SUPPLY
12305 Locksley Lane
Auburn, CA 95602
530-273-1639

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015

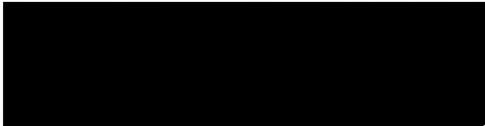


Cert. 7: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority's pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.



Offering Organization Name,
Address, and Telephone

Edmond Rossovich

Printed Name

President

Title

USC Supply
12305 Locksley Lane
Auburn, CA 95602

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



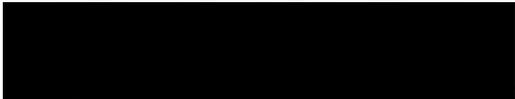
Cert. 8: Buy America Certifications

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: 11/18/2015

Signature: 

Printed Name: Edmond Rossovich

Company Name: USC Supply

Title: President

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



UNICO ENGINEERING, INC.



CALIFORNIA HIGH-SPEED RAIL PROJECT

Design-Build Contract for
CONSTRUCTION PACKAGE 4

Proposal | RFP Number: HSR 14-32

Form E: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

“Organizational Conflict of Interest” means a circumstance arising out of a Contractor’s existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant’s ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority’s procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

None



3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

N/A

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.

 Signature

Cesar Montes de Oca, PE

 Printed Name

President

 Title

**Offering Organization Name,
Address, and Telephone**

110 Blue Ravine Rd, Suite 101
 Folsom, CA 95630
 916.900.6623

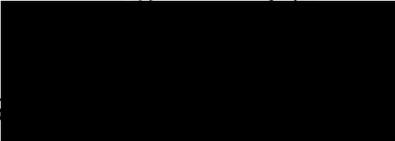


Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

I, Cesar Montes de Oca, PE hereby certify that
(Name of Entity's Official Representative)
UNICO Engineering, Inc.
(Name of Entity)

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or federal department or agency;
- Has not within a three-year period preceding this Proposal 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) transaction or contract under a public transaction; violation of federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Has not within a five-year period preceding this Proposal in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens; and
- Has not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

If the Proposer or any Equity Member or Subcontractor is unable to certify to any of the statements in this certification, such prospective Proposer, Equity Member or Subcontractor shall attach an explanation to this certification.

Signature of 

Cesar Montes de Oca, PE
Printed Name

President
Title

**Organization Name,
Address, and Telephone**

<p>110 Blue Ravine Rd, Suite 101 Folsom, CA 95630 916.900.6623</p>
--

RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015



Cert. 3: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Cesar Montes de Oca, PE who, after being by me duly sworn, on oath deposed as follows:

My name is Cesar Montes de Oca, PE I am the President
(Entity's Official Representative Printed Name) (Title)
 of UNICO Engineering, Inc.
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

An **"Organizational Conflict of Interest"** means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

1. UNICO Engineering, Inc., its officers, employees, and agents, are subject to the provisions of the, AUTHORITY's Conflict of Interest Policy.
(Entity Name)

A diligent search of the relationships and interests of UNICO Engineering, Inc.
(Entity Name)

its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 14-32 or any contract that may be entered as a result of this Request for Proposals.

2. UNICO Engineering, Inc., its officers, employees, and agents, do not have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
(Entity Name)
3. If an Organizational Conflict of Interest is discovered at any time in the future,



UNICO Engineering, Inc. will submit an Organizational Conflicts of Interest Disclosure Statement (Form E), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.

Signature of Officer [Redacted]

Cesar Montes de Oca, PE
Printed Name

President
Title

ACKNOWLEDGEMENT

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 SACRAMENTO

On 11/10/15 before me, ROBERT SMITH, NOTARY PUBLIC
(insert name and title of the officer)

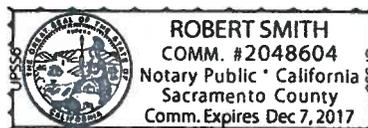
personally appeared CESAR MONTE S DE OCA, who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Redacted Signature] Notary Signature

SEAL



RFP No.: HSR 14-32 - INITIAL RELEASE - 05/27/2015

Cert. 4: Equal Employment Opportunity Certification

The undersigned certifies on behalf of UNICO Engineering, Inc. that:

UNICO Engineering, Inc.

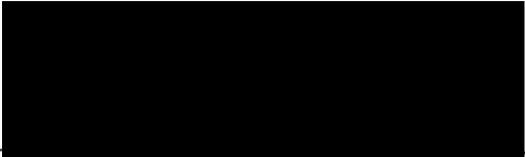
(Name of entity making certification)

Check one of the following boxes:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.



Signature of Official Representative

Cesar Montes de Oca, PE

Printed Name

President

Title

**Offering Organization Name,
Address, and Telephone**

110 Blue Ravine Rd, Suite 101 Folsom, CA 95630 916.900.6623

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Cert. 5: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Contract.

Signature of 

Cesar Montes de Oca, PE
Printed Name

President
Title

**Offering Organization Name,
Address, and Telephone**

110 Blue Ravine Rd, Suite 101
Folsom, CA 95630
916.900.6623

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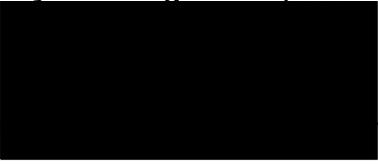


Cert. 7: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority's pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.

 Signature of 

 Cesar Montes de Oca, PE
 Printed Name

 President
 Title

**Offering Organization Name,
Address, and Telephone**

110 Blue Ravine Rd, Suite 101 Folsom, CA 95630 916.900.6623

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Cert. 8: Buy America Certifications

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: 11/10/2015

Signature: [Redacted Signature]

Printed Name: Cesar Montes de Oca, PE

Company Name: UNICO Engineering, Inc.

Title: President

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



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