

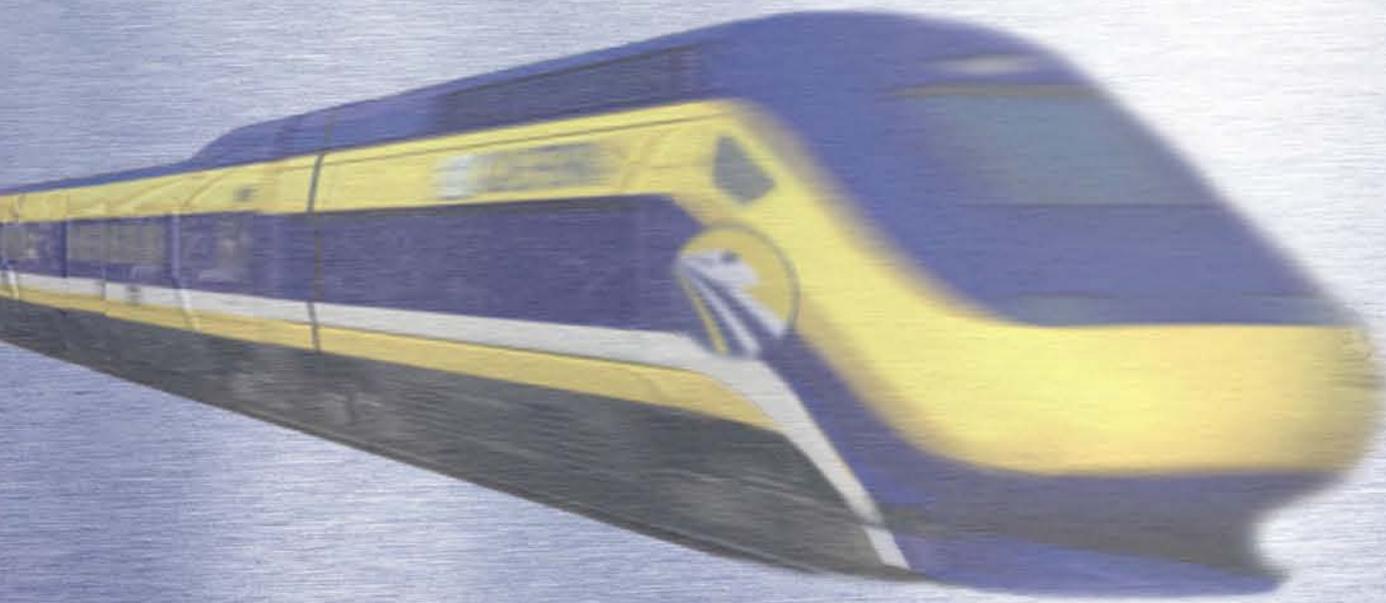


Dragados | Flatiron | Shimmick

Proposal for  
**Design-Build Services for  
CONSTRUCTION PACKAGE 2-3**

RFP NO.: HSR 13-57

**Volume 1A** - Administrative Submittals



CALIFORNIA  
**High-Speed Rail Authority**





**Form A: Transmittal Letter****PROPOSER:** Dragados/Flatiron/Shimmick Joint Venture**Proposal Date:** October 30, 2014

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 13-57 dated as of 04/02/2014, 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
Addendum No. 01	06/10/2014
Addendum No. 02	06/30/2014
Addendum No. 03	07/31/2014
Addendum No. 04	09/09/2014
Addendum No. 05	10/09/2014

The Authority's responses to the Proposer's Request for Information and Clarification No. 1 through No. 361 were issued in a series of emails to all Proposers to the addresses on file with the Authority.

Proposer's business address:

3200 Park Center Drive Suite 600  
 No. Street Floor or Suite

Costa Mesa CA 92626 United States  
 City State or Province ZIP or Postal Code Country

State or Country of Incorporation/Formation/Organization: Delaware

Signature of Official Representative

Alejandro Canga Botteghezl

Printed Name

Attorney-in-Fact

Title



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

**RFP No.: 13-57 – Addendum No. 5 - 10/09/2014**



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS;

That, the undersigned represent and warrant that they are authorized to execute this Power of Attorney on behalf of the entities described.

That with respect to the Request for Proposal No.: HSR 13-57 ("RFP") issued by California High-Speed Rail Authority ("Authority") in connection with Design-Build Contract Construction Package 2-3 ("Contract") and for the purpose of submitting a Technical Proposal and a Firm Fixed Price Offer ("Proposal") in response to the RFP, Dragados USA, Inc. ("DUSA"), Flatiron West, Inc. (Flatiron), and Shimmick Construction Co., Inc.. ("Shimmick") (each a "Party" and together "Parties"), as proposed joint venture partners in pursuit of the Project, do hereby designate, constitute, and appoint Alejandro Canga, of DUSA as the Official Representative and true and lawful Attorney-in-Fact of the Parties with the power and authority to represent, execute all documents, and bind the Parties, to submit and execute the Contract and to act for and bind the Parties in all matters relating to the Proposal and Award for the Project. The Parties further authorize the above individual, in their place and stead, to sign, initial, execute, and deliver on their behalf, and on behalf of the proposed joint venture, all documents related to the Proposal; ratifying and confirming all that Mr. Canga as said attorney, shall lawfully do or cause to be done by virtue hereof.

PROVIDED, HOWEVER, that the foregoing appointment of Mr. Canga as above specified, is hereby specifically made subject to revocation or amendment thereof as may hereafter be made by the Parties, which revocation or amendment shall not be effective until notice thereof has been delivered to the Authority.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed this 28 day of October, 2014.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on behalf of DUSA by its duly authorized representative this 28 day of October 2014.

ATTEST:

By 

DRAGADOS USA, INC.

By:   
Name Alejandro Canya Boltzholz  
Title West Coast President

STATE OF CA  
COUNTY OF Orange

Subscribed and sworn to before me this 28 day of October 2014.

  
Notary Public in and for Orange county,  
Said County and State California

My commission expires: May 17, 2018



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS;

That, the undersigned represent and warrant that they are authorized to execute this Power of Attorney on behalf of the entities described.

That with respect to the Request for Proposal No.: HSR 13-57 ("RFP") issued by California High-Speed Rail Authority ("Authority") in connection with Design-Build Contract Construction Package 2-3 ("Contract") and for the purpose of submitting a Technical Proposal and a Firm Fixed Price Offer ("Proposal") in response to the RFP, Dragados USA, Inc. ("DUSA"), Flatiron West, Inc. (Flatiron), and Shimmick Construction Co., Inc.. ("Shimmick") (each a "Party" and together "Parties"), as proposed joint venture partners in pursuit of the Project, do hereby designate, constitute, and appoint Alejandro Canga, of DUSA as the Official Representative and true and lawful Attorney-in-Fact of the Parties with the power and authority to represent, execute all documents, and bind the Parties, to submit and execute the Contract and to act for and bind the Parties in all matters relating to the Proposal and Award for the Project. The Parties further authorize the above individual, in their place and stead, to sign, initial, execute, and deliver on their behalf, and on behalf of the proposed joint venture, all documents related to the Proposal; ratifying and confirming all that Mr. Canga as said attorney, shall lawfully do or cause to be done by virtue hereof.

PROVIDED, HOWEVER, that the foregoing appointment of Mr. Canga as above specified, is hereby specifically made subject to revocation or amendment thereof as may hereafter be made by the Parties, which revocation or amendment shall not be effective until notice thereof has been delivered to the Authority.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed this 10<sup>th</sup> day of October, 2014.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on behalf of Flatiron by its duly authorized representative this 10<sup>th</sup> day of October 2014.

ATTEST: Flatiron West, Inc.

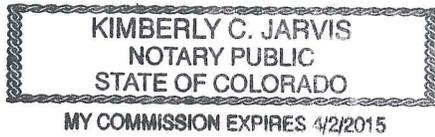
By 

Denise Kassel

Name G. Melody Pickett  
Title Vice President & Secretary

STATE OF COLORADO  
COUNTY OF WELD

Subscribed and sworn to before me this 10<sup>th</sup> day of October 2014.





Notary Public in and for  
Said County and State

My commission expires: 04/02/2015

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS;

That, the undersigned represent and warrant that they are authorized to execute this Power of Attorney on behalf of the entities described.

Execution of any document pursuant to this Power of Attorney granted by a Party is subject to the following condition: Execution of any document by a Party or individual holding a Power of Attorney is only authorized if, prior to execution of a document or use of the power, the Party or individual holding a Power of Attorney obtains the written consent, including email consent, of all parties to this Agreement. Failure or refusal to obtain such prior written consent shall constitute willful misconduct under the Agreement and shall subject the party or individual to liability thereunder for the unauthorized exercise of the Power of Attorney.

That with respect to the Request for Proposal No.: HSR 13-57 ("RFP") issued by California High-Speed Rail Authority ("Authority") in connection with Design-Build Contract Construction Package 2-3 ("Contract") and for the purpose of submitting a Technical Proposal and a Firm Fixed Price Offer ("Proposal") in response to the RFP, Dragados USA, Inc. ("DUSA"), Flatiron West, Inc. (Flatiron), and Shimmick Construction Co., Inc.. ("Shimmick") (each a "Party" and together "Parties"), as proposed joint venture partners in pursuit of the Project, do hereby designate, constitute, and appoint Alejandro Canga, of DUSA as the Official Representative and true and lawful Attorney-in-Fact of the Parties with the power and authority to represent, execute all documents, and bind the Parties, to submit and execute the Contract and to act for and bind the Parties in all matters relating to the Proposal and Award for the Project. The Parties further authorize the above individual, in their place and stead, to sign, initial, execute, and deliver on their behalf, and on behalf of the proposed joint venture, all documents related to the Proposal; ratifying and confirming all that Mr. Canga as said attorney, shall lawfully do or cause to be done by virtue hereof.

PROVIDED, HOWEVER, that the foregoing appointment of Mr. Canga as above specified, is hereby specifically made subject to revocation or amendment thereof as may hereafter be made by the Parties, which revocation or amendment shall not be effective until notice thereof has been delivered to the Authority.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on behalf of Shimmick by its duly authorized representative this 24 day of October 2014.

ATTEST:

Shimmick Construction Co., Inc.

By: \_\_\_\_\_

[Redacted Signature]

Name Jeffrey C Lessman  
Title Executive Vice President

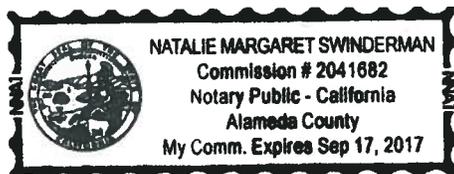
STATE OF California  
COUNTY OF Alameda

Subscribed and sworn to before me this 24 day of October 2014.

[Redacted Signature]

Notary Public in and for  
Said County and State

My commission expires: September 17, 2017



**Identification of Proposer Team Members  
(Form B)**

**Form B: Identification of Proposer Team Members**

NAME OF ENTITY	ROLE IN ORGANIZATION (Check all that apply)	NAME AND TITLE OF OFFICIAL REPRESENTATIVE
Dragados/Flatiron/Shimmick Joint Venture	Proposer	Alejandro Canga Botteghez: Attorney-in-Fact
Dragados USA, Inc.	<input checked="" type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input checked="" type="checkbox"/> Lead Contractor <input type="checkbox"/> Subcontractor	Alejandro Canga Botteghez: West Coast President
Flatiron West, Inc.	<input checked="" type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Subcontractor	Richard Grabinski: Vice President and District Manager
Shimmick Construction Co., Inc.	<input checked="" type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Subcontractor	Jeffrey C. Lessman: Executive Vice President
Dragados S.A.	<input type="checkbox"/> Equity Member <input checked="" type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Subcontractor	Ignacio Segura Suriñach: Chief Executive Officer
Flatiron Constructors, Inc.	<input type="checkbox"/> Equity Member <input checked="" type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Subcontractor	G. Melody Pickett: Vice President & Secretary
Jacobs Engineering Inc.	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor <input checked="" type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input type="checkbox"/> Subcontractor	Steven P. Bichich: Vice President
DeWalt Corporation	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input checked="" type="checkbox"/> Subcontractor	Aaron G. Byrd, PLS: Director of Surveying
Terracon Consultants Inc.	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input checked="" type="checkbox"/> Subcontractor	David D. Harwood: Senior Vice President



NAME OF ENTITY	ROLE IN ORGANIZATION (Check all that apply)	NAME AND TITLE OF OFFICIAL REPRESENTATIVE
Sener Engineering and Systems, Inc.	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input checked="" type="checkbox"/> Subcontractor	Francisco Fernandez-Lafuente: Chief Executive Officer
Fugro Consultants, Inc.	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input checked="" type="checkbox"/> Subcontractor	Farid Motamed: Vice President
James Transportation Group	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input checked="" type="checkbox"/> Subcontractor	John C. James: President
Mountain Pacific, Inc.	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input checked="" type="checkbox"/> Subcontractor	Paul Hamilton, PE: Principal
Rupert Construction Supply	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input checked="" type="checkbox"/> Subcontractor	Karen Wonnemberg: Manager
Alert-O-Lite Inc.	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input checked="" type="checkbox"/> Subcontractor	David Soto: Chief Executive Officer
Bradley Tanks, Inc.	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input checked="" type="checkbox"/> Subcontractor	Kevin Schoeing: Business Development
MJ Avila Company, Inc.	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input checked="" type="checkbox"/> Subcontractor	Mary Jo Avila: President
USC Supply	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor <input type="checkbox"/> Lead Designer <input type="checkbox"/> Lead Contractor <input checked="" type="checkbox"/> Subcontractor	Ed Rossovich: President





**Form C: Key Personnel Matrix**

**Proposer:** Dragados/Flatiron/Shimmick Joint Venture

Proposer hereby commits that, if awarded the design-build contract for Construction Package 2-3 (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/Director	Dragados USA	Lloyd Neal	N/A
Design Manager	Design Manager	Jacobs	Roger Trevett	N/A
Construction Manager	Construction Manager	Dragados USA	Rafael Molina	N/A
Quality Manager	Quality Manager	Dragados USA	Antoni Gimenez	N/A
Environmental Compliance Manager	Environmental Compliance Manager	Jacobs	David Clark	N/A

Signature of Official Representative



Printed Name **Alejandro Canga Botteghelz**

Attorney-in-Fact

Title





**Form D: Schedule of Subcontractor(s)/Subconsultant(s)**

Names and Addresses of Subcontractor(s)/Subconsultant(s)		Type of Work to be Performed	Small Business Status (Check all that apply)	Previous Year's Annual Gross Receipts
Name:	Jacobs Engineering Inc.	Engineering	<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:	3161 Michelson Drive, Suite 500			
City, State Zip:	Irvine, CA 92612			
Phone:	949-224-7500			
Fax:	949-224-7501			
Contact Person:	Roger Trevett	Age of Firm:	67 years	
Email:	Roger.trevett@jacobs.com			
Name:	DeWalt Corporation	Land Surveying, 3D Scanning	<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 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:	1930 22nd Street			
City, State Zip:	Bakersfield, CA 93301			
Phone:	661-323-4600			
Fax:	661-323-4674			
Contact Person:	Aaron G Byrd, PLS	Age of Firm:	49 years	
Email:	abyrd@dewaltcorp.com			
Name:	Terracon Consultants Inc.	Geotechnical Engineering	<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:	18001 West 106th Street, Suite 300			
City, State Zip:	Olathe, KS 66061			
Phone:	913-599-6886			
Fax:	913-559-0574			
Contact Person:	Kevin J. Scott	Age of Firm:	49 years	
Email:	kjscott@terracon.com			
Name:	Sener Engineering and Systems, Inc.	Engineering Services	<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 checked="" type="checkbox"/> \$2Mil-\$5Mil <input type="checkbox"/> > \$5Mil
Street Address:	555 Montgomery Street, Suite 650			
City, State Zip:	San Francisco, CA 94111			
Phone:	415-362-0130			
Fax:	415-362-0257			
Contact Person:	Michael Mallonee	Age of Firm:	6 years	
Email:	michael.mallonee@senerusa.com			

(Add rows/pages as needed) \* Please see attached for additional firms

Attach to this form copy(s) of applicable Small Business Certificates for those Subcontractor/Subconsultants that are designated as Small Business Entities

[Redacted Signature]

Signature of Official Representative

Alejandro Canga Botteghelz

Printed Name

Attorney-in-Fact

Title

Offering Organization Name, Address, and Telephone

Dragados/Flatiron/Shimmick JV  
 3200 Park Center Drive, Suite 600  
 Costa Mesa, CA 92626  
 657-229-7800



Names and Addresses of Subcontractor(s)/Subconsultant(s)		Type of Work to be Performed	Small Business Status (Check all that apply)	Previous Year's Annual Gross Receipts
Name:	Fugro Consultants, Inc.	Technical Consulting	<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	700 South Flower Street, Suite 2116		<input checked="" type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2 Mil
City, State Zip:	Los Angeles, Ca 90017		If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Phone:	213-788-3501			<input checked="" type="checkbox"/> > \$5Mil
Fax:	213-788-3526			
Contact Person:	Farid Motamed	Age of Firm:	44 Years	
Email:	Fmoted@fugro.com			
Name:	James Transportation Group	Small Business Program Management	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> < \$500K
Street Address:	PO BOX 6791		<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2 Mil
City, State Zip:	Folsom, Ca 95763		If "Yes": <input checked="" type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Phone:	916-608-4900			<input type="checkbox"/> > \$5Mil
Fax:	916-608-4990			
Contact Person:	John James	Age of Firm:	11 Years	
Email:	jcjames@jamestrans.com			
Name:	Mountain Pacific, Inc.	Civil Engineering	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	1461 Glanneyre Street		<input type="checkbox"/> No	<input checked="" type="checkbox"/> \$500K-\$2Mil
City, State Zip:	Laguna Beach, Ca 92651		If "Yes": <input checked="" type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2Mil-\$5Mil
Phone:	949-497-8127			<input type="checkbox"/> > \$5Mil
Fax:	949-315-3042			
Contact Person:	Paul Hamilton	Age of Firm:	18 Years	
Email:	paul@mountainpacificusa.com			
Name:	Rupert Construction Supply	Material Supplier	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	3941 Park Drive #20-487		<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2Mil
City, State Zip:	El Dorado Hills, CA 95962		If "Yes": <input checked="" type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2Mil-\$5Mil
Phone:	925-229-5577			<input checked="" type="checkbox"/> > \$5Mil
Fax:	916-673-9737			
Contact Person:	Karen Wonnberg	Age of Firm:	12 Years	
Email:	karen@rupertsupply.com			
Name:	Alert-O-Lite Inc.	Supplies/ Materials	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	2379 S. G Street		<input type="checkbox"/> No	<input checked="" type="checkbox"/> \$500K-\$2 Mil
City, State Zip:	Fresno, CA 93721		If "Yes": <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Phone:	559-486-4570			<input type="checkbox"/> > \$5Mil
Fax:	559-486-1789			
Contact Person:	Debbie Hunsaker	Age of Firm:	43 Years	
Email:	debbieh@alerlolite.com			
Name:	Bradley Tanks, Inc.	Transportation and disposal of waste	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	402 Hartz Ave., Building C		<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2Mil
City, State Zip:	Danville, CA 94526		If "Yes": <input checked="" type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2Mil-\$5Mil
Phone:	925-229-2900			<input checked="" type="checkbox"/> > \$5Mil
Fax:	510-803-5084			
Contact Person:	Kevin Schoeing	Age of Firm:	15 Years	
Email:	kschoeing@blienvironmental.com			

Names and Addresses of Subcontractor(s)/Subconsultant		Type of Work to be Performed	Small Business Status	Previous Year's Annual Gross
Name:	MJ Avila Company, Inc.	Clear & Grub	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	7258 W. Rialto Avenue		<input type="checkbox"/> No	<input checked="" type="checkbox"/> \$500K-\$2 Mil
City, State Zip:	Fresno, CA 93723		If "Yes":	
Phone:	559-276-1258		<input checked="" type="checkbox"/> DBE	<input checked="" type="checkbox"/> SB
Fax:	559-276-1223		<input type="checkbox"/> Micro B	<input type="checkbox"/> DVBE
Contact Person:	Mary Jo Avila	Age of Firm:		<input type="checkbox"/> \$2 Mil-\$5 Mil
Email:	MaryJoAvila@aol.com	34 Years		<input type="checkbox"/> > \$5Mil
Name:	USC Supply	Construction Material Supplier	<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	12305 Locksley Lane		<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2 Mil
City, State Zip:	Auburn, CA 95602		If "Yes":	
Phone:	530-273-1639		<input type="checkbox"/> DBE	<input checked="" type="checkbox"/> SB
Fax:	530-273-1740		<input type="checkbox"/> Micro B	<input type="checkbox"/> DVBE
Contact Person:	Ed Rossovich	Age of Firm:		<input type="checkbox"/> \$2 Mil-\$5 Mil
Email:	ed@uscsupply.net	3 Years		<input type="checkbox"/> > \$5Mil
Name:			<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:			<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2Mil
City, State Zip:			If "Yes":	
Phone:			<input type="checkbox"/> DBE	<input type="checkbox"/> SB
Fax:			<input type="checkbox"/> Micro B	<input type="checkbox"/> DVBE
Contact Person:		Age of Firm:		<input type="checkbox"/> \$2Mil-\$5Mil
Email:				<input type="checkbox"/> > \$5Mil
Name:			<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:			<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2Mil
City, State Zip:			If "Yes":	
Phone:			<input type="checkbox"/> DBE	<input type="checkbox"/> SB
Fax:			<input type="checkbox"/> Micro B	<input type="checkbox"/> DVBE
Contact Person:		Age of Firm:		<input type="checkbox"/> \$2Mil-\$5Mil
Email:				<input type="checkbox"/> > \$5Mil
Name:			<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:			<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2 Mil
City, State Zip:			If "Yes":	
Phone:			<input type="checkbox"/> DBE	<input type="checkbox"/> SB
Fax:			<input type="checkbox"/> Micro B	<input type="checkbox"/> DVBE
Contact Person:		Age of Firm:		<input type="checkbox"/> \$2 Mil-\$5 Mil
Email:				<input type="checkbox"/> > \$5Mil
Name:			<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:			<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2Mil
City, State Zip:			If "Yes":	
Phone:			<input type="checkbox"/> DBE	<input type="checkbox"/> SB
Fax:			<input type="checkbox"/> Micro B	<input type="checkbox"/> DVBE
Contact Person:		Age of Firm:		<input type="checkbox"/> \$2Mil-\$5Mil
Email:				<input type="checkbox"/> > \$5Mil

# CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

## JAMES TRANSPORTATION GROUP LLC

1120 IRON POINT ROAD  
FOLSOM, CA 95763 2195

SUITE 130

**Owner :** JOHN JAMES

**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**

- \* 541618 Other Management Consulting Services
- 541340 Drafting Services

238990 All Other Specialty Trade Contractors

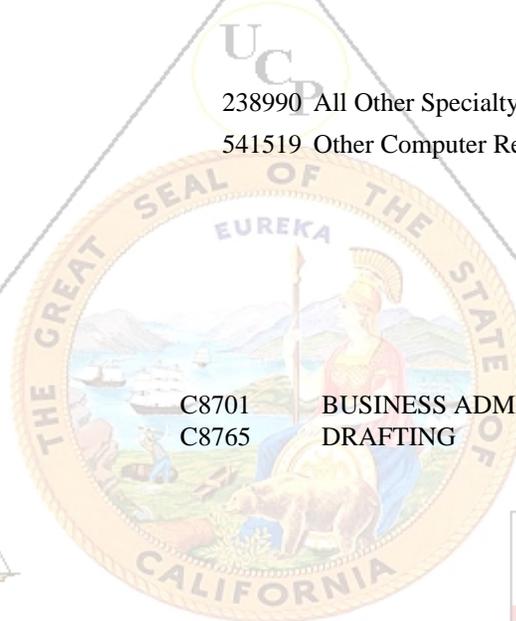
541519 Other Computer Related Services

**Work Category Code(s)**

C8700 CONSULTANT  
C8702 MANAGEMENT INFORMATION SYSTEMS  
I8740 MANAGEMENT & PUBLIC RELATIONS

C8701 BUSINESS ADMINISTRATION  
C8765 DRAFTING

**Licenses**



UNIFIED CERTIFICATION PROGRAM

**CERTIFYING AGENCY:**

YOLO COUNTY TRANSPORTATION DISTRICT  
350 INDUSTRIAL WAY  
WOODLAND, CA 95776 0000  
(530) 661-0816

UCP Firm Number : 33779

\_\_\_\_\_  
CUCP OFFICER

August 3, 2006

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California on Federal-aid contracts. We ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.



- [Home](#)
- [Search](#)
- [Bids](#)
- [Orders](#)
- [Tools](#)
- [CRM](#)
- [Agency List](#)
- [Support](#)
- [Logout](#)

CALIFORNIA PROFILE			
BidSync Supplier Name	DEWALT CORPORATION	Supplier Number	28426
Legal Business Name	DEWALT CORPORATION	DBA Business Name	DEWALT CORPORATION
Address	1930 22ND ST BAKERSFIELD, CA 93301	Phone	(661) 323-4600
		FAX	(661) 323-4674
Email	<a href="mailto:jag@dewaltcorp.com">jag@dewaltcorp.com</a>		
Web Page	<a href="http://www.dewaltcorp.com">http://www.dewaltcorp.com</a>		
Number of Employees	14		
Business Types	Service		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,		
Keywords	ENGINEERING, PLANNING, LAND SURVEYING, LAND DEVELOPMENT, ENGINEER, SURVEYOR, SURVEY		
Classifications	411142 - Land surveying instruments 701715 - Development		
View Options	<a href="#">View Application</a>		
Edit Options	<a href="#">Amend Application</a>   <a href="#">Register as Disabled Veteran Business Enterprise (DVBE)</a>		

### Active Certifications

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

TYPE	STATUS	STATUS DATE	FROM	TO	ACTIONS
SB (Micro)	Approved	Apr 9, 2013	Apr 9, 2013	Apr 30, 2015	

### Certification History

TYPE	STATUS	STATUS DATE	FROM	TO
SB (Micro)	Expired	Mar 1, 2013	Feb 11, 2011	Feb 28, 2013
SB	Expired	Nov 1, 2010	Oct 22, 2009	Oct 31, 2010
SB	Canceled	Oct 19, 2009		
SB	Denied	Aug 31, 2002	Aug 31, 2002	Aug 31, 2002

- [Home](#)
- [Bid Search](#)
- [Bids](#)
- [Orders](#)
- [Tools](#)
- [Privacy](#)
- [Terms](#)
- [Logout](#)

Customer Support - [vendorsupport@bidsync.com](mailto:vendorsupport@bidsync.com) or 800-990-9339

Copyright © 1999-2013 - BidSync - All rights reserved.



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net



**CALIFORNIA UNIFIED CERTIFICATION  
PROGRAM**

January 28, 2014

**CUCP #41772  
Metro File # 6386**

Tijana Hamilton  
**Mountain Pacific, Inc.**  
P.O. Box 236  
Laguna Beach, CA 92652

**RE: Disadvantaged Business Enterprise Certification**

Dear Mrs. Hamilton:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

NAICS (2007)	Description
541330	Engineering Services
541340	Drafting Services
541350	Building Inspection Services

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP's website at [www.californiaucp.org](http://www.californiaucp.org). Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continued DBE status, you are required to submit an annual No Change Declaration Form (which will be sent to you) along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at [www.metro.net](http://www.metro.net).

Sincerely,

  
Tina Giles-Potter  
Certification Consultant – SBEUS

E:\Approval Letters\DBE Approval Dec. 2013\Mountain Pacific, Inc..doc



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

January 28, 2014

**Metro File # 6386**

Tijana Hamilton  
**Mountain Pacific, Inc.**  
P.O. Box 236  
Laguna Beach, CA 92652

**Re: Small Business Enterprise Certification**

Dear Mrs. Hamilton:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under Metro's SBE Program. Your firm will be listed in Metro's SBE database of certified SBEs under the following specific areas of expertise:

NAICS (2007)	Description
541330	Engineering Services
541340	Drafting Services
541350	Building Inspection Services

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Any additions and revisions must be submitted to Metro for review and approval

After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Also, should any changes occur that could affect your certification status prior to receipt of the renewal application, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your SBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. Should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at [www.metro.net](http://www.metro.net).

Sincerely,  


Tina Giles-Potter  
Certification Consultant, SBEUS  
Diversity & Economic Opportunity Department



Department of  
**General Services**  
BUILDING GREEN · BUYING GREEN · WORKING GREEN

## RUPERT CONSTRUCTION SUPPLY LLC - #28807

### SUPPLIER PROFILE

Legal Business Name RUPERT CONSTRUCTION SUPPLY LLC  
 Doing Business As RUPERT CONSTRUCTION SUPPLY LLC  
 Address 3941 PARK DRIVE, STE. 20-487 Phone (925) 229-5577  
 EL DORADO HILLS, CA 95762 FAX (916) 673-9737  
 Email [karen@rupertsupply.com](mailto:karen@rupertsupply.com)  
 Business Types Non-Manufacturer  
 Service Areas Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,  
 Keywords BEARING PADS NEOPRENE PIPE CONDUIT WATERPROOFING BARRIER RAIL SOFFIT ACCESS COVERS DECK DRAINAGE EXPANSION JOINTS ADHESIVE FABRICATED METALS STEEL WATER SUPPLY LINE NPS3 NPS DUCTILE IRON PIPE RUBBER SHEET HAND RAIL GUARD RAIL WELDED STEEL PIPE GRATES IRR  
 Classifications 111715 - Basic steels  
 111915 - Metal solids  
 131016 - Processed and synthetic rubber  
 261215 - Electrical wire  
 261216 - Electrical cable and accessories  
 301022 - Plate  
 301025 - Sheet  
 301032 - Grating  
 313214 - Welded or brazed bar stock assemblies  
 391317 - Wire Raceways Conduit and Busways  
 401421 - Pipe  
 731019 - Rubber production

### Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Dec 13, 2012	Dec 31, 2014

### Certification History

TYPE	STATUS	FROM	TO
SB (Micro)	Expired	Jan 12, 2011	Jan 31, 2013
SB (Micro)	Expired	Feb 11, 2009	Feb 28, 2011
SB	Denied	Oct 31, 2002	Oct 31, 2002

## Search Returned 1 Records

Fri Jan 17 11:31:20 PST 2014

### Query Criteria

Firm/DBA Name: rupert

Firm Type: DBE

---

<b>Firm ID</b>	32785
<b>Firm/DBA Name</b>	RUPERT CONSTRUCTION SUPPLY, LP
<b>Address Line1</b>	12405 GOLD FLAKE CT.
<b>Address Line2</b>	
<b>City</b>	RANCHO CORDOVA
<b>State</b>	CA
<b>Zip Code1</b>	95741
<b>Zip Code2</b>	
<b>Mailing Address Line1</b>	3941 PARK DR., STE. 20-487
<b>Mailing Address Line2</b>	
<b>Mailing City</b>	EL DORADO HILLS
<b>Mailing State</b>	CA
<b>Mailing Zip Code1</b>	95762
<b>Mailing Zip Code2</b>	4549
<b>Certification Type</b>	DBE
<b>E Mail</b>	karen@rupertsupply.com
<b>Contact Name</b>	KAREN WONNENBERG
<b>Area Code</b>	( 925 )
<b>Phone Number</b>	229-5577
<b>Fax Area Code</b>	( 916 )
<b>Fax Phone Number</b>	673-9737
<b>Agency Name</b>	DEPARTMENT OF TRANSPORTATION
<b>Counties</b>	00;
<b>Districts</b>	00;
<b>DBE NAICS</b>	423990; 444190;

### ACDBE NAICS

<b>Work Codes</b>	C0653 STEEL SOLDIER PILES; C0654 TIMBER LAGGING; C0670 PIPE SUPPLIER; C0698 BUILDING MATERIAL SUPPLIER; C0900 BRIDGE DECK MATERIALS SUPPLIERS; C5190 JOINT SEAL - WATER STOP;
<b>Licenses</b>	
<b>Trucks</b>	
<b>Gender</b>	F
<b>Ethnicity</b>	CAUCASIAN
<b>Firm Type</b>	DBE

---

[Back To Query Form](#)



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
ACTIVE LICENSE



License Number **786366**

Entity **CORP**

Business Name **ALERT-O-LITE INC**

Classification(s) **C31 C61/D42**

Expiration Date **10/31/2016**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



## California Certification Report

### 26645 - ALERT-O-LITE INC - SB

Legal Business Name	ALERT-O-LITE INC		
Doing Business As	ALERT-O-LITE INC		
Address	PO BOX 12224	Phone	(559) 486-4570
	FRESNO, CA 93777	FAX	(559) 453-3250
Email	<a href="mailto:debbieh@alertolite.com">debbieh@alertolite.com</a>		
Web Page	<a href="http://www.alertolite.com">http://www.alertolite.com</a>		
Active Certifications	SB Oct 31, 2013 - Oct 31, 2016		
Business Types	Construction; Service; Non-Manufacturer;		
Classifications	[321518] Safety control devices		
	[461815] Safety apparel		
	[461816] Safety footwear		
	[461817] Face and head protection		
	[461818] Vision protection and accessories		
	[461823] Fall protection and rescue equipment		
Keywords	[551217] Signage		
	SIGN INSTALLATION, EMERGENCY EQUIPMENT, SUPPIES AND SERVICES, TRAFFIC CONTROL, CONSTRUCTION EQUIPMENT RENTAL, CONSTRUCTION EQUIPMENT SALES, CONSTRUCTION EQUIPMENT SERVICE, VEHICLE GRAPHICS, SAFETY SUPPLIES, SAFETY EQUIPMENT, WORK ZONE SAFETY EQUIPMENT		

# BUSINESS ENTERPRISE CERTIFICATE

## ALERT-O-LITE, INC

2379 S G STREET  
FRESNO, CA 93721

Owner: **DEBBIE HUNSAKER**

Business Structure: **CORPORATION**

**STATE WOMEN BUSINESS ENTERPRISE**

This Certification Not Valid For Federal Aid Contracts

This certificate acknowledges that said firm is approved by the California Department of Transportation as a State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with Assembly Bill Number 486, Chapter 1329 and the California Public Code, Chapter 2.5 (commencing with Section 2050), for the following NAICS codes:

- 532412 Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing
- 423830 Industrial Machinery and Equipment Merchant Wholesalers
- 423990 Other Miscellaneous Durable Goods Merchant Wholesalers
- \* 238990 All Other Specialty Trade Contractors

\* Indicates primary NAICS code

**CERTIFYING AGENCY:**  
DEPARTMENT OF TRANSPORTATION  
1823 14TH STREET, MS 79  
SACRAMENTO, CA 95814 0000  
(916) 324-1700

Firm Number: 16345

Renewal Date: May 1, 2015

April 16, 2013

Janice Salais, CERTIFYING AGENCY REPRESENTATIVE

[Back To Query Form](#)

**Search Returned 1 Records**

Wed Jul 23 15:46:15 PDT 2014

**Query Criteria**

Firm ID: 16345

City: Fresno

Firm Type: DBE

---

<b>Firm ID</b>	16345
<b>Firm/DBA Name</b>	ALERT-O-LITE, INC
<b>Address Line1</b>	2379 S G STREET
<b>Address Line2</b>	
<b>City</b>	FRESNO
<b>State</b>	CA
<b>Zip Code1</b>	93721
<b>Zip Code2</b>	
<b>Mailing Address Line1</b>	P.O. BOX 12224
<b>Mailing Address Line2</b>	
<b>Mailing City</b>	FRESNO
<b>Mailing State</b>	CA
<b>Mailing Zip Code1</b>	93777
<b>Mailing Zip Code2</b>	2224
<b>Certification Type</b>	DBE
<b>EMail</b>	debbieh@alertolite.com
<b>Contact Name</b>	DEBBIE HUNSAKER
<b>Area Code</b>	( 559 )
<b>Phone Number</b>	453-2474
<b>Fax Area Code</b>	( 559 )
<b>Fax Phone Number</b>	453-3250
<b>Agency Name</b>	CITY OF FRESNO
<b>Counties</b>	00;
<b>Districts</b>	00;
<b>DBE NAICS</b>	238990; 423830; 423990; 532412;

**ACDBE NAICS**

**Work Codes**

C0612 SAFETY SUPPLIER; C0683 GUARD RAILINGS & BARRIERS SUPPLIER; C0699 TOOLS Supplier; C1200 CONSTRUCTION AREA SIGNS; C5601 SIGN STRUCTURE; C5620 ROADSIDE SIGN; C9907 CONSTRUCTION EQUIPMENT RENTAL; C9908 HEAVY EQUIPMENT RENTAL; D3490 FABRICATED METAL PRODUCTS; D3990 MISC MANUFACTURES; F5070 HARDWARE, PLUMBING & HEATING EQUIPMENT; F5090 MISC DURABLE GOODS;

**Licenses**

C31 Construction Zone Traffic Control Contractor; D42 Sign Installation;

**Trucks**

**Gender**

F

**Ethnicity**

CAUCASIAN

**Firm Type**

DBE

---

[Back To Query Form](#)



**SUPPLIER CLEARINGHOUSE  
CERTIFICATE OF ELIGIBILITY**

**CERTIFICATE EXPIRATION DATE: 12-12-2016**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Alert-O-Lite, Inc.  
of Fresno, California as a WBE***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at 800-359-7998 in Los Angeles.

**VON: 99IN0025**

**Determination Date: 12-12-2013**

[Back To Query Form](#)

**Search Returned 1 Records**

Thu Jun 12 16:58:15 PDT 2014

**Query Criteria**

Firm ID: 38563

Firm Type: DBE

---

<b>Firm ID</b>	38563
<b>Firm/DBA Name</b>	BRADLEY TANKS, INC.
<b>Address Line1</b>	402 HARTZ AVENUE, BUILDING C
<b>Address Line2</b>	
<b>City</b>	DANVILLE
<b>State</b>	CA
<b>Zip Code1</b>	94526
<b>Zip Code2</b>	
<b>Mailing Address Line1</b>	
<b>Mailing Address Line2</b>	
<b>Mailing City</b>	
<b>Mailing State</b>	
<b>Mailing Zip Code1</b>	
<b>Mailing Zip Code2</b>	
<b>Certification Type</b>	DBE
<b>EMail</b>	sbonner@btienvironmental.com
<b>Contact Name</b>	SHARON BONNER
<b>Area Code</b>	( 925 )
<b>Phone Number</b>	229-2900
<b>Fax Area Code</b>	( 925 )
<b>Fax Phone Number</b>	553-2616
<b>Agency Name</b>	CENTRAL CONTRA COSTA TRANSIT AUTHORITY (CCCTA)
<b>Counties</b>	00;
<b>Districts</b>	00;
<b>DBE NAICS</b>	484110; 484230; 532412; 532490; 562112; 562910;

**ACDBE NAICS**

**Work Codes** C9632 HAZARDOUS SUBSTANCE REMOVAL; C9633 HAZARDOUS WASTE TRUCKING; C9869 ASBESTOS REMOVAL/ABATEMENT; C9907 CONSTRUCTION EQUIPMENT RENTAL; C9908 HEAVY EQUIPMENT RENTAL;

**Licenses**

<b>Trucks</b>	FOR HIRE - 3;
<b>Gender</b>	F
<b>Ethnicity</b>	ASIAN PACIFIC
<b>Firm Type</b>	DBE

---

[Back To Query Form](#)

# CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

M J AVILA COMPANY, INC.

7258 W. RIALTO  
FRESNO, CA 93723

Owner: MARY JO AVILA

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**

* 237990 Other Heavy and Civil Engineering Construction	237110 Water and Sewer Line and Related Structures Construction
236210 Industrial Building Construction	237120 Oil and Gas Pipeline and Related Structures Construction
236220 Commercial and Institutional Building Construction	238990 All Other Specialty Trade Contractors
237310 Highway, Street, and Bridge Construction	237210 Land Subdivision
237130 Power and Communication Line and Related Structures Construction	238910 Site Preparation Contractors

**Work Category Code(s)**

C2501 AGGREGATE SUBBASE	C2602 AGGREGATE BASE
C3901 ASPHALT CONCRETE	C5105 MINOR CONCRETE STRUCTURE
C5501 STEEL STRUCTURES	C7000 PLASTIC PIPE

**Licenses**

A General Engineering Contractor      B General Building Contractor

**CERTIFYING AGENCY:**

CITY OF FRESNO  
2101 G STREET, BUILDING A  
FRESNO, CA 93706 0000

(559) 621-1182

UCP Firm Number : 41307

May 2, 2013

CUCP OFFICER

## 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	<a href="mailto:projects@uscsupply.net">projects@uscsupply.net</a>		
Web Page	<a href="http://www.uscsupply.net">http://www.uscsupply.net</a>		
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		
	[401700] Pipe piping and pipe fittings		
	[461815] Safety apparel		
	[461823] Fall protection and rescue equipment		
	[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 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.

Currently Dragados/Flatiron/Shimmick Joint Venture and its design team does not foresee any potential conflicts of interest. Please see individual forms from each member of the Proposer Team for specific details.

RFP No.: 13-57 – Addendum No. 4 - 09/09/2014



**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.

Should we be selected for this contract, we foresee no potential conflicts of interest based on Firms Subject to the Offeror Ex parte Communications Prohibition During Construction list of consultants disclosed to us by the State of California. Dragados/Flatiron/Shimmick a Joint Venture, and its design team regularly undertakes projects with the State of California with no known conflicts of interest.

RFP No.: 13-57 – Addendum No. 4 - 09/09/2014

**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

**Alejandro Canga Botteghelz**

Printed Name

**Attorney-in-Fact**

Title

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

Dragados/Flatiron/Shimmick JV  
3200 Park Center Drive, Suite 600  
Costa Mesa, CA 92626  
657-229-7800



**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.

Dragados USA, Inc. does not foresee any actual, potential or perceived conflicts of interest other than as disclosed to the Authority in the attached letter dated August 22, 2014. We do not believe this constitutes a conflict of interest.

RFP No.: 13-57 – Addendum No. 4 - 09/09/2014



**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.

Please see attached.

RFP No.: 13-57 – Addendum No. 4 - 09/09/2014

**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.

[Redacted Signature]

Signature of Official Representative

**Alejandro Canga Botteghelz**

Printed Name

**West Coast President**

Title

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

Dragados USA, Inc.  
3200 Park Center Drive, Suite 600  
Costa Mesa, CA 92626  
657-229-7800



**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.

- Padilla & Associates is a sub consultant to Flatiron/Skanska/Stacey JV for the CT North Coast CMGC project
- PB is the Lead Designer for Sound Transit E360 DB for Flatiron/Skanska JV
- Hatch Mott McDonald is the Lead Designer for NAVFAC MACC projects for Flatiron West, Inc., and are also engineers for PMH1 and a number of bid pursuits for Flatiron Canada
- URS is the Lead Designer for WSDOT 405 DB for Flatiron West, Inc., and are also teaming with Flatiron for a number of bid pursuits
- KPMG has been used as auditors for Flatiron
- JRP Historical Consulting, LLC is being used on the Presidio Parkway project
- STV Incorporated was the Lead Designer for the Yadkin River Bridge project for Flatiron-Lane a Joint Venture

RFP No.: 13-57 – Addendum No. 4 - 09/09/2014



**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.

To avoid any potential conflicts of interest all team members have been instructed not to discuss this project with anyone outside of the team.

RFP No.: 13-57 – Addendum No. 4 - 09/09/2014

**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.

[Redacted Signature]

Signature of Official Representative

**Richard Grabinski**

Printed Name

**Vice President**

Title

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

Flatiron West, Inc.  
2100 Goodyear Road  
Benicia, CA 94510  
(707) 742-6000



**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.

Not Applicable

RFP No.: 13-57 – Addendum No. 4 - 09/09/2014



**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

RFP No.: 13-57 – Addendum No. 4 - 09/09/2014

**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.

[Redacted Signature]

Signature of Offeror Representative

Jeffrey C. Lessman

Printed Name

Executive Vice President

Title

Offering Organization Name,  
Address, and Telephone

Shimmick Construction Company, Inc.  
8201 Edgewater Drive, Suite 202  
Oakland, CA 94621  
(510) 777-5000



**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.

Dragados S.A. does not foresee any potential conflicts of interest.



**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.

Dragados S.A. does not go into any projects with the State of California with known conflicts of interest. Currently do not foresee any potential conflicts of interest.

RFP No.: 13-57 – Addendum No. 4 - 09/09/2014

**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.

[Redacted Signature]

Signature of Official Representative

**Ignacio Segura Suriñach**

Printed Name

**Chief Executive Officer**

Title

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

Dragados S.A.  
Avenida Camino de Santiago, 50  
28050 Madrid, Spain  
+34 91 343 93 00



**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.

- Padilla & Associates is a sub consultant to Flatiron/Skanska/Stacey JV for the CT North Coast CMGC project
- PB is the Lead Designer for Sound Transit E360 DB for Flatiron/Skanska JV
- Hatch Mott McDonald is the Lead Designer for NAVFAC MACC projects for Flatiron West, Inc., and are also engineers for PMH1 and a number of bid pursuits for Flatiron Canada
- URS is the Lead Designer for WSDOT 405 DB for Flatiron West, Inc., and are also teaming with Flatiron for a number of bid pursuits
- KPMG has been used as auditors for Flatiron
- JRP Historical Consulting, LLC is being used on the Presidio Parkway project
- STV Incorporated was the Lead Designer for the Yadkin River Bridge project for Flatiron-Lane a Joint Venture



**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.

To avoid any potential conflicts of interest all team members have been instructed not to discuss this project with anyone outside of the team.

**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.

[Redacted Signature]

Signature of Official Representative

G. Melody Pickett

Printed Name

Vice President & Secretary

Title

Offering Organization Name,  
Address, and Telephone

Flatiron Constructors, Inc.  
10188 E I-25 Frontage Rd  
Firestone, CO 80504  
(303) 485-4050



RFP No.: 13-57 – Addendum No. 2 - 06/30/2014

**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.

NOT APPLICABLE

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014



**3. Explanation**

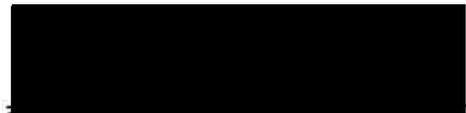
In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

NOT APPLICABLE

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014

**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

Steven P. Bichich

Printed Name

Vice President

Title

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

Jacobs Engineering Group Inc.  
3161 Michelson Drive, Suite 500  
Irvine, CA 92612  
949-224-7500



**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.

DeWalt Corporation does not have any conflicts of interest in connection with the RFP.

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**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.

[Empty rectangular box for explanation]

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014

**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.

[Redacted signature area]

Signature of Official Representative

Aaron G. Byrd, PLS

Printed Name

Director of Survey

Title

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

DeWalt Corporation  
1930 22nd Street  
Bakersfield, CA 93301  
661.323.4600  
661.323.4674 fax



**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.

No organizational conflict of interest.



**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.: 13-57 – Addendum No. 2 - 06/30/2014

**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.

[Redacted Signature]

Signature of Official Representative

David D. Harwood

Printed Name

Senior Vice President

Title

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

Terracon Consultants Inc.  
18001 West 106th Street  
Suite 300  
Olathe, KS 66061  
(913) 599-6886



**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.

SENER has provided High Speed Rail advisory technical services to Gruen Associates for the LA Metro Union Station Master Plan. Gruen has the contract (LA Metro contract No. PS4330-2863) to provide the LA Union Station master plan. Our contract period of performance is from September 12, 2012 to September 2014. Our contract value with Gruen is \$140,000.

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**3. Explanation**

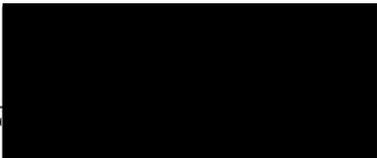
In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

LA Metro is providing HSR information provided by the CAHSR authority for approaches and general station layout. The requirement of the LA Metro contract is physical general layout.

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014

**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 

Francisco Fernandez-Lafuente

Printed Name

Chief Executive Officer

Title

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

Sener Engineering and Systems, Inc.  
555 Montgomery St. Suite 650  
San Francisco, CA 94111  
(415) 362-0130



**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.

No conflicts of interest have been identified.

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**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.

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014

**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.



Farid Motamed  
Printed Name

Vice President  
Title

Offering Organization Name,  
Address, and Telephone

Fugro Consultants, Inc.  
700 South Flower Street, Suite 2116  
Los Angeles, CA 90017  
213-788-3501



**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.: 13-57 – Addendum No. 4 - 09/09/2014



**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.: 13-57 – Addendum No. 4 - 09/09/2014

**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.



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

John C. James  
Printed Name

President  
Title

James Transportation Group  
 PO Box 6791  
 Folsom, CA 95763  
 (916) 609-4900



**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



**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.: 13-57 – Addendum No. 2 - 06/30/2014

**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.

[Redacted Signature]

Signature of Official Representative

Paul J Hamilton, PE

Printed Name

Principal

Title

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

Mountain Pacific, Inc.  
PO Box 236,  
Laguna Beach, CA 92652  
949.497.8127



**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.

Rupert Constr. Supply is an independent entity that supplies construction materials to transportation related projects. We are not affiliated with any construction companies or public agencies.

RFP No.: 13-57 – Addendum No. 4 - 09/09/2014

**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.

[Redacted Signature]

Signature of Official Representative

Karen Wannenber

Printed Name

Manager

Title

Offering Organization Name, Address, and Telephone

Rupert Constr. Supply  
3941 Park Dr. #20-487  
El Dorado Hills, CA 95762  
925-229-5577



**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.

No organizational conflicts of interests exist with Alert-O-Lite Inc. supplying materials and/or performing work at this time.

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**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.

Alert-O-Lite Inc. will avoid action that could lead to organizational conflict or interest. No conflict currently exists.

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014

**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.

[Redacted Signature]

Signature of Official Representative

David Soto

Printed Name

Chief Financial Officer

Title

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

ALERT-O-LITE INC.  
P.O. Box 12224  
FRESNO, CA 93777-2224  
559-486-4570



**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.: 13-57 – Addendum No. 2 - 06/30/2014

**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.

[Redacted Signature]

Signature of Official Representative

Kelly Graser

Printed Name

Director of Compliance

Title

Offering Organization Name,  
Address, and Telephone

Bradley Tanks, Inc.  
402 Hartz Ave. Bldg C  
Danville, CA 94526



**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.: 13-57 – Addendum No. 2 - 06/30/2014



**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.

[Empty rectangular box for explanation]

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014

**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.

[Redacted signature area]

Signature of Official Representative

Mary Jo Avila

Printed Name

President

Title

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

MJ Avila Company, Inc.  
7258 W. Rialto Avenue  
Fresno, CA 93723  
(559) 276-1258



**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.: 13-57 – Addendum No. 2 - 06/30/2014



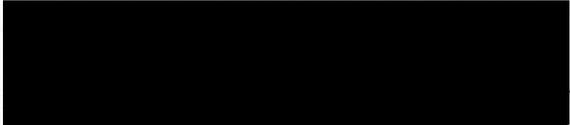
**3. Explanation**

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.

[Empty rectangular box for explanation]

**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  
300 S. Highland Springs Ave  
Suite 6-C #135  
Banning, CA 92220

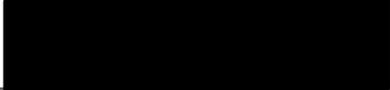


RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**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 Official Representative

**Alejandro Canga Botteghelz**

Printed Name

**Attorney-in-Fact**

Title

RFP No.: 13-57 – Addendum No. 4 - 09/09/2014





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

**Primary Covered Transactions**

This certification applies to the offer submitted in response to this solicitation, and will be a continuing requirement throughout the term of the Contract.

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal, been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this Proposal had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above       Cannot certify to the above.

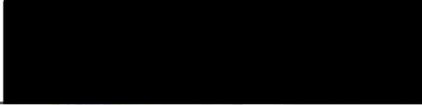
If the "cannot certify" box is checked, attach an explanation of the reasons.

*[Certification continued on next page]*

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014



The Proposer shall require any Subcontractor, at any tier, whose contract is equal to or greater than \$25,000 to complete this certification form and retain this requirement throughout the term of the contract. A copy of a certification, for Subcontractors, shall be furnished by the Contracting Officer upon request (see Cert. 2).



Signature of Official Representative

**Alejandro Canga Botteghezl**

Printed Name

**Attorney-in-Fact**

Title

**Organization Name,  
Address, and Telephone**

Dragados/Flatiron/Shimmick JV  
3200 Park Center Drive, Suite 600  
Costa Mesa, CA 92626  
657-229-7800

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014



**Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification****Primary Covered Transactions**

This certification applies to the offer submitted in response to this solicitation, and will be a continuing requirement throughout the term of the Contract.

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal, been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this Proposal had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above       Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

*[Certification continued on next page]*

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014



The Proposer shall require any Subcontractor, at any tier, whose contract is equal to or greater than \$25,000 to complete this certification form and retain this requirement throughout the term of the contract. A copy of a certification, for Subcontractors, shall be furnished by the Contracting Officer upon request (see Cert. 2).



Signature of Official Representative

**Alejandro Canga Botteghelz**

Printed Name

**West Coast President**

Title

**Organization Name,  
Address, and Telephone**

Dragados USA, Inc.  
3200 Park Center Drive, Suite 600  
Costa Mesa, CA 92626  
657-229-7800

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014



**Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification****Primary Covered Transactions**

This certification applies to the offer submitted in response to this solicitation, and will be a continuing requirement throughout the term of the Contract.

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal, been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this Proposal had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above       Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

*[Certification continued on next page]*



The Proposer shall require any Subcontractor, at any tier, whose contract is equal to or greater than \$25,000 to complete this certification form and retain this requirement throughout the term of the contract. A copy of a certification, for Subcontractors, shall be furnished by the Contracting Officer upon request (see Cert. 2).



Signature of Official Representative

**Richard Grabinski**

Printed Name

**Vice President**

Title

**Organization Name,  
Address, and Telephone**

Flatiron West, Inc.  
2100 Goodyear Road  
Benicia, CA 94510  
(707) 742-6000

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014



**Cert. 1: Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification****Primary Covered Transactions**

This certification applies to the offer submitted in response to this solicitation, and will be a continuing requirement throughout the term of the Contract.

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal, been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this Proposal had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

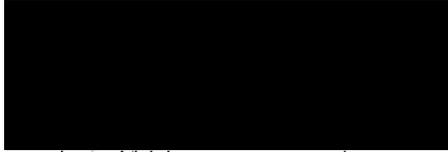
Certify to the above       Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

*[Certification continued on next page]*



The Proposer shall require any Subcontractor, at any tier, whose contract is equal to or greater than \$25,000 to complete this certification form and retain this requirement throughout the term of the contract. A copy of a certification, for Subcontractors, shall be furnished by the Contracting Officer upon request (see Cert. 2).



Jeffrey C. Lessman  
Printed Name

Executive Vice President  
Title

**Organization Name,  
Address, and Telephone**

Shimmick Construction Company, Inc.  
8201 Edgewater Drive, Suite 202  
Oakland, CA 94621  
(510) 777-5000

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014





**Cert. 2: Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification**

**Lower Tier Covered Transactions**

This certification applies to a subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the contract.

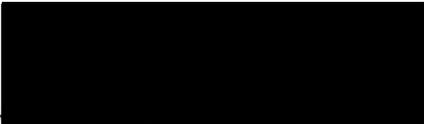
The prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this offer had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above       Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

  
 \_\_\_\_\_  
 Signature of Official Representative

Steven P. Bichich  
 \_\_\_\_\_  
 Printed Name

Vice President  
 \_\_\_\_\_  
 Title

**Organization Name,  
Address, and Telephone**

Jacobs Engineering Group Inc.  
 3161 Michelson Drive, Suite 500  
 Irvine, CA 92612  
 949-224-7500



**Cert. 2: Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification**

**Lower Tier Covered Transactions**

This certification applies to a subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the contract.

The prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this offer had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above       Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

\_\_\_\_\_  
Signature of Official Representative

Aaron G. Byrd, PLS  
Printed Name

Director of Survey  
Title

**Organization Name,  
Address, and Telephone**

DeWalt Corporation 1930 22nd Street Bakersfield, CA 93301 661.323.4600 661.323.4674 fax
---

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014



**Cert. 2: Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification**

**Lower Tier Covered Transactions**

This certification applies to a subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the contract.

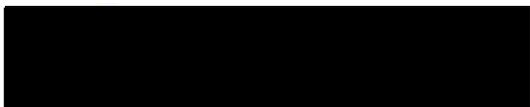
The prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this offer had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above       Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.



Signature of Official Representative

David D. Harwood

Printed Name

Senior Vice President

Title

**Organization Name,  
Address, and Telephone**

Terracon Consultants Inc.  
18001 West 106th Street  
Suite 300  
Olathe, KS 66061  
(913) 599-6886

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014



**Cert. 2: Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification**

**Lower Tier Covered Transactions**

This certification applies to a subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the contract.

The prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this offer had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above       Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

\_\_\_\_\_  
 Sign

Francisco Fernandez-Lafuente  
 Printed Name

\_\_\_\_\_  
 CEO  
 Title

**Organization Name,  
Address, and Telephone**

555 Montgomery St. Suite 650  
 San Francisco, CA 94111  
 (415) 362-0130  
*Sener Engineering and Systems, Inc.*

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014



**Cert. 2: Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification**

**Lower Tier Covered Transactions**

This certification applies to a subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the contract.

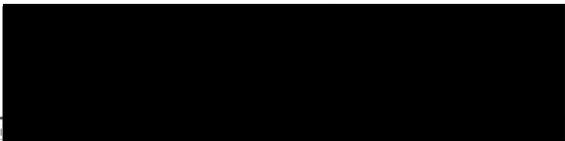
The prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this offer had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above       Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

Signature: 

Farid Motamed  
Printed Name  
  
Vice President  
Title

**Organization Name,  
Address, and Telephone**

Fugro Consultants, Inc.  
700 South Flower Street, Suite 2116  
Los Angeles, CA 90017  
213-788-3501

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014



**Cert. 2: Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification**

**Lower Tier Covered Transactions**

This certification applies to a subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the contract.

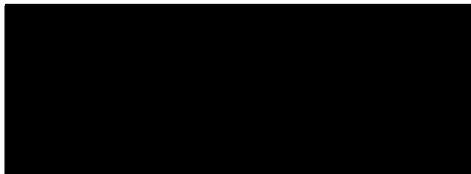
The prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this offer had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above       Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.



**Organization Name,  
Address, and Telephone**

John C. James  
Printed Name

President  
Title

James Transportation Group  
P.O. Box 6791  
Folsom, CA 95763  
(916) 609-4900



**Cert. 2: Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification**

**Lower Tier Covered Transactions**

This certification applies to a subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the contract.

The prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this offer had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above       Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

[Redacted Signature]

Signature of Official Representative

Paul J Hamilton

Printed Name

Principal

Title

**Organization Name,  
Address, and Telephone**

Mountain Pacific, Inc.  
P.O. Box 236,  
Laguna Beach, CA 92652  
949-497-8127



**Cert. 2: Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification**

**Lower Tier Covered Transactions**

This certification applies to a subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the contract.

The prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this offer had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above       Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.



Signature of Official Representative

*Karen Wonenberg*  
Printed Name

*Manager*  
Title

Organization Name,  
Address, and Telephone

*Rupert Construction Supply  
3941 Park Dr. #20-487  
El Dorado Hills, CA 95762  
925-229-5577*



RFP No.: 13-57 – Addendum No. 5 - 10/09/2014

**Cert. 2: Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification**

**Lower Tier Covered Transactions**

This certification applies to a subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the contract.

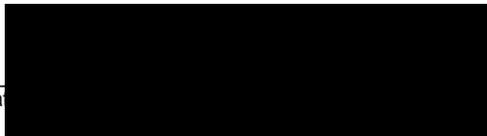
The prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this offer had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above       Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

Signature 

**David Soto**

Printed Name

**Chief Financial Officer**

Title

**Organization Name,  
Address, and Telephone**

ALERT-O-LITE INC.  
P.O. Box 12224  
FRESNO, CA 93777-2224  
559-486-4570

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014



**Cert. 2: Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification**

**Lower Tier Covered Transactions**

This certification applies to a subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the contract.

The prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this offer had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above       Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

\_\_\_\_\_  
 Sign   
 Kelly Graser  
 \_\_\_\_\_  
 Printed Name  
 Director of Compliance  
 \_\_\_\_\_  
 Title

**Organization Name,  
Address, and Telephone**

Bradley Tanks, Inc.  
 402 Hartz Ave. Bldg C  
 Danville, CA 94526

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014



**Cert. 2: Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification**

**Lower Tier Covered Transactions**

This certification applies to a subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the contract.

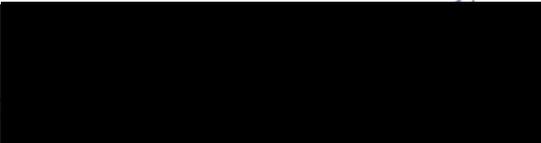
The prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this offer had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above       Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

\_\_\_\_\_  
 Sign 

**Mary Jo Avila**  
 \_\_\_\_\_  
 Printed Name

**President**  
 \_\_\_\_\_  
 Title

**Organization Name,  
Address, and Telephone**

MJ Avila Company, Inc.  
 7258 W. Rialto Avenue  
 Fresno, CA 93723  
 (559) 276-1258



**Cert. 2: Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification**

**Lower Tier Covered Transactions**

This certification applies to a subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the contract.

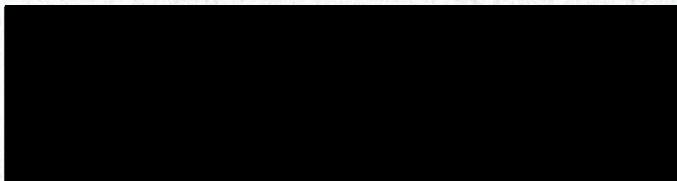
The prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- Have 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
- Have not within a five-year period preceding this Proposal been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- Have not within a three-year period preceding this offer had one or more public transactions (federal, State, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above       Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.



Edmond Rossovich  
Printed Name

President  
Title

**Organization Name,  
Address, and Telephone**

USC Supply  
12305 Locksley Lane  
Auburn, CA 95602  
  
530-273-1639 Office  
530-273-1740 Fax

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014





**Cert. 3: Non-Collusion Affidavit**

State of California §  
County of Orange §

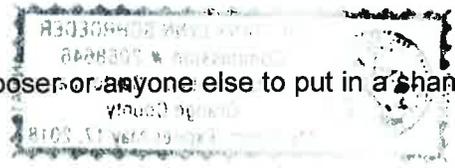
The undersigned declares:

I am the Attorney-in-Fact of Dragados/Flatiron/Shimmick Joint Venture,  
(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.

\_\_\_\_\_  
[Redacted Signature]

Signature

Alejandro Canga Botteghelz

Printed Name

Attorney-in-Fact

Title



I declare under penalty of perjury under the laws of the State of California that the

foregoing is true and correct and that this declaration is executed on the 15 day of

October, 20 14 at Costa Mesa, California

(city)

(state)



Signature of Affiant

Subscribed and sworn to before me on this

15 day of October, 20 14

at Costa Mesa, California

(City)

(State)



Officer Taking Oath





**Cert. 4: Organizational Conflicts of Interest Affidavit**

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

My name is Alejandro Canga Botteghelz I am the Attorney-in-Fact  
(Entity's Official Representative Printed Name) (Title)  
 of Dragados/Flatiron/Shimmick Joint Venture  
(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. Dragados/Flatiron/Shimmick Joint Venture, 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 Dragados/Flatiron/Shimmick Joint Venture (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. 13-57 or any contract that may be entered as a result of this Request for Proposals.
2. Dragados/Flatiron/Shimmick Joint Venture, 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,



Dragados/Flatiron/Shimmick Joint Venture will submit an Organizational Conflicts of Interest Disclosure Statement (Form J), 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

Alejandro Canga Botteghelz

Printed Name

Attorney-in-Fact

Title

State of California §

County of Orange §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared

Alejandro Canga Botteghelz and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this 15 day of October, 20 14



[SEAL]

Notary Public in and for the: California  
(Name of State)

My commission expires on: May 17, 2018



**Cert. 4: Organizational Conflicts of Interest Affidavit**

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

My name is Alejandro Canga Botteghelz I am the West Coast President  
(Entity's Official Representative Printed Name) (Title)  
 of Dragados USA, 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. Dragados USA, 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 Dragados USA, 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.

2. Dragados USA, 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,



**Dragados USA, Inc.**

will submit an Organizational Conflicts of

(Entity Name)

Interest Disclosure Statement (Form J), 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

**Alejandro Canga Botteghelz**

Printed Name

**West Coast President**

Title

State of California §

County of Orange §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared

Alejandro Canga Botteghelz and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this 15 day of October, 20 14



[SEAL]

Notary Public in and for the: State of California  
(Name of State)

My commission expires on: May 17, 2018



**Cert. 4: Organizational Conflicts of Interest Affidavit**

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

My name is Richard Grabinski I am the Vice President  
(Entity's Official Representative Printed Name) (Title)  
of Flatiron West, 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. Flatiron West, 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 Flatiron West, 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.

2. Flatiron West, 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,



**Flatiron West, Inc.** \_\_\_\_\_ will submit an Organizational Conflicts of

(Entity Name)

Interest Disclosure Statement (Form J), 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.



**Richard Grabinski**

Printed Name

**Vice President**

Title

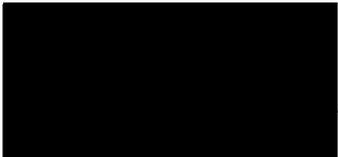
State of California §  
§

County of Orange §  
§

Subscribed and sworn to before me, the undersigned authority, this day personally appeared

Richard Grabinski and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this 9<sup>th</sup> day of October, 20 14



[SEAL]

Notary Public in and for the: California  
(Name of State)

My commission expires on: May 17, 2018



**Cert. 4: Organizational Conflicts of Interest Affidavit**

Before me, the undersigned authority, personally appeared Jeffrey C. Lessman who, after being by me duly sworn, on oath deposed as follows:

My name is Jeffrey C. Lessman I am the Executive Vice President  
(Entity's Official Representative Printed Name) (Title)  
of Shimmick Construction Company, 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. Shimmick Construction Company, 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 Shimmick Construction Company, 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.

- 2. Shimmick Construction Company, 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,



Shimmick Construction Company, Inc. will submit an Organizational Conflicts of Interest Disclosure Statement (Form J), 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.



Jeffrey C. Lessman

Printed Name

Executive Vice President

Title

State of California §

§

County of Alameda §

§

Subscribed and sworn to before me, the undersigned authority, this day personally appeared

Jeffrey Lessman and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

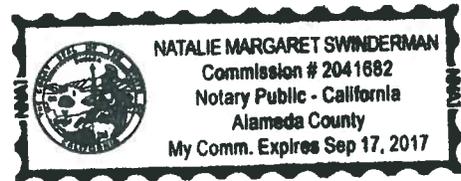
Sworn to and Subscribed before me on this 8 day of September, 20 14



[SEAL]

Notary Public in and for the: California  
(Name of State)

My commission expires on: Sep 17, 2017



**Cert. 4: Organizational Conflicts of Interest Affidavit**

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

My name is Ignacio Segura Suriñach I am the Chief Executive Officer  
(Entity's Official Representative Printed Name) (Title)  
 of Dragados 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. Dragados 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 Dragados 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.
2. Dragados 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,





**Dragados S.A.**

will submit an Organizational Conflicts of

(Entity Name)

Interest Disclosure Statement (Form J), 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 Segura Surinach**

Printed Name

**Chief Executive Officer**

Title

State of \_\_\_\_\_



County of \_\_\_\_\_

Subscribed and sworn to before me, the undersigned authority, this day personally appeared

\_\_\_\_\_ and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

[SEAL]

Notary Signature

Notary Public in and for the:

(Name of State)

My commission expires on: \_\_\_\_\_



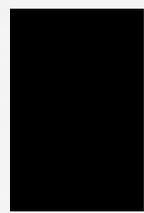


Yo, JOSE LUIS MARTINEZ-GIL VICH, Notario de Madrid. -----

DOY FE: Que considero legitima la firma y rubrica estampadas en el reverso del documento que antecede de DON IGNACIO SEGURA SURIÑACH. Esta legitimación se ha realizado de acuerdo con lo dispuesto en el artículo 207 del Reglamento Notarial. Fotocopia del presente documento, se une al acta autorizada por mí, el día diez de octubre de dos mil catorce, con el número 1.824 de protocolo.-----

El documento está redactado en inglés, cuyo idioma conozco.-----

Madrid, a diez de octubre de dos mil catorce.



**Cert. 4: Organizational Conflicts of Interest Affidavit**

Before me, the undersigned authority, personally appeared G. Melody Pickett who, after being by me duly sworn, on oath deposed as follows:

My name is G. Melody Pickett I am the Vice President & Secretary  
(Entity's Official Representative Printed Name) (Title)

of Flatiron Constructors, 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. Flatiron Constructors, 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 Flatiron Constructors, 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.

- 2. Flatiron Constructors, 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,



Flatiron Constructors, Inc. will submit an Organizational Conflicts of Interest Disclosure Statement (Form J), 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.



G. Melody Pickett

Printed Name

Vice President & Secretary

Title

State of COLORADO §

§

County of WELD §

§

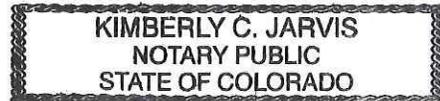
Subscribed and sworn to before me, the undersigned authority, this day personally appeared

G. Melody Pickett and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this 10th day of October, 20 14



[SEAL]



MY COMMISSION EXPIRES 4/2/2015

Notary Public in and for the: State of Colorado (Name of State)

My commission expires on: 04/02/2015

RFP No.: 13-57 - Addendum No. 2 - 06/30/2014



**Cert. 4: Organizational Conflicts of Interest Affidavit**

Before me, the undersigned authority, personally appeared Steven P. Bichich who, after being by me duly sworn, on oath deposed as follows:

My name is Steven P. Bichich I am the Vice President  
(Entity's Official Representative Printed Name) (Title)

of Jacobs Engineering Group 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. Jacobs Engineering Group 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 Jacobs Engineering Group 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.

2. Jacobs Engineering Group 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,



Jacobs Engineering Group Inc. will submit an Organizational Conflicts of Interest Disclosure Statement (Form J), 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

Steven P. Bichich

Printed Name

Vice President

Title

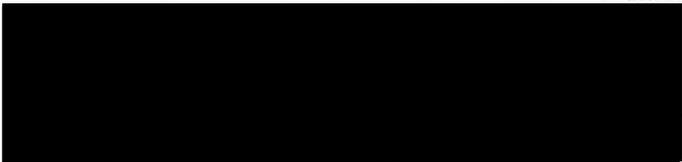
State of Washington §

County of King §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared

Steven P. Bichich and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this 24 day of September, 20 14



[SEAL]

Notary Public in and for the: Washington  
(Name of State)

My commission expires on: September 13, 2015



RFP No.: 13-57 - Addendum No. 2 - 06/30/2014



**Cert. 4: Organizational Conflicts of Interest Affidavit**

Before me, the undersigned authority, personally appeared Aaron G. Byrd  
 who, after being by me duly sworn, on oath deposed as follows:

My name is Aaron G. Byrd I am the Director Surveying  
(Entity's Official Representative Printed Name) (Title)  
 of DeWalt 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. DeWalt Corporation, 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 DeWalt 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.

2. DeWalt Corporation, 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,





**Cert. 4: Organizational Conflicts of Interest Affidavit**

Before me, the undersigned authority, personally appeared David D. Harwood  
who, after being by me duly sworn, on oath deposed as follows:

My name is David D. Harwood I am the Senior Vice President  
(Entity's Official Representative Printed Name) (Title)  
of Terracon Consultants 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. Terracon Consultants 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 Terracon Consultants 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.

2. Terracon Consultants 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,



Terracon Consultants Inc. will submit an Organizational Conflicts of Interest Disclosure Statement (Form J), 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 Official Representative

David D. Harwood

Printed Name

Senior Vice President

Title

State of Kansas §

§

County of Johnson §

§

Subscribed and sworn to before me, the undersigned authority, this day personally appeared

David D. Harwood and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this 4th day of September, 20 14

[Redacted Notary Signature] [SEAL]

Notary Public in and for the: Kansas (Name of State)

My commission expires on: 6/16/18



RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 4: Organizational Conflicts of Interest Affidavit**

Before me, the undersigned authority, personally appeared Francisco Fernandez-Lafuente who, after being by me duly sworn, on oath deposed as follows:

My name is Francisco Fernandez-Lafuente I am the Chief Executive Officer  
(Entity's Official Representative Printed Name) (Title)

of Sener Engineering and Systems, 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. Sener Engineering and Systems, 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 Sener Engineering and Systems, 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.

2. Sener Engineering and Systems, 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,



Sener Engineering and Systems, Inc. \_\_\_\_\_ will submit an Organizational Conflicts of Interest Disclosure Statement (Form J), 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

Francisco Fernandez-Lafuente

Printed Name

Chief Executive Officer

Title

State of \_\_\_\_\_ §

County of \_\_\_\_\_ §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared \_\_\_\_\_ and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

pk. 08.26.14

[SEAL]

Notary Signature

Notary Public in and for the: \_\_\_\_\_ (Name of State)

My commission expires on: \_\_\_\_\_

State of California

County of San Francisco

Subscribed and sworn to (or affirmed) before me this 26 day of August, 2014.

by Francisco Fernandez Lafuente

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature



(Seal)



RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 4: Organizational Conflicts of Interest Affidavit**

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

My name is Farid Motamed I am the Vice President  
(Entity's Official Representative Printed Name) (Title)

of Fugro Consultants, 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. Fugro Consultants, 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 Fugro Consultants, 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.

2. Fugro Consultants, 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,



Fugro Consultants, Inc. will submit an Organizational Conflicts of Interest Disclosure Statement (Form J), 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



Farid Motamed

Printed Name

Vice President

Title

State of California §  
County of ORANGE §  
~~Los Angeles~~ §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared FARID MOTAMED and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this 21ST day of OCTOBER, 20 14



[SEAL]

Notary Public in and for the: California  
(Name of State)

My commission expires on: NOV. 24, 2014



RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 4: Organizational Conflicts of Interest Affidavit**

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

My name is John C James I am the President  
(Entity's Official Representative Printed Name) (Title)  
of James Transportation Group  
(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. James Transportation Group, 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 James Transportation Group 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.

- 2. James Transportation Group, 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,



James Transportation Group will submit an Organizational Conflicts of Interest Disclosure Statement (Form J), 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.



John C James  
Printed Name

President  
Title

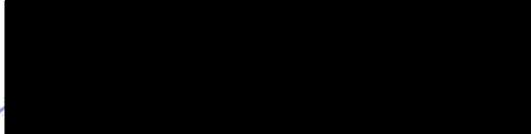
State of CA §

County of Solano §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared

John C. James and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this 10th day of October, 20 14



[SEAL]

Notary Public in and for the: CA  
(Name of State)

My commission expires on: 09/28/2017



**Cert. 4: Organizational Conflicts of Interest Affidavit**

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

My name is Paul Hamilton I am the Principal  
(Entity's Official Representative Printed Name) (Title)

of Mountain Pacific, 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. Mountain Pacific, 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 Mountain Pacific, 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.

2. Mountain Pacific, 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,





# JURAT

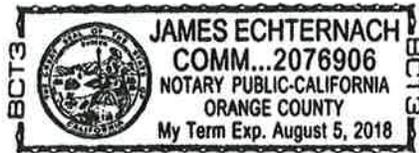
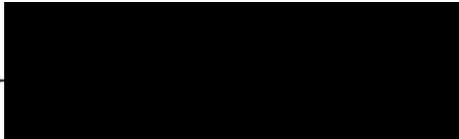
State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this

13 day of October, 2014

by Paul J. Hamilton  
proved to me on the basis of satisfactory evidence to be the person(s) who  
appeared before me.

Signature



## ADDITIONAL INFORMATION (OPTIONAL)

### DESCRIPTION OF THE ATTACHED DOCUMENT

Organizational Conflict of  
(Title or description of attached document)

Interest Affidavit  
(Title or description of attached document continued)

Number of pages 2 Document Date 10-13-14

(Additional information)

### NOTARY PUBLIC CONTACT INFORMATION

The UPS Store  
668 N Coast Hwy  
Laguna Beach, CA 92651

949-494-4420 tel  
949-494-9850 fax

store0120@theupsstore.com  
www.UPSLaguna.com

**Cert. 4: Organizational Conflicts of Interest Affidavit**

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

My name is Karen Wonenberg I am the Manager  
(Entity's Official Representative Printed Name) (Title)  
of Rupert Construction 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. Rupert Construction Supply 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 Rupert Construction Supply 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.  
(Entity Name)

2. Rupert Construction Supply, 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,



Rupert Construction Supply will submit an Organizational Conflicts of Interest Disclosure Statement (Form J), 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.



Karen Wornenberg  
Printed Name

Manager  
Title

State of California §

County of Sacramento §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared

Karen Wornenberg and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this 24<sup>th</sup> day of October, 2014



[SEAL]

Notary Public in and for the: California  
(Name of State)

My commission expires on: 11/16/2016



RFP No.: 13-57 - Addendum No. 2 - 06/30/2014



**Cert. 4: Organizational Conflicts of Interest Affidavit**

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

My name is David Soto I am the Chief Financial Officer  
(Entity's Official Representative Printed Name) (Title)

of Alert-O-Lite 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. Alert-O-Lite 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 Alert-O-Lite 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.

2. Alert-O-Lite 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,





**Cert. 4: Organizational Conflicts of Interest Affidavit**

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

My name is Kelly Graser I am the Director of Compliance  
(Entity's Official Representative Printed Name) (Title)  
of Bradley Tanks, 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. Bradley Tanks, 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 Bradley Tanks, 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.

2. Bradley Tanks, 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,



Bradley Tanks, Inc. will submit an Organizational Conflicts of Interest Disclosure Statement (Form J), 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.



Kelly Graser  
Printed Name

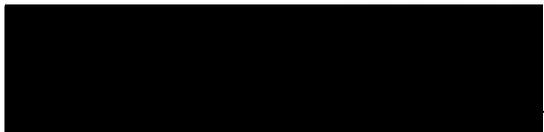
Director of Compliance  
Title

State of California §  
§

County of Contra Costa §  
§

Subscribed and sworn to before me, the undersigned authority, this day personally appeared Kelly Anne Graser and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this 22 day of October, 20 14



[SEAL]

Notary Public in and for the: California  
(Name of State)

My commission expires on: Apr 6, 2017



RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 4: Organizational Conflicts of Interest Affidavit**

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

My name is Mary Jo Avila I am the President  
(Entity's Official Representative Printed Name) (Title)  
of MJ Avila Company, 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. MJ Avila Company, 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 MJ Avila Company, 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. 13-57 or any contract that may be entered as a result of this Request for Proposals.

2. MJ Avila Company, 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,



MJ Avila Company, Inc. will submit an Organizational Conflicts of Interest Disclosure Statement (Form J), 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.



Mary Jo Avila  
Printed Name

President  
Title

State of California §

County of Fresno §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared

Mary Jo Avila and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this 21st day of October, 20 2014

[SEAL]

Notary Signature

Notary Public in and for the: California  
(Name of State)

My commission expires on:

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 4: Organizational Conflicts of Interest Affidavit**

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

My name is Edmond Rossovich JR I am the President  
(Entity's Official Representative Printed Name) (Title)  
 of United Synergy Corporation dba 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  
(Entity Name)  
 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. 13-57 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  
(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,



USC Supply will submit an Organizational Conflicts of Interest Disclosure Statement (Form J), 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.



10/9/14

Edmond Rossovich JR  
Printed Name

President  
Title

State of \_\_\_\_\_ §  
County of \_\_\_\_\_ §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared \_\_\_\_\_ and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

[SEAL]

Notary Public in and for the: \_\_\_\_\_  
(Name of State)

My commission expires on: \_\_\_\_\_

please see an attachment of a Jurat. (mark)

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



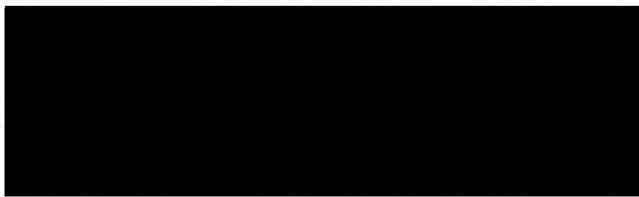
# Jurat

State of California

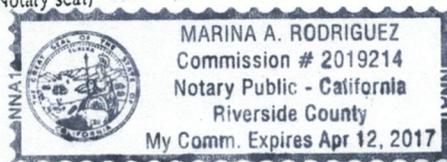
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 9<sup>th</sup> day of October,  
20 14 by Edmond Rossovich Jr.

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Notary seal)



## OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any Jurat completed in California must contain verbiage that indicates the notary public either personally knew the document signer (affiant) or that the identity was satisfactorily proven to the notary with acceptable identification in accordance with California notary law. Any jurat completed in California which does not have such verbiage must have add the wording either with a jurat stamp or with a jurat form which does include proper wording. There are no exceptions to this law for any jurat performed in California. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

### DESCRIPTION OF THE ATTACHED DOCUMENT

(California High-Speed Rail)  
(Title or description of attached document)

Authority) Cert#4: Organizational  
(Title or description of attached document continued)

Conflicts of Interest Affidavit  
Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of Dragados/Flatiron/Shimmick Joint Venture that:

**Dragados/Flatiron/Shimmick Joint Venture**

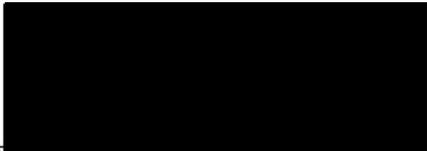
(Name of entity making certification)

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

**Alejandro Canga Botteghelz**

Printed Name

**Attorney-in-Fact**

Title

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

Dragados/Flatiron/Shimmick JV  
3200 Park Center Drive, Suite 600  
Costa Mesa, CA 92626  
657-229-7800



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of Dragados USA, Inc. that:

**Dragados USA, Inc.**

(Name of entity making certification)

Check one of the following boxes:

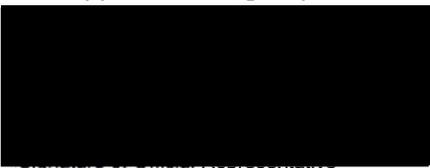
It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).

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.



**Alejandro Canga Botteghelz**

Printed Name

**West Coast President**

Title

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

Dragados USA, Inc.  
3200 Park Center Drive, Suite 600  
Costa Mesa, CA 92626  
657-229-7800



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of Flatiron West, Inc. that:

**Flatiron West, Inc.**

(Name of entity making certification)

Check one of the following boxes:

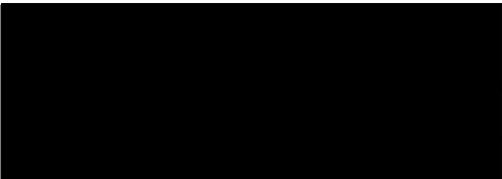
It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).

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.



**Richard Grabinski**

Printed Name

**Vice President**

Title

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

Flatiron West, Inc.  
2100 Goodyear Road  
Benicia, CA 94510  
(707) 742-6000



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of Shimmick Construction Company, Inc. that:  
**Shimmick Construction Company, Inc.**

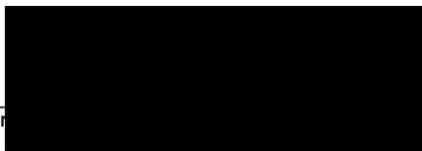
(Name of entity making certification)

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:   
**Jeffrey C. Lessman**  
 Printed Name  
**Executive Vice President**  
 Title

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

Shimmick Construction Company, Inc. 8201 Edgewater Drive, Suite 202 Oakland, CA 94621 (510) 777-5000
---



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of Dragados S.A. that:  
Dragados 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.

Signature 

**Ignacio Segura Suriñach**

Printed Name

**Chief Executive Officer**

Title

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

<p>Dragados S.A. Avenida Camino de Santiago, 50 28050 Madrid, Spain +34 91 343 93 00</p>
--



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of Flatiron Constructors, Inc. that:

Flatiron Constructors, 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.



G. Melody Pickett  
Printed Name  
Vice President & Secretary  
Title

Offering Organization Name,  
Address, and Telephone

Flatiron Constructors, Inc.  
10188 E I-25 Frontage Rd  
Firestone, CO 80504  
(303) 485-4050

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of Jacobs Engineering Group Inc. that:

Jacobs Engineering Group Inc.

(Name of entity making certification)

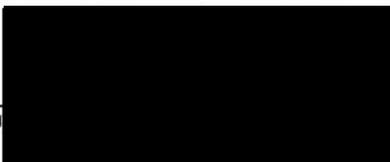
Check one of the following boxes:

- 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



\_\_\_\_\_  
 Steven P. Bichich  
 Printed Name

\_\_\_\_\_  
 Vice President  
 Title

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

Jacobs Engineering Group Inc.  
 3161 Michelson Drive, Suite 500  
 Irvine, CA 92612  
 949-224-7500

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of \_\_\_\_\_ that:

DeWalt Corporation

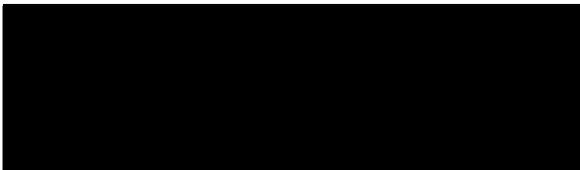
(Name of entity making certification)

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.



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

DeWalt Corporation 1930 22nd Street Bakersfield, CA 93301 661.323.4600 661.323.4674 fax
---

Aaron G. Byrd, PLS

Printed Name

Director of Surveying

Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of Terri Bur, SPHR that:

Terracon Consultants Inc.

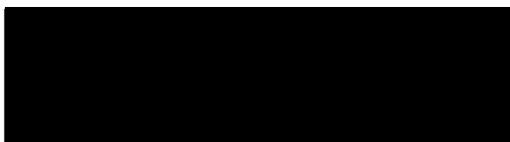
(Name of entity making certification)

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**

David D. Harwood

Printed Name

Senior Vice President

Title

Terracon Consultants Inc. 18001 West 106th Street Suite 300 Olathe, KS 66061 (913) 599-6886
---

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of Sener Engineering and Systems, Inc. that:

Sener Engineering and Systems, 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  
Francisco Fernandez-Lariente  
\_\_\_\_\_  
Printed Name  
Chief Executive Officer  
\_\_\_\_\_  
Title

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

Sener Engineering and Systems, Inc.  
555 Montgomery St. Suite 650  
San Francisco, CA 94111  
(415) 362-0130

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of Fugro Consultants Inc. that:

Fugro Consultants, Inc.

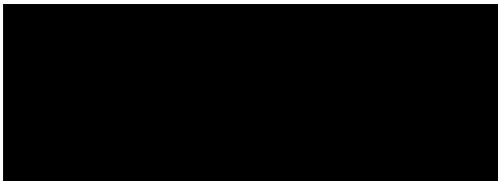
(Name of entity making certification)

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

Fugro Consultants, Inc. 700 South Flower Street, Suite 2116 Los Angeles, CA 90017 213-788-3501
---

Farid Motamed

Printed Name

Vice President

Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of James Transportation Group that:

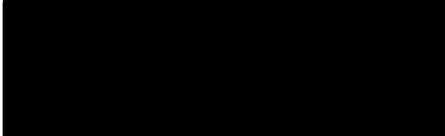
James Transportation Group  
(Name of entity making certification)

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**

James Transportation Group  
P.O. Box 6791  
Folsom, CA 95763  
(916) 6084900

John C. James  
Printed Name

President  
Title



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of Mountain Pacific, Inc. that:

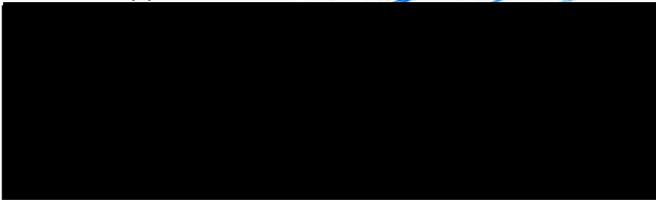
Mountain Pacific, Inc.  
(Name of entity making certification)

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

Mountain Pacific, Inc.  
PO Box 236  
Laguna Beach CA 92652  
949-497-5127

Paul J Hamilton, PE  
Printed Name  
  
Principal  
Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of Rupert Constr. Supply that:

Rupert Constr. 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.



Signature of Official Representative

Karen Wommanberg

Printed Name

manager

Title

Offering Organization Name,  
Address, and Telephone

<p>Rupert Constr. Supply 3941 Park Dr, #20-487 El Dorado Hills, CA 95762 925-229-5577</p>
---



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of Alert-O-Lite Inc. that:

Alert-O-Lite Inc.

(Name of entity making certification)

Check one of the following boxes:

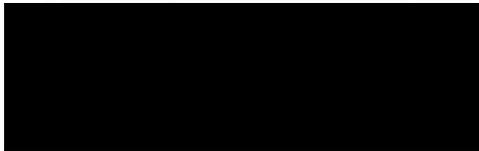
It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).

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

David Soto

Printed Name

Chief Financial Officer

Title

ALERT-O-LITE INC.  
P.O. Box 12224  
FRESNO, CA 93777-2224  
559-486-4570

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of Bradley Tanks, Inc. that:

(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

Kelly Graser  
Printed Name

Director of Compliance  
Title

Bradley Tanks, Inc.  
402 Hartz Ave. Bldg C  
Danville, CA 94526

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of MJ Avila Company, Inc. that:

Mary Jo Avila

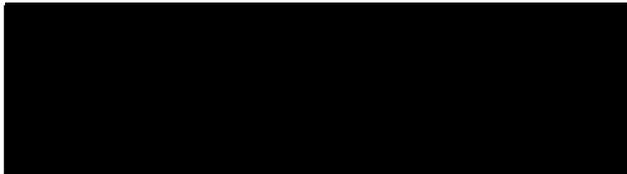
(Name of entity making certification)

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**

MJ Avila Company, Inc.  
7258 W. Rialto Avenue  
Fresno, CA 93723  
(559) 276-1258

Mary Jo Avila

Printed Name

President

Title



**Cert. 5: Equal Employment Opportunity Certification**

The undersigned certifies on behalf of USC Supply that:

USC Supply

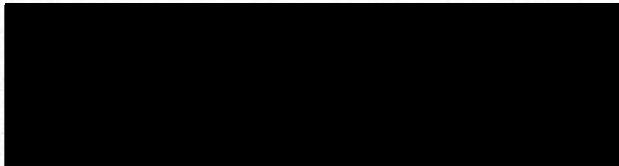
(Name of entity making certification)

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.



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

USC Supply 300 S. Highland Springs Ave Suite 6-C #135 Banning, CA 92220
--

Edmond Rossovich  
Printed Name

President  
Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014





**Cert. 6: 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

**Alejandro Canga Botteghelz**

Printed Name

**Attorney-in-Fact**

Title

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

Dragados/Flatiron/Shimmick JV  
3200 Park Center Drive, Suite 600  
Costa Mesa, CA 92626  
657-229-7800



**Cert. 6: 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

**Alejandro Canga Botteghelz**

Printed Name

**West Coast President**

Title

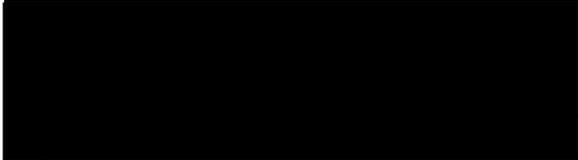
**Offering Organization Name,  
Address, and Telephone**

Dragados USA, Inc.  
3200 Park Center Drive, Suite 600  
Costa Mesa, CA 92626  
657-229-7800



**Cert. 6: 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**

Richard Grabinski

Printed Name

Vice President

Title

Flatiron West, Inc.  
2100 Goodyear Road  
Benicia, CA 94510  
(707) 742-6000



**Cert. 6: 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.



Jeffrey C. Lessman

Printed Name

Executive Vice President

Title

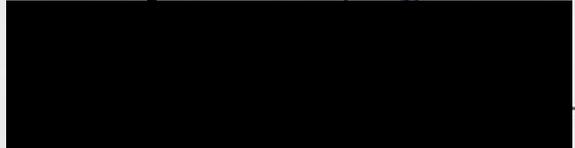
**Offering Organization Name,  
Address, and Telephone**

Shimmick Construction Company, Inc.  
8201 Edgewater Drive, Suite 202  
Oakland, CA 94621  
(510) 777-5000



**Cert. 6: 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**

**Ignacio Segura Suriñach**

Printed Name

**Chief Executive Officer**

Title

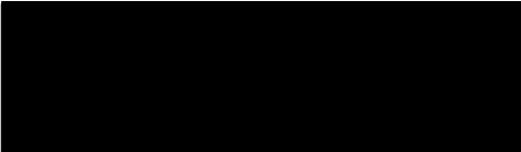
Dragados S.A.  
Avenida Camino de Santiago, 50  
28050 Madrid, Spain  
+34 91 343 93 00

*\* For the Original Cert. 6, please refer to the back Cert. 5*



**Cert. 6: 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**

G. Melody Pickett

Printed Name

Vice President & Secretary

Title

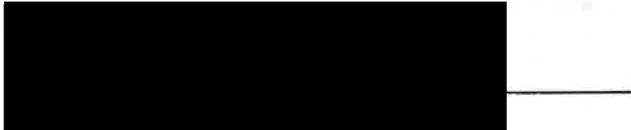
Flatiron Constructors, Inc.  
10188 E I-25 Frontage Rd  
Firestone, CO 80504  
(303) 485-4050

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 6: 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**

Jacobs Engineering Group Inc.  
3161 Michelson Drive, Suite 500  
Irvine, CA 92612  
949-224-7500

Steven P. Bichich

Printed Name

Vice President

Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 6: 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**

DeWalt Corporation  
1930 22nd Street  
Bakersfield, CA 93301  
661.323.4600  
661.323.4674 fax

Aaron G. Byrd, PLS

Printed Name

Director of Surveying

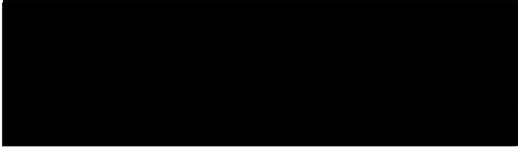
Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 6: 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**

Terracon Consultants Inc.  
18001 West 106th Street  
Suite 300  
Olathe, KS 66061  
(913) 599-6886

David D. Harwood  
Printed Name

Senior Vice President  
Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 6: 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.



Francisco Fernandez-Lafuente  
Printed Name

Chief Executive Officer  
Title

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

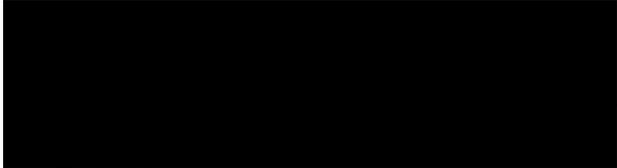
Sener Engineering and Systems, Inc.  
100 Montgomery St. Suite 2190  
San Francisco, CA 94104  
(415) 362-0130

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 6: 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.



**Farid Motamed**

Printed Name

**Vice President**

Title

Offering Organization Name,  
Address, and Telephone

Fugro Consultants, Inc.  
700 South Flower Street, Suite 2116  
Los Angeles, CA 90017  
213-788-3501

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 6: 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.



John C. James

Printed Name

President

Title

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

*James Transportation Group  
P.O. Box 6791  
Folsom, CA 95763*



**Cert. 6: 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

Mountain Pacific, Inc.  
PO Box 236  
Laguna Beach, CA 92652  
949-497-5127

Paul J Hamilton, PE  
Printed Name

Principal  
Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 6: 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**

Karen Wonnemberg

Printed Name

Manager

Title

Rupert Constr Supply  
3941 Park Dr #20-487  
El Dorado Hills, CA 95762  
925-229-5577



**Cert. 6: 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**

ALERT-O-LITE INC.  
P.O. Box 12224  
FRESNO, CA 93777-2224  
559-486-4570

David Soto  
Printed Name

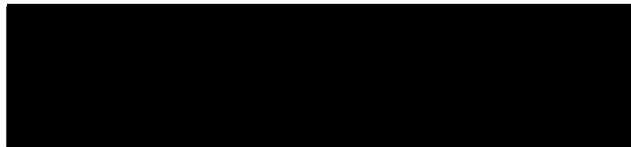
Chief Financial Officer  
Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 6: 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**

Bradley Tanks, Inc.  
402 Hartz Ave. Bldg C  
Danville, CA 94526

Kelly Graser  
Printed Name

Director of Compliance  
Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 6: 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.



Mary Jo Avila

Printed Name

President

Title

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

MJ Avila Company, Inc.  
7258 W. Rialto Avenue  
Fresno, CA 93723  
(559) 276-1258



**Cert. 6: 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**

USC Supply  
300 S. Highland Springs Ave  
Suite 6-C #135  
Banning, CA 92220

Edmond Rossovich  
Printed Name

President  
Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



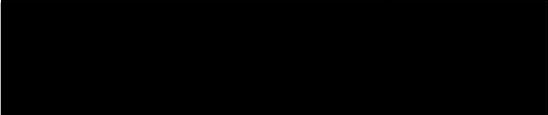


**Cert. 7: Certification Regarding Lobbying**

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 of Official Representative

**Alejandro Canga Botteghelz**

Printed Name

**Attorney-in-Fact**

Title

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

Dragados/Flatiron/Shimmick JV  
3200 Park Center Drive, Suite 600  
Costa Mesa, CA 92626  
657-229-7800



**Cert. 7: 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.

[Redacted Signature]

Signature of Official Representative

**Alejandro Canga Botteghelz**

Printed Name

**West Coast President**

Title

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

Dragados USA, Inc.  
3200 Park Center Drive, Suite 600  
Costa Mesa, CA 92626  
657-229-7800



## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <u>N/A</u> , if known:  Congressional District, if known: <u>N/A</u>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  N/A  Congressional District, if known:	
<b>6. Federal Department/Agency:</b> Department of Transportation Federal Transit Administration	<b>7. Federal Program Name/Description:</b> Rail Projects  CFDA Number, if applicable: <u>N/A</u>	
<b>8. Federal Action Number, if known:</b>  N/A	<b>9. Award Amount, if known:</b> \$ <u>N/A</u>	
<b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b> Englander Knabe & Allen 801 South Figueroa St., Suite 1050 Los Angeles, CA 90017	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>  Same	
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>11. Amount of Payment (check all that apply):</b> \$ <u>24,000</u> <input checked="" type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply):</b> <input checked="" type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input checked="" type="checkbox"/> b. in-kind; specify: nature <u>Check</u> value <u>\$24,000</u>		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>  Advocacy on behalf of Dragados USA, Inc., a major contractor in Southern California		
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Alejandro Canga Botteghelz</u> Title: <u>West Coast President</u> Telephone No.: <u>657-229-7800</u> Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**Cert. 7: 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.



Richard Grabinski

Printed Name

Vice President

Title

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

Flatiron West, Inc.  
2100 Goodyear Road  
Benicia, CA 94510  
(707) 742-6000

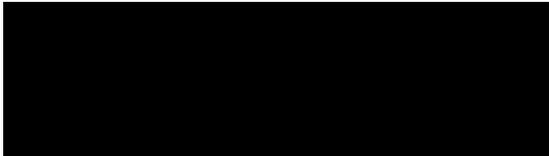


**Cert. 7: Certification Regarding Lobbying**

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.



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

**Jeffrey C. Lessman**

Printed Name

**Executive Vice President**

Title

<p>Shimmick Construction Company, Inc. 8201 Edgewater Drive, Suite 202 Oakland, CA 94621 (510) 777-5000</p>
---





**Cert. 8: 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**

**Alejandro Canga Botteghelz**

Printed Name

**Attorney-in-Fact**

Title

Dragados/Flatiron/Shimmick JV  
3200 Park Center Drive, Suite 600  
Costa Mesa, CA 92626  
657-229-7800



**Cert. 8: 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

**Alejandro Canga Botteghelz**

Printed Name

**West Coast President**

Title

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

Dragados USA, Inc.  
3200 Park Center Drive, Suite 600  
Costa Mesa, CA 92626  
657-229-7800

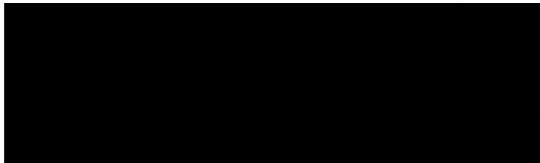


**Cert. 8: Drug Free Workplace Program Certification**

*(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**

**Richard Grabinski**

Printed Name

**Vice President**

Title

Flatiron West, Inc.  
2100 Goodyear Road  
Benicia, CA 94510  
(707) 742-6000

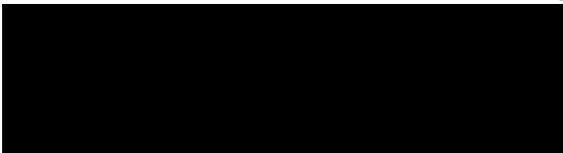


**Cert. 8: Drug Free Workplace Program Certification**

*(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.



**Jeffrey C. Lessman**

Printed Name

**Executive Vice President**

Title

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

Shimmick Construction Company, Inc.  
8201 Edgewater Drive, Suite 202  
Oakland, CA 94621  
(510) 777-5000



**Cert. 8: 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**

**Ignacio Segura Suriñach**

Printed Name

**Chief Executive Officer**

Title

Dragados S.A.  
Avenida Camino de Santiago, 50  
28050 Madrid, Spain  
+34 91 343 93 00



**Cert. 8: 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**

Flatiron Constructors, Inc.  
10188 E I-25 Frontage Rd  
Firestone, CO 80504  
(303) 485-4050

G. Melody Pickett

Printed Name

Vice President & Secretary

Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014

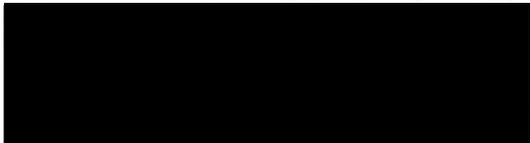


**Cert. 8: Drug Free Workplace Program Certification**

*(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**

Jacobs Engineering Group Inc.  
3161 Michelson Drive, Suite 500  
Irvine, CA 92612  
949-224-7500

**Steven P. Bichich**

Printed Name

**Vice President**

Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014

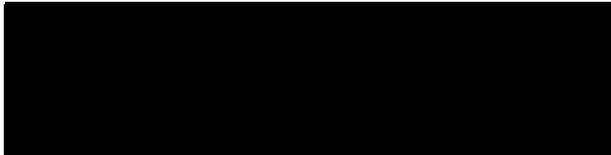


**Cert. 8: Drug Free Workplace Program Certification**

*(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**

Aaron G. Byrd, PLS  
Printed Name  
  
Director of Surveying  
Title

DeWalt Corporation  
1930 22nd Street  
Bakersfield, CA 93301  
661.323.4600  
661.323.4674 fax

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014

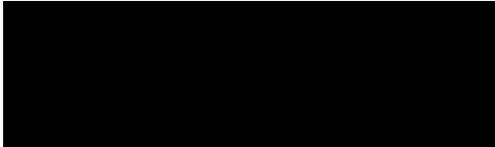


**Cert. 8: Drug Free Workplace Program Certification**

*(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**

Terracon Consultants Inc.  
18001 West 106th Street  
Suite 300  
Olathe, KS 66061  
(913) 599-6886

David D. Harwood  
Printed Name

Senior Vice President  
Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 8: 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**

Sener Engineering and Systems, Inc.  
555 Montgomery St. Suite 650  
San Francisco, CA 94111  
(415) 362-0130

Francisco Fernandez-Lafuente  
Printed Name

Chief Executive Officer  
Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 8: 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.



Farid Motamed

Printed Name

Vice President

Title

Offering Organization Name,  
Address, and Telephone

Fugro Consultants, Inc.  
700 South Flower Street, Suite 2116  
Los Angeles, CA 90017  
213-788-3501

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 8: 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**

*Johns Transportation Group  
P.O. Box 6791  
Folsom, CA 95763  
(916) 608 4900*

*John C. James*  
Printed Name

*President*  
Title



**Cert. 8: 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

Mountain Pacific, Inc.  
PO Box 236  
Laguna Beach, CA 92652  
949-497-8127

Paul J. Hamilton, PE  
Printed Name

Principal  
Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014

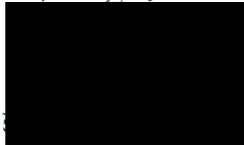


**Cert. 8: Drug Free Workplace Program Certification**

*(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

Printed Name

Title

*Manager Karen Wonnemberg*  
*Manager*

Offering Organization Name,  
Address, and Telephone

*Rupert Constr. Supply*  
*3941 Park Dr. # 20-487*  
*El Dorado Hills, CA 95762*  
*925-229-5577*



**Cert. 8: 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.



David Soto

Printed Name

Chief Financial Officer

Title

Offering Organization Name,  
Address, and Telephone

ALERT-O-LITE INC.  
P.O. Box 12224  
FRESNO, CA 93777-2224  
559-486-4570

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014

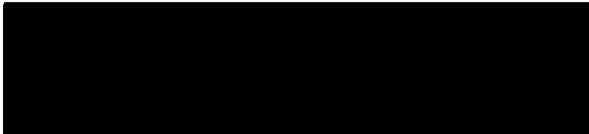


**Cert. 8: Drug Free Workplace Program Certification**

*(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**

Bradley Tanks, Inc.  
402 Hartz Ave. Bldg C  
Danville, CA 94526

Kelly Graser  
Printed Name

Director of Compliance  
Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014

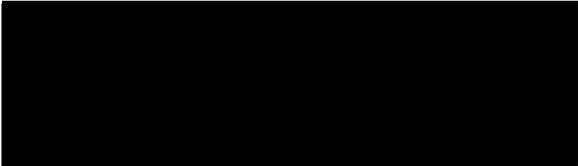


**Cert. 8: Drug Free Workplace Program Certification**

*(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**

MJ Avila Company, Inc.  
7258 W. Rialto Avenue  
Fresno, CA 93723  
(559) 276-1258

Mary Jo Avila  
Printed Name

President  
Title

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014



**Cert. 8: 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.



Edmond Rossovich  
Printed Name

President  
Title

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

USC Supply  
300 S. Highland Springs Ave  
Suite 6-C #135  
Banning, CA 92220

RFP No.: 13-57 – Addendum No. 2 - 06/30/2014





**Cert. 9: 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.

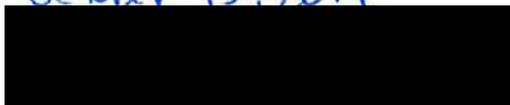
**Certificate of Compliance with 49 U.S.C. § 24405(a)**

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

Date:

October 15, 2014

Signature:



Printed Name:

Alejandro Canga Botteghelz

Company Name:

Dragados/Flatiron/Shimmick Joint Venture

Title:

Attorney-in-Fact

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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:

\_\_\_\_\_

<sup>1</sup> 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.



**Cert. 9: 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: October 15, 2014

Signature: 

Printed Name: Alejandro Canga Botteghelz

Company Name: Dragados USA, Inc.

Title: West Coast President

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: \_\_\_\_\_

<sup>1</sup> 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.



**Cert. 9: Buy America Certifications**

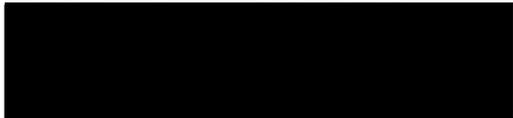
The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

**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: October 9, 2014

Signature:



Printed Name:

Richard Grabinski

Company Name:

Flatiron West, Inc.

Title:

Vice President

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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:

\_\_\_\_\_

<sup>1</sup> 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.



**Cert. 9: 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: October 6, 2014

Signature: 

Printed Name: Jeffrey C. Lessman

Company Name: Shimmick Construction Company, Inc.

Title: Executive Vice President

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: \_\_\_\_\_

<sup>1</sup> 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.



**Cert. 9: 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: October 7th 2014

Signature: 

Printed Name: Ignacio Segura Suriñach

Company Name: Dragados S.A.

Title: Chief Executive Officer

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: \_\_\_\_\_

<sup>1</sup> 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.



**Cert. 9: 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: October 10, 2014

Signature: 

Printed Name: G. Melody Pickett

Company Name: Flatiron Constructors, Inc.

Title: Vice President & Secretary

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: \_\_\_\_\_

<sup>1</sup> 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.



**Cert. 9: 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: 9-24-14

Signature: 

Printed Name: Steven P. Bichich

Company Name: Jacobs Engineering Group Inc.

Title: Vice President

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: \_\_\_\_\_

<sup>1</sup> 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.



**Cert. 9: 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: September 10, 2014

Signature: [Redacted Signature]

Printed Name: Aaron G. Byrd, PLS

Company Name: DeWalt Corporation

Title: Director of Surveying

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: \_\_\_\_\_

<sup>1</sup> 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.



**Cert. 9: 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: September 4, 2014

Signature:  \_\_\_\_\_

Printed Name: David D. Harwood

Company Name: Terracon Consultants Inc.

Title: Senior Vice President

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: \_\_\_\_\_

---

<sup>1</sup> 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.



**Cert. 9: 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: August 26, 2014

Signature: 

Printed Name: Francisco Fernandez-LaFuente

Company Name: Sener Engineering and Systems, Inc.

Title: CEO

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: \_\_\_\_\_

<sup>1</sup> 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.



**Cert. 9: 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: 10/21/14

Signature: 

Printed Name: Farid Motamed

Company Name: Fugro Consultants, Inc.

Title: Vice President

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: \_\_\_\_\_

<sup>1</sup> 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.



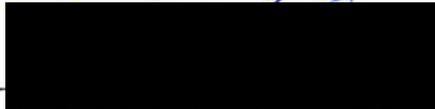
**Cert. 9: Buy America Certifications**

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: October 1, 2014

Signature: 

Printed Name: John C James

Company Name: James Transportation Group

Title: President

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: \_\_\_\_\_

<sup>1</sup> 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.



**Cert. 9: 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: 09 OCT 14

Signature:



Printed Name: Paul J Hamilton, PE

Company Name: Mountain Pacific, Inc.

Title: Principal

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: \_\_\_\_\_

<sup>1</sup> 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.: 13-57 – Addendum No. 2 - 06/30/2014

**Cert. 9: 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: 10/8/14

Signature: 

Printed Name: Karen Wonnenberg

Company Name: Rupert Constr. Supply

Title: Manager

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: ~~10/8/14~~

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> 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.



**Cert. 9: 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: 10/22/14

Signature: 

Printed Name: David Soto

Company Name: Alert-O-Lite Inc.

Title: Chief Financial Officer

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: \_\_\_\_\_

<sup>1</sup> 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.



**Cert. 9: 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: 10/22/2014

Signature: \_\_\_\_\_

Printed Name: Kelly Graser

Company Name: Bradley Tanks, Inc.

Title: Director of Compliance

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: \_\_\_\_\_

<sup>1</sup> 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.



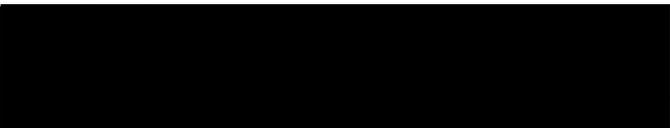
**Cert. 9: Buy America Certifications**

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: October 21, 2014

Signature: 

Printed Name: Mary Jo Avila

Company Name: MJ Avila Company, Inc.

Title: President

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: \_\_\_\_\_

<sup>1</sup> 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.



**Cert. 9: Buy America Certifications**

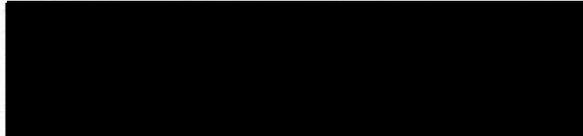
The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

**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: 10/9/2014

Signature:



Printed Name: Edmond Rossovich

Company Name: USC Supply

Title: President

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- 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: \_\_\_\_\_

<sup>1</sup> 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.





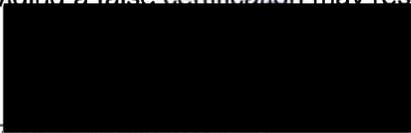
**Cert. 10: Iran Contracting Certification**

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 13-57 Design-Build Services for Construction Package 2-3 of the Initial Construction Segment of the California High-Speed Rail Program.

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

  
 \_\_\_\_\_  
 Signature of Official Representative

**Alejandro Canga Botteghelz**

Printed Name

**Attorney-in-Fact**

Title

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

<p>Dragados/Flatiron/Shimmick JV          3200 Park Center Drive, Suite 600          Costa Mesa, CA 92626          657-229-7800</p>
---



**Cert. 10: 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 13-57 Design-Build Services for Construction Package 2-3 of the Initial Construction Segment of the California High-Speed Rail Program.

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

Signature of Offeror Representative



**Alejandro Canga Botteghelz**

Printed Name

**West Coast President**

Title

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

<p>Dragados USA, Inc. 3200 Park Center Drive, Suite 600 Costa Mesa, CA 92626 657-229-7800</p>
---



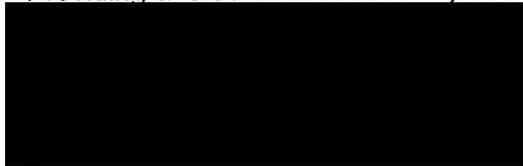
**Cert. 10: Iran Contracting Certification**

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 13-57 Design-Build Services for Construction Package 2-3 of the Initial Construction Segment of the California High-Speed Rail Program.

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



**Richard Grabinski**

Printed Name

**Vice President**

Title

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

Flatiron West, Inc.  
2100 Goodyear Road  
Benicia, CA 94510  
(707) 742-6000



**Cert. 10: 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 13-57 Design-Build Services for Construction Package 2-3 of the Initial Construction Segment of the California High-Speed Rail Program.

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



**Jeffrey C. Lessman**

Printed Name

**Executive Vice President**

Title

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

<p>Shimmick Construction Company, Inc. 8201 Edgewater Drive, Suite 202 Oakland, CA 94621 (510) 777-5000</p>
---





**Cert. 11: 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 certificate 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) <b>Dragados/Flatiron/Shimmick Joint Venture</b>		Federal ID Number <b>N/A</b>
By (Or <u>                    </u> )		
Printed Name and Title of Person Signing <b>Alejandro Canga Botteghez: Attorney-in-Fact</b>		
Date Executed <b>October 15, 2014</b>	Executed in the County and State of <b>Orange County, California</b>	

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014



**Cert. 11: 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. [Redacted] 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.

**OR**

2. [Redacted] 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.

**OR**

3. [Redacted] 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.

**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) <b>Dragados USA, Inc.</b>		Federal ID Number [Redacted]
By [Redacted]		
Printed Name and Title of Person Signing <b>Alejandro Canga Botteghelz: West Coast President</b>		
Date Executed <b>October 15, 2014</b>	Executed in the County and State of <b>Orange County, California</b>	

RFP No.: 13-57 – Addendum No. 5 - 10/09/2014



**Cert. 11: 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) <b>Flatiron West, Inc.</b>		Federal ID Number [REDACTED]
By [REDACTED]		
Printed Name and Title <b>Richard Grabinski Vice President</b>		
Date Executed <b>October 9, 2014</b>	Executed in the County and State of <b>County of Orange, California</b>	



**Cert. 11: 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.

**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) Shimmick Construction Company, Inc.		Federal ID Number [REDACTED]
[REDACTED]		
Printed Name and Title of Person Signing Jeffrey O. Lessman, Executive Vice President		
Date Executed October 6, 2014	Executed in the County and State of Alameda County, State of California	



**Certification Regarding Miscellaneous State  
Requirements (Cert. 12)**

**Cert. 12: 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) Dragados/Flatiron/Shimmick Joint Venture		Federal ID Number N/A
By (Signature)		
Printed Name and Title of Person Signing Alejandro Canga Botteghelz Attorney-in-Fact		
Date Executed October 15, 2014	Executed in the County and State of Orange County, CA	

**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.



**Cert. 12: 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) Dragados USA, Inc.		Federal ID Number [REDACTED]
By (Name and Title) [REDACTED]		
Printed Name and Title of Person Signing Alejandro Canga Botteghelz		West Coast President
Date Executed October 15, 2014	Executed in the County and State of Orange County, California	

**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.



**Cert. 12: 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) Flatiron West, Inc.		Federal ID Number [REDACTED]
By [REDACTED]		
Printed Name and Title of Person Signing Richard Grabinski Vice President		
Date Executed October 9, 2014	Executed in the County and State of County of Orange, California	

**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.



**Cert. 12: 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) Shimmick Construction Company, Inc.		Federal ID Number [REDACTED]
By (Official Representative Signature) [REDACTED]		
Jeffrey C. Lessman, Executive Vice President		
Date Executed October 6, 2014	Executed in the County and State of Alameda County, State of California	

**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.









**Fidelity and Deposit Company of Maryland  
Zurich American Insurance Company  
Liberty Mutual Insurance Company  
Travelers Casualty and Surety Company of America  
Federal Insurance Company  
The Continental Insurance Company  
XL Specialty Insurance Company  
XL Reinsurance Company**

October 23, 2014

California High-Speed Rail Authority  
Program Management  
770 L Street, Suite 800  
Sacramento, CA95814

Attention: Rebecca Harnagel, P.E.

RE: California High Speed Train Project  
Construction Packages 2-3  
RFP No.: HSR 13-57  
Surety Letter supporting Dragados/Flatiron/Shimmick Joint Venture

To Whom It May Concern:

We understand that Dragados/Flatiron/Shimmick Joint Venture, the Proposer Team of Dragados USA, Inc., Flatiron West, Inc. and Shimmick Construction Co., Inc., is submitting their bid for the captioned project. This letter is in response to your request that we, the co-sureties for the Proposer Team, submit a letter of commitment to provide performance and payment bonds per Section 8.3.1 of the Instructions to Proposers.

The undersigned sureties are the co-sureties for the Proposer team of Dragados/Flatiron/Shimmick Joint Venture and Liberty Mutual Insurance Company is the lead on this co-surety team. The co-sureties have reviewed the RFP and are committed to provide a Performance Bond and a Payment Bond, each in substantially the forms provided in RFP documents.

The co-sureties willingness to issue the Performance Bond and Payment Bond is subject to award and execution of the Contract to Dragados/Flatiron/Shimmick Joint Venture. The co-sureties' commitment under this letter will expire 360 days following the Proposal Deadline. After such period, the Proposals will cease to be valid unless the Proposer and the Authority agree in writing to extend the Proposal Validity Period. The Proposal Validity Period as may be extended by the parties shall not affect the validity of the Proposal Bond without acquiescence by the co-sureties.

All sureties listed below are registered with the California State Insurance Commissioner and appear on the current Authorized Insurance List on the State of California published by the Office of the Insurance Commissioner. Each undersigned surety is US Treasury Listed and all have an A. M. Best Rating Service classification of "A-XIV" or better, as detailed below.

Regarding the requirement in the RFP for a statement regarding whether any of the undersigned sureties has defaulted on any obligations in the past 10 years, we offer the following. It is the position of Fidelity & Deposit Company of Maryland, Zurich American Insurance Company, Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Federal Insurance Company, The Continental Insurance Company, XL Specialty Insurance and XL Reinsurance Company that we have not defaulted on any of our 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 Fidelity & Deposit Company of Maryland, Zurich American Insurance Company, Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Federal Insurance Company, The Continental Insurance Company, XL Specialty Insurance and XL Reinsurance Company was in default of one or more of its alleged obligations under a surety bond.

It is the position of Fidelity & Deposit Company of Maryland, Zurich American Insurance Company, Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Federal Insurance Company, The Continental Insurance Company, XL Specialty Insurance and XL Reinsurance Company that such allegations have stemmed from good faith disputes over the timing or scope of an underlying obligation of Fidelity & Deposit Company of Maryland, Zurich American Insurance Company, Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Federal Insurance Company, The Continental Insurance Company, XL Specialty Insurance and XL Reinsurance Company or, in some cases, whether any obligation even existed. In such cases, Fidelity & Deposit Company of Maryland, Zurich American Insurance Company, Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Federal Insurance Company, The Continental Insurance Company, XL Specialty Insurance and XL Reinsurance Company have fully and timely discharged their obligations as they have been determined, whether judicially, voluntarily or by some other method of resolution.”

Please do not hesitate to contact us if we can provide any further insights or assistance.

Sincerely,

**Fidelity and Deposit Company of Maryland, A.M. Best Rating A+ Class XV**  
**Zurich American Insurance Company, A.M. Best Rating A+ Class XV**  
**Liberty Mutual Insurance Company, A.M. Best Rating A Class XV**  
**Travelers Casualty and Surety Company of America, A. M. Best Rating A+ Class XV**  
**Federal Insurance Company, A.M. Best Rating A++ Class XV**  
**The Continental Insurance Company, A.M. Best Rating A Class XV**  
**XL Specialty Insurance Company, A.M. Best Rating A Class XV**  
**XL Reinsurance Company, A.M. Best Rating A Class XV**

B

Andrea E. Goroert, Attorney-in-Fact

**SURETY ACKNOWLEDGMENT**

State of New York

County of Nassau

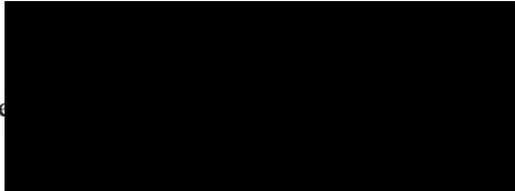
On 23rd of October, 2014 before me, Beverly A. Woolford, Notary Public, personally appeared Andrea E. Gorbert who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in 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 York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature



BEVERLY A. WOOLFORD  
NOTARY PUBLIC, State of New York  
No. 01WO6132857  
Qualified in Queens County  
Commission Expires August 29, 2017

**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 **David W. ROSEHILL, Nancy SCHNEE, Andrea E. GORBERT, Annette LEUSCHNER, Valorie SPATES, Beverly A. WOOLFORD and Anne POTTER, all of Jericho, New York, 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 19th day of August, A.D. 2014.

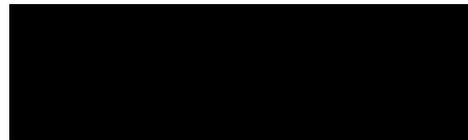
**ATTEST:**

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



By: 

*Assistant Secretary  
Eric D. Barnes*

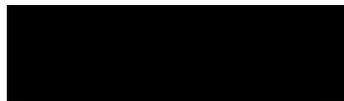


*Vice President  
Thomas O. McClellan*

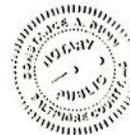
State of Maryland  
City of Baltimore

On this 19th day of August, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant 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.



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015



**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.

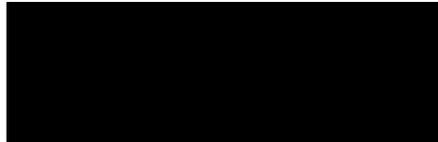
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

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 \_\_\_ day of OCT 23 2010.



Michael Bond, Vice President

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition

As Of December 31, 2013

### ASSETS

Bonds.....	\$ 139,272,722
Stocks .....	22,258,887
Cash and Short Term Investments.....	6,595,113
Reinsurance Recoverable .....	17,970,134
Other Accounts Receivable .....	33,409,916
TOTAL ADMITTED ASSETS.....	<u>\$ 219,506,772</u>

### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses .....	\$ 1,787,480
Ceded Reinsurance Premiums Payable.....	42,146,005
Securities Lending Collateral Liability.....	6,613,750
TOTAL LIABILITIES .....	<u>\$ 50,547,235</u>
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	<u>163,959,537</u>
Surplus as regards Policyholders .....	168,959,537
TOTAL.....	<u>\$ 219,506,772</u>

Securities carried at \$58,378,690 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2013 would be \$223,222,696 and surplus as regards policyholders \$172,675,461.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2013.

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2014.

Notary Public

OFFICIAL SEAL  
DARRYL JOINER  
Notary Public - State of Illinois  
My Commission Expires May 3, 2014

**ZURICH AMERICAN INSURANCE COMPANY**  
**COMPARATIVE BALANCE SHEET**  
**ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006**  
**As of December 31, 2013 and December 31, 2012**

	12/31/2013	12/31/2012
<b>Assets</b>		
Bonds	\$ 18,990,565,123	\$ 18,907,466,866
Preferred Stock	-	-
Common Stock	2,411,755,638	2,123,025,432
Other Invested Assets	2,505,133,631	2,035,077,824
Short-term Investments	327,019,081	126,053,209
Receivable for securities	123,767,865	134,410,839
Cash and cash equivalents	(65,045,469)	728,298,115
Securities lending reinvested collateral assets	208,060,537	225,335,750
Employee Trust for Deferred Compensation Plan	142,420,097	130,493,778
Total Cash and Invested Assets	\$ 24,643,676,503	\$ 24,410,161,814
Premiums Receivable	\$ 3,358,946,105	\$ 3,649,247,239
Funds Held with Reinsurers	2,383,155	3,681,443
Reinsurance Recoverable	391,812,478	215,451,507
Accrued Investment Income	113,886,701	121,729,727
Federal Income Tax Recoverable	940,033,456	930,267,731
Due from Affiliates	183,852,738	187,274,289
Other Assets	549,410,052	493,265,075
Total Assets	\$ 30,184,001,188	\$ 30,011,078,824
<b>Liabilities and Policyholders' Surplus</b>		
<b>Liabilities:</b>		
Loss and LAE Reserves	\$ 13,894,112,327	\$ 14,244,436,264
Unearned Premium Reserve	4,321,146,577	4,159,670,241
Funds Held with Reinsurers	185,460,548	212,412,675
Loss In Course of Payment	357,922,606	408,170,112
Commission Reserve	68,132,284	64,038,359
Federal Income Tax Payable	290,773,995	16,190,044
Remittances and Items Unallocated	111,710,550	196,410,982
Payable to parent, subs and affiliates	154,428,297	57,540,814
Provision for Reinsurance	43,942,761	66,649,220
Ceded Reinsurance Premiums Payable	807,651,125	551,510,878
Securities Lending Collateral Liability	208,060,537	225,335,750
Other Liabilities	1,942,241,242	2,166,453,164
Total Liabilities	\$ 22,385,582,849	\$ 22,368,818,502
<b>Policyholders' Surplus:</b>		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	-	430,000,000
Special Surplus Funds	34,865,000	43,259,000
Cumulative Unrealized Gain	505,136,565	331,857,594
Unassigned Surplus	2,859,285,454	2,438,012,408
Total Policyholders' Surplus	\$ 7,798,418,339	\$ 7,642,260,323
Total Liabilities and Policyholders' Surplus	\$ 30,184,001,188	\$ 30,011,078,824

I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2013, according to the best of my information.

State of Illinois  
County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2014.



Notary public

**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. 6549712

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, Andrea E. Gorbet; Anne Potter; Annette Leuschner; Beverly A. Woolford; David W. Rosehill; Nancy Schnee; Valorie Spates

all of the city of Jericho state of NY 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 24th day of April, 2014.



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

By:   
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 24th day of April, 2014, 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:   
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 OCT 23 2014 day of October, 2014.



By:   
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.



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2013

<b>Assets</b>	<b>Liabilities</b>
Cash and Bank Deposits..... \$1,118,180,550	Unearned Premiums..... \$5,940,431,054
*Bonds — U.S Government ..... 1,888,225,943	Reserve for Claims and Claims Expense..... 17,305,063,560
*Other Bonds..... 12,039,490,815	Funds Held Under Reinsurance Treaties..... 212,659,311
*Stocks..... 9,030,962,112	Reserve for Dividends to Policyholders..... 1,226,236
Real Estate ..... 251,301,907	Additional Statutory Reserve ..... 63,348,980
Agents' Balances or Uncollected Premiums..... 4,781,042,931	Reserve for Commissions, Taxes and
Accrued Interest and Rents ..... 149,855,386	Other Liabilities ..... <u>5,826,683,629</u>
Other Admitted Assets..... <u>15,216,749,451</u>	<b>Total.....\$29,349,412,770</b>
<b>Total Admitted Assets.....<u>\$44,475,809,095</u></b>	Special Surplus Funds..... \$55,686,852
	Capital Stock..... 11,250,000
	Paid in Surplus..... 7,898,288,167
	Unassigned Surplus..... 7,161,171,306
	<b>Surplus to Policyholders ..... <u>15,126,396,325</u></b>
	<b>Total Liabilities and Surplus ..... <u>\$44,475,809,095</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2013, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2014.

Assistant Secretary

**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

**Annette M Leuschner, Nancy Schnee, Valorie Spates, Andrea E Gorbert, Beverly A Woolford, Anne Potter, Individually, of Jericho, NY  
Debra A Deming, Vivian Carti, Evangelina L Dominick, Annette M Leuschner, Cynthia Farrell, Sandra Diaz, Jessica Iannotta, Kelly O'Malley, Kevin T Walsh, Jr, Edward Reilly, Individually, of New York, NY**

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 7th day of February, 2014.

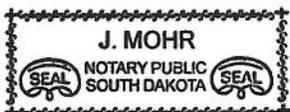


The Continental Insurance Company

[Redacted Signature] Vice President

State of South Dakota, County of Minnehaha, ss:

On this 7th day of February, 2014, 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 June 23, 2015

[Redacted Signature] 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 \_\_\_\_\_ day of \_\_\_\_\_, **OCT 23 2014**.



The Continental Insurance Company

[Redacted Signature] 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 25<sup>th</sup> 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.”







**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Andrea E. Gorbert, Annette Leuschner, James E. Marran, Jr., Anne Potter, David W. Rosehill, Nancy Schnee, Valorie Spates and Beverly A. Woolford of Jericho, New York**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **28th** day of **January, 2013**.

STATE OF NEW JERSEY

County of Somerset

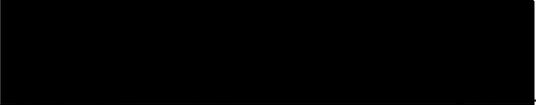
ss.

On this **28th** day of **January, 2013** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2014**



Notary Public

**CERTIFICATION**

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

day of

**OCT 23 2014**



IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

**DECEMBER 31, 2013**

(in thousands of dollars)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments.....	\$ 352,393	Outstanding Losses and Loss Expenses .....	\$ 12,129,450
United States Government, State and Municipal Bonds .....	9,295,185	Unearned Premiums.....	3,504,583
Other Bonds.....	5,535,360	Ceded Reinsurance Premiums Payable.....	338,026
Stocks .....	1,000,938	Provision for Reinsurance .....	61,351
Other Invested Assets.....	<u>1,452,598</u>	Other Liabilities.....	<u>986,628</u>
TOTAL INVESTMENTS .....	<u>17,636,474</u>	TOTAL LIABILITIES .....	<u>17,020,038</u>
Investments in Affiliates:		Capital Stock.....	20,980
Chubb Investment Holdings, Inc. ....	3,364,996	Paid-In Surplus.....	3,106,809
Pacific Indemnity Company.....	2,771,422	Unassigned Funds .....	<u>11,613,523</u>
Executive Risk Indemnity Inc.....	1,218,625		
Chubb Insurance Investment Holdings Ltd....	1,111,941		
CC Canada Holdings Ltd.....	629,592		
Great Northern Insurance Company .....	478,838	SURPLUS TO POLICYHOLDERS .....	<u>14,741,312</u>
Chubb Insurance Company of Australia Ltd.	449,419		
Chubb European Investment Holdings SLP ..	281,312		
Vigilant Insurance Company .....	264,883		
Other Affiliates .....	472,259		
Premiums Receivable .....	1,586,676		
Other Assets .....	<u>1,494,913</u>		
TOTAL ADMITTED ASSETS .....	<u>\$ 31,761,350</u>	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	<u>\$ 31,761,350</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.  
At December 31, 2013, investments with a carrying value of \$452,687,680 were deposited with government authorities as required by law.

State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary \_\_\_\_\_ of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2013 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2013.

Subscribed and sworn to before me  
this March 11, 2014.

\_\_\_\_\_  
Notary Public

JEANETTE SHIPSEY  
Notary Public, State of New York  
No. 02SH5074142  
Qualified in Nassau County  
Commission Expires March 10, 2015

\_\_\_\_\_  
Assistant Secretary



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228071

Certificate No. 005944875

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David W. Rosehill, Nancy Schnee, Annette Leuschner, Andrea E. Gorbert, Valorie Spates, Beverly A. Woolford, and Anne Potter

of the City of Jericho, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of June, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Redacted Signature]
Robert L. Raney, Senior Vice President

On this the 6th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Redacted Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 \_\_\_\_\_ day of OCT 23 2014, 20\_\_.

[Redacted Signature]

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2013

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 67,799,824	UNEARNED PREMIUMS	\$ 808,717,671
BONDS	3,452,214,898	LOSSES	809,863,176
INVESTMENT INCOME DUE AND ACCRUED	47,758,502	LOSS ADJUSTMENT EXPENSES	460,670,453
OTHER INVESTED ASSETS	265,099,610	COMMISSIONS	31,781,136
PREMIUM BALANCES	190,836,462	TAXES, LICENSES AND FEES	12,482,322
NET DEFERRED TAX ASSET	61,575,098	OTHER EXPENSES	38,437,893
REINSURANCE RECOVERABLE	11,361,414	FUNDS HELD UNDER REINSURANCE TREATIES	94,401,464
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	4,910,772	CURRENT FEDERAL AND FOREIGN INCOME TAXES	18,387,407
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	30,772,481	REMITTANCES AND ITEMS NOT ALLOCATED	13,577,503
STATE SURCHARGES RECEIVABLE	258,771	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,615,357
OTHER ASSETS	14,872,822	RETROACTIVE REINSURANCE RESERVE ASSUMED	1,511,674
		POLICYHOLDER DIVIDENDS	6,462,513
		PROVISION FOR REINSURANCE	3,970,484
		ADVANCE PREMIUM	1,078,609
		PAYABLE FOR SECURITIES LENDING	4,910,772
		DERIVATIVES	112,003
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(64,954,254)
		ESCHEAT LIABILITY	471,948
		OTHER ACCRUED EXPENSES AND LIABILITIES	242,236
		TOTAL LIABILITIES	\$ 2,265,740,367
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,441,436,327
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,881,720,088
TOTAL ASSETS	\$ 4,147,460,454	TOTAL LIABILITIES & SURPLUS	\$ 4,147,460,454

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

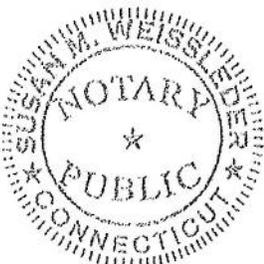
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2013.

SECOND VICE PRESIDENT

NOTARY PUBLIC

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2017

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 9TH DAY OF MARCH, 2014





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

THIS IS NOT A BOND NUMBER  
 UNLIMITED POWER OF ATTORNEY  
 XL1514469

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:  
*Nancy Schnee, David W. Rosehill, Edward Reilly, Anne Potter, Beverly Woolford, Kevin T. Walsh, Kelly O'Malley, Andrea E. Gorbett, Valorie Spates, Arnette M. Lauschner*

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 11th day of August 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.

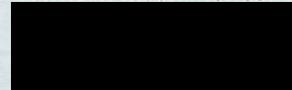
RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures 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 August 11th, 2014.



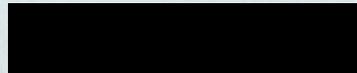
**XL SPECIALTY INSURANCE COMPANY  
 GREENWICH INSURANCE COMPANY**

By:



David S. Hewett, SENIOR VICE PRESIDENT

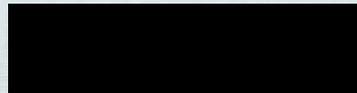
Attest:



Toni Ann Perkins, SECRETARY

STATE OF CONNECTICUT  
 COUNTY OF FAIRFIELD

On this 11th day of August, 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. Sliva, NOTARY PUBLIC

STATE OF CONNECTICUT  
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 forgoing 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.

OCT 23 2014

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



[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 11th day of August, 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 11th day of August, 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. Sliva, 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 forgoing 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.

OCT 23 2014

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 August 11, 2019  
SB0041

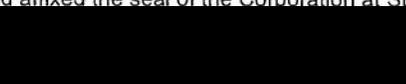
THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

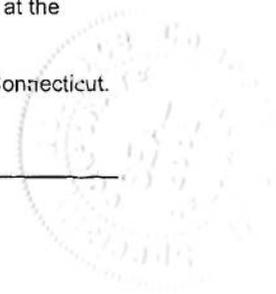
XL SPECIALTY INSURANCE COMPANY  
 STATUTORY STATEMENT OF ADMITTED ASSETS,  
 LIABILITIES, CAPITAL AND SURPLUS  
 December 31, 2013  
 (U.S. Dollars)

<b>Assets:</b>		<b>Liabilities:</b>	
Bonds	243,078,129	Loss & loss adjustment expenses	202,897,195
Stocks	47,367,742	Reinsurance payable on paid loss and loss adjustment expenses	550,213
Cash and short-term investments	103,941,689	Unearned premiums	36,049,248
Receivable for securities		Ceded reinsurance premium payable	
<b>Total Invested Assets</b>	<b>394,387,560</b>	Funds held by company under reinsurance treaties	10,668,107
		Payable for Securities	
		Other Liabilities	32,063,624
		<b>Total Liabilities</b>	<b>282,228,387</b>
Agents Balances	25,747,167	Capital and Surplus:	
Funds held by or deposited with reinsured companies		Aggregate write-ins for special surplus funds	
Reinsurance recoverable on loss and loss adjustment expense payments		Common capital Stock	5,812,500
Accrued interest and dividends	1,346,314	Gross paid in and contributed surplus	127,462,739
Other admitted assets	19,090,389	Unassigned surplus	25,067,804
<b>Total Admitted Assets</b>	<b>440,571,430</b>	<b>Total Capital and Surplus</b>	<b>158,343,043</b>
		<b>Total Liabilities, Capital and Surplus</b>	<b>440,571,430</b>

I, Andrew Robert Will, Vice President and Controller of XL Specialty Insurance Company (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2013, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at Seaview House, 70 Seaview Avenue, Stamford, CT 06902-06040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Stamford, Connecticut.

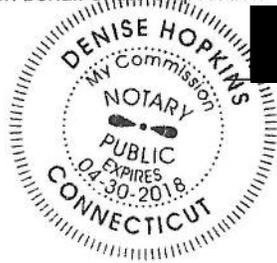
  
 \_\_\_\_\_  
 Vice President and Controller



State of Connecticut

County of Fairfield

The foregoing financial information was acknowledged before me this 24th of March, 2014 by Andrew Robert Will of XL Specialty Insurance Company on behalf of the corporation.



Notary Public



XL REINSURANCE AMERICA INC.  
 STATUTORY STATEMENT OF ADMITTED ASSETS,  
 LIABILITIES, CAPITAL AND SURPLUS  
 December 31, 2013  
 (U.S. Dollars)

Assets:		Liabilities:	
Bonds	3,585,728,229	Loss & loss adjustment expenses	2,198,053,137
Stocks	748,128,345	Reinsurance payable on paid loss and loss adjustment expenses	5,960,634
Cash and short-term investments	170,914,776	Unearned premiums	390,533,599
Other Invested Assets	75,285,679	Ceded reinsurance premium payable	340,708,711
Receivable for securities		Funds held by company under reinsurance treaties	113,336,753
<b>Total Invested Assets</b>	<b>4,580,057,029</b>	Payable for Securities	1,205,344
		Other Liabilities	233,514,972
		<b>Total Liabilities</b>	<b>3,283,313,150</b>
Agents Balances	278,927,642	Capital and Surplus:	
Funds held by or deposited with reinsured companies	147,860,298	Aggregate write-ins for special surplus funds	5,000,000
Reinsurance recoverable on loss and loss adjustment expense payments	287,878,865	Common capital Stock	1,866,926,322
Accrued interest and dividends	32,995,448	Gross paid in and contributed surplus	372,578,912
Other admitted assets	200,099,102	Unassigned surplus	2,244,505,234
		<b>Total Capital and Surplus</b>	<b>2,244,505,234</b>
<b>Total Admitted Assets</b>	<b>5,527,818,384</b>	<b>Total Liabilities, Capital and Surplus</b>	<b>5,527,818,384</b>

I, Andrew Robert Will, Vice President and Controller of XL Reinsurance America Inc. (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2013, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of New York. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at Seaview House, 70 Seaview Avenue, Stamford, CT 06902-0640.

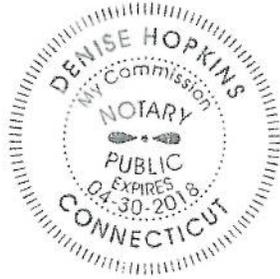
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Stamford, Connecticut.

\_\_\_\_\_  
 Vice President and Controller

State of Connecticut

County of Fairfield

The foregoing financial information was acknowledged before me this 24th of March, 2014 by Andrew Robert Will of XL Reinsurance America Inc. on behalf of the corporation.



Notary Public





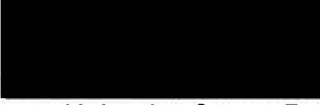
## **JOINT AND SEVERAL LIABILITY**

The Dragados USA, Inc. | Flatiron West, Inc. | Shimmick Construction Company, Inc.. Joint Venture (the "Joint Venture"), comprised of Dragados USA, Inc., a Delaware corporation ("Dragados USA"), Flatiron West, Inc., formed in Delaware ("Flatiron"), and Shimmick Constructon Co. Inc., formed in California (Shimmick), is submitting a Proposal in response to a Request for Proposals ("RFP") to Provide Design-Build Services (the "Work") for the California High-Speed Rail (the "Project") Construction Package 2-3 Design-Build RFP No.13-57 issued by the California High Speed Rail Authority (Authority). Dragados USA, Flatiron, and Shimmick have been pre-qualified to submit a proposal for the Work as a joint venture pursuant to the Request for p issued by the Authority on April 2, 2014 (the "RFP").

Pursuant to Volume 1A, Section 8.3.1 of the Instructions to Proposers (the "ITP") issued as part of the Volume I, Administrative Submittal for Inclusion in the RFP, each of Dragados USA, Inc., Flatiron West, Inc., and Shimmick Construction Co., Inc. accepts joint and several liability for the Proposer's obligations under its Proposal and any resulting contract. See attached signature pages.

**JOINT AND SEVERAL LIABILITY**

Dragados USA, Inc.

By 

Date: October 15, 2014

Name: Alejandro Canga Botteghelz  
Title: West Coast President

**JOINT AND SEVERAL LIABILITY**

Flatiron West, Inc.



By: \_\_\_\_\_

Name: Richard Grabinski

Title: Vice President

Date: October 9, 2014

**JOINT AND SEVERAL LIABILITY**

Shimmick Construction Company, Inc.



By:

Name: Jeffrey C Lessman

Title: Executive Vice President

Date: \_\_\_\_\_

*10/22/14*

*[Handwritten signature]*



# Joint Venture Agreement

---





















































































**Dragados USA, Inc.**

---

**CERTIFICATE OF INCORPORATION**

**OF**

**DRAGADOS USA, INC.**

**FIRST:** The name of the corporation is Dragados USA, Inc. (the "Corporation").

**SECOND:** The address, including street, number, city and county of the registered office of the Corporation in the State of Delaware is: 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle. The name of the registered agent of the Corporation in the State of Delaware is: Corporation Service Company.

**THIRD:** The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**FOURTH:** The total number of shares of stock which the Corporation shall have authority to issue is one hundred (100) shares of Common Stock, having par value \$.01 per share.

**FIFTH:** The name and mailing address of the sole incorporator is as follows:

Cynthia R. Smith  
Kelley Drye & Warren LLP  
101 Park Avenue  
New York, 10178

**SIXTH:** The Corporation is to have perpetual existence.

**SEVENTH:** The power to adopt, amend or repeal the Corporation's By-Laws is conferred upon the Board of Directors, but this shall not divest the stockholders of the power, nor limit their power, to adopt, amend or repeal the Corporation's By-Laws.

**EIGHTH:** The following provisions are inserted for purposes of the management of the business and conduct of the affairs of the Corporation and for creating, defining, limiting and regulating the powers of the Corporation and its directors and stockholders:

(a) The number of directors of the Corporation shall be fixed and may be altered from time to time in the manner provided in the By-Laws, and vacancies in the Board of Directors and newly created directorships resulting from any increase in the authorized number of directors may be filled, and directors may be removed, as provided in the By-Laws.

(b) Elections of directors need not be by ballot unless the By-Laws of the Corporation shall so provide, and the meetings of stockholders may be held within or without the State of Delaware, as the By-Laws may provide.

(c) All corporate powers and authority of the Corporation (except as at the time otherwise provided by law, by this Certificate of Incorporation or by the By-Laws) shall be vested in and exercised by the Board of Directors.

(d) The Board of Directors shall have the power without the assent or vote of the stockholders to adopt, amend, alter or repeal the By-Laws of the Corporation, except to the extent that the By-Laws or this Certificate of Incorporation otherwise provide.

**NINTH:** The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

**TENTH:** No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of such director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware or (iv) for any transaction from which a director derives an improper personal benefit. If the General Corporation Law of the State of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended. No repeal or modification of this Article TENTH shall adversely affect any right of or protection afforded to a director of the Corporation existing immediately prior to such repeal or modification.

**ELEVENTH:** The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said Section from and against any and all of the expenses, liabilities or other matters referred to in or covered by such Section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

**IN WITNESS WHEREOF,** I do execute this Certificate and affirm and acknowledge, that this Certificate is my act and deed and that the facts stated herein are true, this 2<sup>nd</sup> day of December, 2005.



Cynthia R. Smith  
Sole Incorporator

AMENDED AND RESTATED BYLAWS

OF

DRAGADOS USA, INC.

ARTICLE I

Offices

SECTION 1. Offices. The Corporation shall maintain its registered office in the State of Delaware at 2711 Centerville Road, Suite 400 in the City of Wilmington, County of New Castle and its resident agent at such address is Corporation Service Company. The Corporation may also have offices in such other places in the United States or elsewhere as the Board of Directors may, from time to time, appoint or as the business of the Corporation may require.

ARTICLE II

Stockholders

SECTION 1. Annual Meetings. Annual meetings of the stockholders of the Corporation for the election of Directors and for such other business as may be conducted at such meeting shall be held on such date, at such time and at such place within or without the State of Delaware as the Board of Directors shall determine by resolution and set forth in the notice of the meeting. In the event the Board of Directors fails to so determine the time, date and place for the annual meeting, it shall be held at the principal office of the Corporation at 10 a.m. on the 24<sup>th</sup> day in May of each year, unless such date falls on a weekend, in which case the annual meeting shall take place the next business day following such weekend.

SECTION 2. Special Meetings. Special meetings of the stockholders of the Corporation for any purpose may be called by resolution of the Board of Directors, by the Chairman of the Board, if one is elected, by the President – East Division or by the President – West Division, and shall be called by the Chairman of the Board, if one is elected, the the President – East Division, the President – West Division or the Secretary upon the written request of at least twenty-five percent in interest of the stockholders entitled to vote at such meeting. Notice of each special meeting shall be given in accordance with Section 3 of this Article II.

SECTION 3. Notice of Meetings. Written notice of each meeting of the stockholders of the Corporation shall be given not less than ten (10) nor more than sixty (60) days before the date of any such meeting to each stockholder of record entitled to vote thereat and shall be mailed to or delivered personally to each stockholder at his address as it appears on the records of the Corporation. The notice shall state the place, date and time of the meeting and,

in the case of a special meeting, the purposes for which the meeting is called. Except where prohibited by law, the Certificate of Incorporation or these Bylaws, business not set forth in the notice of meeting may also be transacted at such meeting, provided only that such business properly comes before the meeting.

SECTION 4. Quorum. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, the presence, in person or by proxy, at any meeting of the stockholders, of the holders of a majority of the outstanding shares of stock of the Corporation entitled to vote thereat shall constitute a quorum thereof.

SECTION 5. Adjourned Meetings. Whether or not a quorum shall be present at any meeting of the stockholders, a majority of the stockholders of the Corporation entitled to vote at such meeting, present in person or by proxy, may adjourn the meeting to another time, place and date without notice other than by announcement at the meeting so adjourned. Any business may be transacted at any adjourned meeting that could have been transacted at the meeting originally noticed, but only those stockholders entitled to vote at the meeting originally noticed shall be entitled to vote at any adjourned meeting. If the adjournment is for more than thirty (30) days from the date of the meeting originally noticed, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting.

SECTION 6. Organization. The Chairman of the Board, if one is elected, or, in his absence or the vacancy of such office, either the President – East Division or the President – West Division (depending on which President has seniority with the Corporation) of the Corporation shall preside at all meetings of the stockholders. In the absence of the Chairman of the Board, the President – East Division and the President – West Division, the holders of a majority of the shares of the Corporation, present in person or by proxy, entitled to vote thereat shall elect a Chairman.

The Secretary of the Corporation shall act as Secretary of all meetings of the stockholders, and in his absence, the Chairman of the Board, if one is elected, or, in his absence, either the President – East Division or the President – West Division (depending on which President has seniority with the Corporation) may appoint a person to act as Secretary of such meeting.

A complete list of stockholders entitled to vote at any meeting of the stockholders, arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting either at a place within the city where the meeting is to be held, which shall be specified in the notice of the meeting, or if not so specified, of the place where the meeting is to be held. The list shall also be produced and kept at the meeting and may be inspected by any stockholder who is present.

SECTION 7. Voting. Each stockholder shall be entitled to one vote, in person or by proxy, for each share of the capital stock of the Corporation registered in his name. Upon the demand of any stockholder entitled to vote at any meeting, the vote upon any matter before such

meeting shall be by written ballot. Directors shall be elected by a plurality of the vote. All other matters shall be authorized by majority vote unless otherwise required by these Bylaws, the Certificate of Incorporation or by law.

SECTION 8. Inspectors. The Chairman presiding at any meeting of stockholders shall have the power, in his discretion, to appoint one or more persons to act as Inspectors, to receive, canvass and report the votes cast by stockholders at such meeting, but no candidate for the office of director shall be appointed as inspector at any meeting for the election of directors. If any person so appointed fails to appear or act, the vacancy may be filled by appointment in like manner.

SECTION 9. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken or which may be taken at any annual or special meeting of the stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of corporate action taken without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

### ARTICLE III

#### Board of Directors

SECTION 1. Powers. The property, business and affairs of the Corporation shall be managed and controlled by its Board of Directors. The Board shall exercise all of the powers of the Corporation except such as are by law, the Certificate of Incorporation or these Bylaws conferred upon or reserved to the stockholders.

SECTION 2. Number and Term of Office. The number of directors constituting the entire Board of Directors shall be two. The initial Board of Directors shall be designated in the incorporator's statement of organization and shall serve until the first annual meeting of stockholders and until their successors shall be elected and qualified or until their earlier resignation or removal.

SECTION 3. Resignations. Any director or member of a committee of the Board may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, and if no time is specified, at the time of its receipt by the Chairman of the Board, if one is elected, the President – East Division, the President – West Division or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 4. Removal. Any director or the entire Board of Directors may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of all of the shares of stock outstanding and entitled to vote for the election of directors at any annual or special meeting of stockholders called for that purpose. Vacancies thus created may be filled at the meeting held for the purpose of removal by the affirmative vote of a majority

of the stockholders entitled to vote for directors, or if not so filled, by the directors as provided in Section 5 of this Article III.

SECTION 5. Vacancies and Newly Created Directorships. Vacancies in the office of any directors or member of a committee of the Board of Directors and newly created directorships may be filled by a majority vote of the remaining directors in office. Any director so chosen shall hold office for the unexpired term of his predecessor and until his successor shall be elected and qualify or until his earlier resignation or removal. However, the directors may not fill the vacancy created by removal of a director by electing the director so removed.

SECTION 6. Place of Meeting. The Board of Directors may hold its meetings at such places and times as the Board of Directors from time to time shall determine.

SECTION 7. Regular Meetings. No notice shall be required for any regular meeting of the Board of Directors; however, if the time or place of any regular meeting shall be changed, notice shall be given to each Director at least two days before the meeting.

SECTION 8. Special Meetings. Special meetings of the Board of Directors shall be called by the Chairman of the Board, if one is elected, the President – East Division, the President – West Division, or by the Secretary on the written request of any two directors and shall be held at such place as may be determined by the directors or as shall be stated in the notice of the meeting. Notice of such meetings shall be sent to each director at least two (2) days prior to the day of such meeting.

SECTION 9. Quorum, Voting and Adjournment. A majority of the entire Board of Directors or of any committee of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors or committee thereof. The vote of the majority of the directors present at any meeting of the Board of Directors or committee at which a quorum is present shall be the act of the Board of Directors or committee. If at any meeting of the Board or committee there is less than a quorum present, a majority of those present may adjourn the meeting from time to time.

SECTION 10. Organization. The Chairman of the Board, if one is elected, or, in his absence or the vacancy of such office, either the President – East Division or the President – West Division (depending on which President has seniority with the Corporation) shall preside at all meetings of the Board of Directors. In the absence of the Chairman of the Board, the President – East Division, and the President – West Division, a Chairman shall be elected by the Directors present. The Secretary of the Corporation shall act as Secretary of all meetings of the Directors. In the absence of the Secretary, the Chairman may appoint any person to act as Secretary of the meeting.

SECTION 11. Committees. The Board of Directors may, by resolution passed by a majority of the Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, to replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or

not they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent specified by resolution of the Board, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and the affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority to amend the Certificate of Incorporation, adopt an agreement of merger or consolidation, recommend to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommend to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amend these Bylaws; and unless otherwise expressly provided, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

SECTION 12. Conference Telephone Meetings. Unless otherwise restricted by the Certificate of Incorporation or by these Bylaws, the members of the Board of Directors or any committee thereof, may participate in a meeting of the Board or committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

SECTION 13. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing.

SECTION 14. Compensation. Directors shall be entitled to receive and be paid for their services such compensation as the Board of Directors may determine. Any director may serve the Corporation in any other capacity as an officer, agent or otherwise, and receive compensation therefor.

## ARTICLE IV

### Officers

SECTION 1. Officers. The officers of the Corporation shall be a President - East Division, a President - West Division and a Secretary, each of whom shall be elected by the Board of Directors. In addition, the Board of Directors may elect a Chairman of the Board, a Chief Financial Officer, one or more Executive Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers and any other officer that the Board of Directors may deem desirable or necessary. The officers shall be elected after each annual meeting of the stockholders. All officers shall hold office at the pleasure of the Board of Directors. Officers may, but need not, be Directors. Any number of offices may be held by the same person. In addition to the powers and duties of the officers of the Corporation as set forth in these Bylaws, the officers shall have such authority and shall perform such duties as from time to time may be determined by the Board of Directors, or as otherwise provided in these Bylaws.

SECTION 2. Resignation and Removal. All officers, agents and employees shall be subject to removal, for or without cause, at any time by the Board of Directors. The removal of an officer without cause shall be without prejudice to his contractual rights, if any. Any officer of the Corporation may resign at any time in the same manner prescribed for the resignation of directors of the Corporation as set forth in Section 3 of Article III of these Bylaws.

SECTION 3. Vacancies. Any vacancy caused by the death, resignation or removal of any officer may be filled by the Board of Directors.

SECTION 4. Powers and Duties of the Chairman of the Board. The Chairman of the Board, if one is elected, must be a director of the Corporation and shall be the Chief Executive Officer of the Corporation. Subject to the control of the Board of Directors, the Chairman of the Board shall have general charge and control of all its business and affairs and shall perform all duties incident to the office of Chairman of the Board. He shall preside at all meetings of the stockholders and the Board of Directors and shall have such other powers and perform such other duties as may from time to time be assigned to him by these Bylaws or by the Board of Directors.

SECTION 5. Powers and Duties of the President - East Division and the President -West Division. In the absence, disability or refusal of the Chairman of the Board to act, or the vacancy of such office, either the President – East Division or the President – West Division (depending on which President has seniority with the Corporation) of the Corporation shall be the Chief Executive Officer of the Corporation. The Corporation shall designate a President - East Division and a President -West Division, each of whom is subject to the control of the Board of Directors. The President - East Division shall have general charge and control over the operations of the East Division of the Corporation and shall perform all duties incident to the office of President – East Division. The President - West Division shall have general charge and control over the operations of the West Division of the Corporation and shall perform all duties incident to the office of President – West Division. Except as otherwise specifically provided in these Bylaws, such officers shall perform only those duties specifically stated in resolutions adopted by the Board of Directors of the Corporation or those duties as may from time to time be assigned by the Chairman of the Board and only for the division of the Corporation for which he or she is responsible.

SECTION 6. Powers and Duties of the Executive Vice Presidents. Each Executive Vice President, if any is elected, (of whom one or more may be designated Senior Vice President) shall have such powers and perform such duties as may from time to time be assigned to him by the Board of Directors, the Chairman of the Board, if one is elected, the President – East Division or the President – West Division.

SECTION 7. Powers and Duties of the Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the stockholders in books provided for that purpose; he shall cause all notices of the Corporation to be given; he shall have custody of the corporate seal of the Corporation and shall affix the same to such documents and other papers as the Board of Directors, the President – East Division, or the President – West Division shall authorize and direct; he shall have charge of the stock certificate books, transfer books and stock ledgers and such other books and papers as the Board of Directors, the President – East Division,

or the President – West Division shall direct. He shall perform all duties incident to the office of Secretary and shall also have such other powers and shall perform such other duties as may from time to time be assigned to him by these Bylaws or the Board of Directors, the Chairman of the Board, if one is elected, the President – East Division or the President – West Division.

SECTION 8. Powers and Duties of the Treasurer. The Treasurer, if any is elected, shall have custody of all funds, securities, evidences of indebtedness and other valuables of the Corporation and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. He shall deposit all moneys and other valuables to the credit of the Corporation in such depositories as the Board of Directors may designate. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, the President – East Division, or the President – West Division and shall render to the President – East Division, the President – West Division and Board of Directors upon their request, a report of the financial condition of the Corporation. The Treasurer shall perform all duties incident to the office of Treasurer and shall also have such other powers and shall perform such other duties as may from time to time be assigned to him by these Bylaws or the Board of Directors, the Chairman of the Board, if one is elected, the President – East Division or the President – West Division.

SECTION 9. Powers and Duties of the Chief Financial Officer. The Chief Financial Officer, if any is elected, shall have custody of all funds, securities, evidences of indebtedness and other valuables of the Corporation and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. He shall deposit all moneys and other valuables to the credit of the Corporation in such depositories as the Board of Directors may designate. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, the President – East Division or the President – West Division and shall render to the President – East Division, the President – West Division and Board of Directors upon their request, a report of the financial condition of the Corporation. The Chief Financial Officer shall perform all duties incident to the office of Chief Financial Officer and shall also have such other powers and shall perform such other duties as may from time to time be assigned to him by these Bylaws or Board of Directors, the Chairman of the Board, if one is elected, the President – East Division or the President – West Division.

SECTION 10. Additional Officers. The Board of Directors may elect such other officers including Senior Vice Presidents, Vice Presidents, a Controller, Assistant Treasurers, Assistant Secretaries and Assistant Controllers, as they deem advisable and such officers shall have such authority and shall perform such duties as may from time to time be assigned to them by these Bylaws or Board of Directors, the Chairman of the Board, if one is elected, the President – East Division, or the President – West Division.

SECTION 11. Giving of Bond by Officers. All officers of the Corporation, if required to do so by the Board of Directors, shall furnish bonds to the Corporation for the faithful performance of their duties, in such penalties and with such conditions and security as the Board shall require.

SECTION 12. Ownership of Stock of Another Corporation. The Chairman of the Board, if one is elected, the President – East Division, the President – West Division or the Chief

Financial Officer or such other officer as shall be authorized by the Board of Directors shall have power and authority on behalf of the Corporation to attend and to vote at any meetings of stockholders of any corporation in which the Corporation may hold stock, and shall possess and may exercise any and all of the rights, powers and privileges incident to the ownership of such stock at any such meetings; and shall have power and authority to execute and deliver proxies and consents on behalf of this Corporation in connection with the exercise by this Corporation of the rights and powers incident to the ownership of such stock.

SECTION 13. Compensation of Officers. The officers of the Corporation shall be entitled to receive such compensation for their services as shall from time to time be determined by the Board of Directors.

SECTION 14. Contracts and Other Documents. The President – East Division, the President – West Division and the Chief Financial Officer, and such other officer or officers as may from time to time be authorized by the Board of Directors shall, to the extent provided in resolutions adopted by the Board of Directors, have power to sign and execute on behalf of the Corporation deeds, conveyances and contracts, and any and all other documents requiring execution by the Corporation.

SECTION 15. Delegation of Duties. The Board of Directors may delegate to another officer the powers or duties of any officer, in case of such officer's absence, disability or refusal to exercise such powers or perform such duties.

## ARTICLE V

### Stock-Seal-Fiscal Year

SECTION 1. Certificates for Shares of Stock. The shares of the Corporation shall be represented by certificates, which shall be numbered and shall be in such form as the Board of Directors may, from time to time prescribe; provided, that the Board of Directors may provide by resolution that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the Corporation by the Chairman of the Board, if one is elected, or the President – East Division or the President – West Division and by the Chief Financial Officer, or the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be by facsimile. The Board of Directors shall have power to appoint one or more transfer agents or registrars for the transfer or registration of certificates of stock of any class, and may require that stock certificates shall be countersigned by one or more such transfer agents or registrars. If any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue. The name of the person owning

the shares represented thereby with the number of such shares and the date of issue thereof shall be entered on the books of the Corporation.

Except as hereinafter provided, all certificates surrendered to the Corporation for transfer shall be canceled, and no new certificates shall be issued until former certificates for the same number of shares have been surrendered.

SECTION 2. Lost, Stolen or Destroyed Certificates. A new certificate for shares of stock may be issued in the place of any certificate previously issued by the Corporation, alleged to have been lost, stolen, destroyed or mutilated. The Board of Directors may, in their discretion, require the owner of the lost, stolen, destroyed or mutilated certificate to give to the Corporation an affidavit, setting forth, to the best of his knowledge and belief, the time, place and circumstances of the loss, theft, destruction or mutilation, and a bond or other indemnification in such sums as the Board of Directors may direct to indemnify the Corporation against any claim that may be made against it with respect to the alleged loss, theft, destruction or mutilation of any such certificate or the issuance of a new certificate.

SECTION 3. Transfer of Shares. Shares of stock of the Corporation shall be transferred on the books of the Corporation by the holder thereof, in person or by his duly authorized attorney or legal representative, upon surrender and cancellation of certificates for the number of shares of stock to be transferred, except as provided in the preceding section.

SECTION 4. Regulations. The Board of Directors shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

SECTION 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action.

If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed; and the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 6. Dividends. Subject to the provisions of the Certificate of Incorporation, the Board of Directors shall have power to declare and pay dividends upon shares of stock of the Corporation out of funds legally available therefor.

Subject to the provisions of the Certificate of Incorporation, dividends declared upon the stock of the Corporation shall be payable on such date or dates as the Board of Directors shall determine.

SECTION 7. Corporate Seal. The seal of the Corporation shall be circular in form and shall bear the name of the Corporation around the circumference and the State and year of incorporation.

SECTION 8. Fiscal Year. The fiscal year of the Corporation shall commence on January 1<sup>st</sup> of each year and shall end on December 31<sup>st</sup> of such year, or shall be such other twelve consecutive month period as the Board of Directors, from time to time, by resolution shall determine.

## ARTICLE VI

### Miscellaneous Provisions

SECTION 1. Notice. Whenever any written notice is required to be given by law, the Certificate of Incorporation of the Corporation or these Bylaws, such notice, if mailed, shall be deemed to be sufficiently given if it is written or printed and deposited in the United States mail, postage prepaid, addressed to the person entitled to such notice at his address as it appears on the books and records of the Corporation. Such notice may also be given personally or by telegram, facsimile, telex or cable. The mailing of such notice, personal delivery or posting of such telegram, facsimile, telex or cable, as the case may be, shall constitute due notice, which shall be deemed to have been given on the day of such mailing, personal delivery or posting.

SECTION 2. Waivers of Notice. Whenever any notice is required to be given by law, the Certificate of Incorporation or these Bylaws, a written waiver of notice, signed by the person entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting unless the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders, directors, or members of a committee of the Board need be specified in any written waiver of notice.

SECTION 3. Indemnification of Directors, Officers and Employees. The Corporation shall indemnify, to the fullest extent permitted by law, members of the Board and its officers, employees, agents and any and all persons whom it shall have power to indemnify against any and all expenses, liabilities or other matters.

ARTICLE VII

These Bylaws may be altered, amended or repealed, or new Bylaws may be adopted, by the Board of Directors at any regular or special meeting by the affirmative vote of a majority of the Board. Bylaws adopted by the Board of Directors may be altered, amended or repealed by the stockholders of the Corporation.

CERTIFIED that the foregoing is a full, true, and correct copy of the Amended and Restated Bylaws of Dragados USA, Inc., a Delaware corporation, as in effect on the date hereof.

Dated: June 30, 2011



 Secretary

(SEAL)

**Flatiron West, Inc.**

---

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "FCI CONSTRUCTORS, INC.", CHANGING ITS NAME FROM "FCI CONSTRUCTORS, INC." TO "FLATIRON WEST, INC.", FILED IN THIS OFFICE ON THE TWELFTH DAY OF NOVEMBER, A.D. 2008, AT 4:24 O'CLOCK P.M.

3086619 8100

100367877



You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Jeffrey W. Bullock, Secretary of State  
**AUTHENTICATION: 7922539**

**DATE: 04-09-10**

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:24 PM 11/12/2008  
FILED 04:24 PM 11/12/2008  
SRV 081112345 - 3086619 FILE

CERTIFICATE OF AMENDMENT  
TO THE  
CERTIFICATE OF INCORPORATION  
OF  
FCI CONSTRUCTORS, INC.

FCI CONSTRUCTORS, INC., a corporation incorporated under the laws of the State of Delaware (the "Corporation"), hereby files with the Secretary of State of the State of Delaware this Certificate of Amendment (the "Certificate of Amendment") to its certificate of incorporation (the "Certificate of Incorporation"), and, in connection therewith, hereby certifies as follows:

1. The Corporation was originally incorporated in Delaware and the original date of filing of the Certificate of Incorporation with the Secretary of State of the State of Delaware was August 24, 1999.

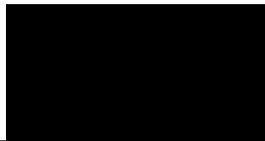
2. The Certificate of Incorporation is hereby amended by striking out Article 1 thereof and by substituting in lieu of said Article the following new Article:

"The name of the Corporation is Flatiron West, Inc."

3. The Certificate of Amendment was duly recommended by the Board of Directors and approved by the stockholders of the Corporation in accordance with Sections 141, 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused the Certificate of Amendment to be signed by Paul R. Driscoll, its Secretary, on November 10, 2008.

FCI CONSTRUCTORS, INC.

BY:   
Name: Paul R. Driscoll  
Title: Secretary

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "FCI CONSTRUCTORS, INC.", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF AUGUST, A.D. 1999, AT 4:30 O'CLOCK P.M.



[REDACTED]  
Harriet Smith Windsor, Secretary of State

3086619 8100

AUTHENTICATION: 2480227

030402033

DATE: 06-18-03

**CERTIFICATE OF INCORPORATION  
OF  
FCI CONSTRUCTORS, INC.**

**ARTICLE 1**

The name of the corporation is FCI Constructors, Inc.

**ARTICLE 2**

The address of the corporation's registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

**ARTICLE 3**

The purposes for which the corporation is organized are to engage in any business and in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law and to possess and employ all powers and privileges now or hereafter granted or available under the laws of the State of Delaware to such corporations.

**ARTICLE 4**

(a) **Authorized Shares.** The aggregate number of shares which the corporation has authority to issue is 1,000. The authorized shares consist of 1,000 shares of common stock, no par value per share, such class being designated "common stock."

(b) **Common Stock.** The common stock shall have unlimited voting rights. The common stock shall be entitled to receive the net assets of the corporation upon dissolution. The affirmative vote of a majority of all outstanding shares of the corporation's common stock shall be required for the stockholders to act.

**ARTICLE 5**

The name and mailing address of the incorporator are:

Joan Blaik, Esq.  
633 17th Street, Suite 3000  
Denver, Colorado 80202

**ARTICLE 6**

The powers of the incorporator shall terminate upon the filing of this certificate of incorporation in the office of the Secretary of State of the State of Delaware. The names and mailing addresses of the persons who are to serve as the directors of the corporation until their successors are elected and qualified or their earlier resignation or removal is:

<u>Name</u>	<u>Mailing Address</u>
Scott S. Lynn	P.O. Box 2239, Longmont, CO 80502-2239
Paul R. Driscoll	P.O. Box 2239, Longmont, CO 80502-2239

The number of directors of the corporation shall be fixed from time to time in the manner provided in the bylaws and may be increased or decreased from time to time in the manner provided in the bylaws. Election of directors need not be by written ballot except and to the extent provided in the bylaws of the corporation.

The affirmative vote of a majority of all directors constituting the board of directors shall be required for the board of directors to act.

**ARTICLE 7**

The board of directors of the corporation is expressly authorized to make, alter or repeal the bylaws of the corporation, but such authorization shall not divest the stockholders of the power, nor limit their power, to adopt, amend or repeal bylaws.

**ARTICLE 8**

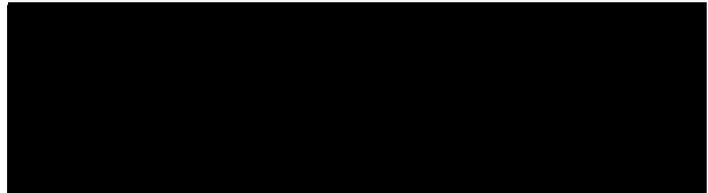
No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except as to liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for violations of Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware General Corporation Law hereafter is amended to eliminate or limit further the liability of a director, then, in addition to the elimination and limitation of liability provided by the preceding sentence, the liability of each director shall be eliminated or limited to the fullest extent provided

or permitted by the amended Delaware General Corporation Law. Any repeal or modification of this Article 8 shall not adversely affect any right or protection of a director under this Article 8 as in effect immediately prior to such repeal or modification with respect to any liability that would have accrued, but for this Article 8, prior to such repeal or modification.

#### ARTICLE 9

The corporation shall have authority, to the fullest extent now or hereafter permitted by the Delaware General Corporation Law, or by any other applicable law, to enter into any contract or transaction with one or more of its directors or officers, or with any corporation, partnership, joint venture, trust, association or other entity in which one or more of its directors or officers are directors or officers or have a financial interest, notwithstanding such relationships and notwithstanding the fact that the director or officer is present at or participates in the meeting of the board of directors or committee thereof which authorizes the contract or transaction.

Executed August 2, 1999.



**FCI CONSTRUCTORS, INC.  
AMENDED AND RESTATED**

**BYLAWS**

**ARTICLE I**

**STOCKHOLDERS**

**Section 1.1 Annual Meetings.**

The annual meeting of the stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held on such date as the board of directors shall fix each year. Each such annual meeting shall be held at such date, time, and place, within or without the State of Delaware, as shall be determined by the board of directors. Any annual meeting of stockholders may be adjourned from time to time and place to place until its business is completed.

**Section 1.2 Special Meetings.**

Except as otherwise required by law or by the certificate of incorporation and subject to the rights of the holders of any class or series of stock having a preference over the common stock as to dividends or on liquidation, special meetings of the stockholders may be called only by the chairman of the board, the president, the chief executive officer, or by the board of directors pursuant to a resolution approved by a majority of the entire board of directors. The term "entire board of directors," as used in these bylaws, means the total number of directors, which the Corporation would have if there were no vacancies. A special meeting of stockholders shall be called by the president or the chief executive officer upon the written request, stating date, time, place and purpose(s) of the meeting, of stockholders who together own of record not less than 5% of the voting power of the outstanding stock of all classes entitled to vote at such meeting.

**Section 1.3 Stockholder Action; How Taken.**

Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any annual meeting or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Any such consent may be in counterparts and shall be effective on the date of the last signature thereon unless otherwise provided therein. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

**Section 1.4 Notice of Meeting.**

Written notice stating the place, date and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than 10 nor more than 60 days before the date of the meeting, either personally or by mail, prepaid telegram, telex, or facsimile transmission to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to the stockholder at his address as it appears on the stock records of the Corporation. If given personally or otherwise than by mail, such notice shall be deemed to be given when either handed to the stockholder or delivered to the stockholder's address as it appears on the stock records of the Corporation or confirmed as received at the stockholders known facsimile number.

**Section 1.5 Waiver.**

Attendance of a stockholder of the Corporation, either in person or by proxy, at any meeting, whether annual or special, shall constitute a waiver of notice of such meeting, except where a stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. A written waiver of notice of any such meeting signed by a stockholder or stockholders entitled to such notice, whether before, at or after the time for notice or the time of the meeting, shall be equivalent to notice. Neither the business to be transacted at, nor the purposes of, any meeting need be specified in any written waiver of notice.

**Section 1.6 Voting List.**

The secretary shall make available, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order and showing the address and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or at the Corporation's principal administrative office.

**Section 1.7 Quorum; Adjournment.**

The holders of not less than a majority of the shares entitled to vote at any meeting of the stockholders, present in person or by proxy, shall constitute a quorum, and the act of the majority of the shares entitled to vote at such meeting shall be deemed the act of the stockholders. If a quorum shall fail to attend any meeting, the chairman of the meeting may adjourn the meeting from time to time, without further notice if the time and place of the adjourned meeting are announced at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than 30 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

**Section 1.8 Record Date.**

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting, or at any adjournment of a meeting, of stockholders or entitled to express consent to corporate action in writing without a meeting or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors. The record date for determining the stockholders entitled to notice of or to vote at any meeting of the stockholders or any adjournments thereof shall not be more than 60 nor less than 10 days before the date of such meeting. The record date for determining the stockholders entitled to consent to corporate action in writing without a meeting shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the board of directors. The record date for any other action shall not be more than 60 days prior to such action. If no record date is fixed, (i) the record date for determining stockholders entitled to notice of or to vote at any meeting shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived by all stockholders, at the close of business on the day next preceding the day on which the meeting is held; (ii) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the board of directors is required, shall be the first date on which a signed written consent setting forth the action taken or to be taken is delivered to the Corporation and, when prior action by the board of directors is required, shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action; and (iii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating to such other purpose. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

**Section 1.9 Procedure.**

The order of business and all other matters of procedure at every meeting of the stockholders may be determined by the presiding officer.

**ARTICLE II**

**DIRECTORS**

**Section 2.1 Number, Election and Terms.**

(a) The number of directors of the corporation shall be fixed from time to time by the board of directors. A director shall be a natural person who is eighteen years of age or older. A director need not be a resident of Delaware or a shareholder of the corporation.

(b) Directors shall be elected at each annual meeting of shareholders. Each director shall hold office until the next annual meeting of shareholders following his election and thereafter until his successor shall have been elected and qualified. Directors may be removed in the manner provided by the Delaware General Corporation Law.

**Section 2.2 Newly Created Directorships and Vacancies.**

Except as otherwise fixed pursuant to the provisions of the certificate of incorporation, newly created directorships resulting from any increase in the number of directors and any vacancies on the board of directors resulting from death, resignation, disqualification, removal or other cause shall be filled by the remaining members of the board of directors.

**Section 2.3 Regular Meetings.**

The first meeting of the new board of directors elected at the annual meeting of stockholders shall be held immediately after, and at the same place as, the annual meeting of the stockholders, provided a quorum is present, and no notice of such meeting shall be necessary in order to legally constitute the meeting. Regular meetings of the board of directors shall be held at such times and places as the board of directors may from time to time determine.

**Section 2.4 Special Meetings.**

Special meetings of the board of directors may be called at any time, at any place and for any purpose by the chairman of the board, any member of the board, the president, the chief executive officer, or the chief operating officer.

**Section 2.5 Notice of Meetings.**

Notice of regular meetings of the board of directors need not be given. Notice of every special meeting of the board of directors shall be given to each director at his usual place of business or at such other address as shall have been furnished by him for such purpose. Such notice shall be properly and timely given if it is (a) deposited in the United States mail not later than 7 calendar days preceding the date of the meeting, or (b) personally delivered, telegraphed, sent by facsimile transmission or communicated by telephone at least 24 hours before the time of the meeting. Unless required by law, such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting.

**Section 2.6 Waiver.**

Attendance of a director at a meeting of the board of directors shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. A written waiver of notice signed by a director or directors entitled to such notice, whether before, at or after the time for notice or the time of the meeting, shall be equivalent to the giving of such notice.

**Section 2.7 Quorum.**

The presence of a majority of the entire board of directors shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the board of directors, and the act of a majority of the directors present at a meeting at which a quorum is present shall be deemed the act of the board of directors.

**Section 2.8 Chairman of the Board.**

A chairman of the board may be appointed by the board of directors and, if appointed, he shall preside at all meetings of the stockholders and directors at which he may be present. The board of directors may delegate such other authority and assign such additional duties to the chairman of the board as it may from time to time determine. The chairman of the board shall hold his position at the pleasure of the board of directors and may be removed at any time by the board of directors with or without cause.

**Section 2.9 Participation in Meetings By Telephone.**

Members of the board of directors, or of any committee thereof, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

**Section 2.10 Powers.**

The business, property and affairs of the Corporation shall be managed by or under the direction of its board of directors, which shall have and may exercise all the powers of the Corporation to do all such lawful acts.

**Section 2.11 Compensation of Directors.**

Directors shall receive such compensation for their services as shall be determined by a majority of the entire board of directors.

**Section 2.12 Action Without a Meeting.**

Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the board of directors or any committee thereof may be taken without a meeting if written consent thereto is signed by all members of the board of directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee. Any such consent may be in counterparts and shall be effective on the date of the last signature thereon unless otherwise provided therein.

## ARTICLE III

### COMMITTEES

#### **Section 3.1 Designation of Committees.**

The board of directors may establish committees for the performance of delegated or designated functions, each committee to consist of one or more directors of the Corporation, and may also include non-directors appointed by the board of directors. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of such absent or disqualified member.

#### **Section 3.2 Committee Powers and Authority.**

The board of directors may provide, by resolution or by amendment to these bylaws, that a committee may exercise all the power and authority of the board of directors in the management of the business and affairs of the Corporation; provided, however, that a committee may not exercise the power or authority of the board of directors in reference to amending the certificate of incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the board of directors, pursuant to the certificate of incorporation, fix the designations and any of the preferences or rights of shares of preferred stock relating to dividends, redemption, dissolution, any distribution of property or assets of the Corporation, or the conversion into, or the exchange of shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series), adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders the dissolution of the Corporation or a revocation of a dissolution, declaring a dividend, redeeming or acquiring any of the Corporation's stock or amending these bylaws; and, unless the resolution expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

#### **Section 3.3 Committee Procedures.**

To the extent the board of directors or the committee does not establish other procedures for the committee, each committee shall be governed by the procedures established in Article II (except that a committee need not have annual meetings).

## ARTICLE IV

### OFFICERS

#### **Section 4.1 Number.**

The officers of the Corporation shall be appointed or elected by vote of the board of directors. The officers shall be a president, a chief executive officer, such number of vice presidents as the board of directors may from time to time determine, a secretary, and a treasurer. Any person may hold two or more offices at the same time.

#### **Section 4.2 Additional Officers.**

The board of directors may appoint such other officers, including, without limitation, a chief operating officer, a chief financial officer, officers of divisions of the Corporation, assistant secretaries and assistant treasurers, and officers with such other titles as it shall deem appropriate. Such other officers shall have such power and authority as determined by the board.

#### **Section 4.3 Term of Office, Resignation.**

All officers, agents and employees of the Corporation shall hold their respective offices or positions at the pleasure of the board of directors and may be removed at any time by the board of directors with or without cause. Except as otherwise provided in any officer's or employee's employment contract, any officer may resign at any time by giving written notice of his resignation to the president, chief executive officer, chief operating officer or to the secretary, and acceptance of such resignation shall not be necessary to make it effective unless the notice so provides. Any vacancy occurring in any office shall be filled by vote of the board of directors.

#### **Section 4.4 Duties.**

The officers of the Corporation shall perform the duties and exercise the powers assigned to them from time to time by the board of directors, the president, the chief executive officer, or the chief operating officer. In the absence of such assignment, the officers shall have the duties and powers described in this Article IV.

#### **Section 4.5 Chief Executive Officer.**

The chief executive officer shall, subject to the direction and control of the board of directors, manage the business of the Corporation. The chief executive officer may execute contracts, deeds and other instruments on behalf of the Corporation. In the absence of the chairman of the board or in the event of his disability, inability or refusal to act, the chief executive officer shall perform the duties and exercise the power of the chairman of the board. The chief executive officer shall have full authority on behalf of the Corporation to attend any meeting, give any waiver, cast any vote, grant any discretionary or directed proxy to any person, and exercise any other rights of ownership with respect to any shares of capital stock or other

securities held by the Corporation and issued by any other corporation or with respect to any partnership, trust or similar interest held by the Corporation.

**Section 4.6 President.**

The president shall, subject to the direction and control of the board of directors and the chief executive officer, manage the business of the Corporation. The president may execute contracts, deeds and other instruments on behalf of the Corporation. In the absence of the chairman of the board and the chief executive officer or in the event of their disability, inability or refusal to act, the president shall perform the duties and exercise the power of the chairman of the board and chief executive officer. The president shall have full authority on behalf of the Corporation to attend any meeting, give any waiver, cast any vote, grant any discretionary or directed proxy to any person, and exercise any other rights of ownership with respect to any shares of capital stock or other securities held by the Corporation and issued by any other corporation or with respect to any partnership, trust or similar interest held by the Corporation.

**Section 4.7 Chief Operating Officer.**

The chief operating officer, if any, of the Corporation shall be subject to the direction and control of the president, the chief executive officer, and the board of directors, and in the absence of the president or the chief executive officer shall manage the business of the Corporation. The chief operating officer may execute contracts, deeds and other instruments on behalf of the Corporation. In the absence of the president or the chief executive officer or in the event of their disability, inability or refusal to act, the chief operating officer shall perform the duties and exercise the power of the president or the chief executive officer. In the absence of the president or the chief executive officer, the chief operating officer shall have full authority on behalf of the Corporation to attend any meeting, give any waiver, cast any vote, grant any discretionary or directed proxy to any person, and exercise any other rights of ownership with respect to any shares of capital stock or other securities held by the Corporation and issued by any other corporation or with respect to any partnership, trust or similar interest held by the Corporation.

**Section 4.8 Chief Financial Officer.**

The chief financial officer, if any, shall be responsible for the control of the financial records and funds of the Corporation and the custody of all securities owned by the Corporation. The chief financial officer shall perform such other duties as the board, the chairman of the board, the president, the chief executive officer or, in the absence of the president or the chief executive officer, the chief operating officer may from time to time prescribe or delegate to him.

**Section 4.9 Vice President.**

Each vice president, if any, shall perform such functions as may be prescribed by the board of directors, the president, the chief executive officer or the chief operating officer.

Each vice president may execute contracts, deeds and other instruments on behalf of the Corporation. Upon the death, disability or absence of the president, the chief executive officer and the chief operating officer, the vice president (or if more than one holds office, the vice president among those present who has held such office for the longest continuous period, unless another method of selection has been established by resolution of the board of directors) shall perform the duties and exercise the powers of the president, the chief executive officer, and the chief operating officer. Each vice president shall perform such other duties as the board, the chairman of the board, the president, the chief executive officer, or the chief operating officer may from time to time prescribe or delegate to him.

**Section 4.10 Secretary.**

The secretary shall give, or cause to be given, notice of all meetings of the stockholders and, upon the request of a person entitled to call a special meeting of the board of directors, he shall give notice of any such special meeting. He shall keep the minutes of all meetings of the stockholders, the board of directors, or any committee established by the board of directors. The secretary shall be responsible for the maintenance of non-financial records of the Corporation and may attest documents on behalf of the Corporation. The secretary shall perform such other duties as the board, the chairman of the board, the president, the chief executive officer or the chief operating officer may from time to time prescribe or delegate to him. Each assistant secretary shall have all power and authority of the secretary unless otherwise determined by the board.

**Section 4.11 Treasurer.**

In the absence of the chief financial officer, the treasurer shall be responsible for the control of the financial records and the funds of the Corporation and the custody of all securities owned by the Corporation. The treasurer shall perform such other duties as the board, the chairman of the board, the president, the chief executive officer, the chief operating officer or the chief financial officer may from time to time prescribe or delegate to him. Each assistant treasurer shall have all power and authority of the treasurer unless otherwise determined by the board.

**Section 4.12 Compensation.**

Officers shall receive such compensation, if any, for their services as may be authorized or ratified by the board of directors. Election or appointment as an officer shall not of itself create a right to compensation for services performed as such officer.

## ARTICLE V

### INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

#### **Section 5.1 Directors and Officers.**

Subject to the other Sections of this Article V, the Corporation shall, to the fullest extent permitted by the laws of the State of Delaware and the Corporation's certificate of incorporation as now or hereafter in effect, (i) indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether criminal, civil, administrative or investigative (a "Proceeding"), by reason of the fact that he is or was a director or officer of the Corporation, or, by reason of the fact that such officer or director is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, association, or other enterprise, against all liability and loss suffered and expenses (including attorneys' fees), judgments, fines, ERISA excise taxes or penalties, and amounts paid in settlement reasonably incurred by him in connection with such Proceeding, including any Proceeding by or on behalf of the Corporation; and (ii) advance all reasonable expenses incurred by or on behalf of any such person in connection with any Proceeding, whether prior to or after final disposition of such proceeding.

#### **Section 5.2 Subrogation.**

In the event of payment under these bylaws, the indemnifying party or parties shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnified person therefore, and such person shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the indemnifying party or parties to effectively bring suit to enforce such rights.

#### **Section 5.3 Effect of Certain Proceedings.**

The termination of any proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in these bylaws) of itself adversely affect the right of any person to indemnification or create a presumption that such person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

#### **Section 5.4 Exception to Right of Indemnification or Advancement of Expenses.**

Notwithstanding any other provision of these bylaws, no person shall be entitled to indemnification or advancement of expenses under these bylaws with respect to any proceeding brought by such person, unless the bringing of such proceeding or making of such claim shall have been approved by the board of directors.

**Section 5.5 Contract.**

The foregoing provisions of this Article V shall be deemed to be a contract between the Corporation and each director and officer who serves in such capacity at any time while these bylaws are in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts. The foregoing rights of indemnification shall not be deemed exclusive of any other rights to which any director or officer may be entitled apart from the provisions of this Article V.

**Section 5.6 Inclusion of Constituent Corporations.**

The board of directors may provide by resolution that references to "the Corporation" in this Article V shall include, in addition to this Corporation, any constituent corporation absorbed in a merger with this Corporation so that any person who was a director or officer of such constituent corporation or is or was serving at the request of such constituent corporation as a director, employee, or agent of another corporation, partnership, joint venture, trust, association, or other entity shall stand in the same position under the provisions of this Article V with respect to this Corporation as he would if he had served this Corporation in the same capacity or is or was so serving such other entity at the request of this Corporation, as the case maybe.

**Section 5.7 Inurement.**

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article V shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such person.

**Section 5.8 Employees and Agents.**

To the same extent as it may do for a director or officer, the Corporation may indemnify and advance expenses to a person who is not and was not a director or officer of the Corporation but who is or was an employee or agent of the Corporation.

**ARTICLE VI**

**CAPITAL STOCK**

**Section 6.1 Certificates.**

Each stockholder of the Corporation shall be entitled to a certificate or certificates signed by or in the name of the Corporation by the president, chief executive officer, chief operating officer or a vice president and by the treasurer, an assistant treasurer, the secretary or an assistant secretary, all of whom may be the same person, representing the number of shares of

stock of the Corporation owned by such stockholder. Any or all the signatures on the certificate may be a facsimile.

**Section 6.2 Facsimile Signatures.**

In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation With the same effect as if he, she or it was such officer, transfer agent or registrar at the date of issue.

**Section 6.3 Registered Stockholders.**

The Corporation shall be entitled to treat the holder of record of any share or shares of stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it has actual or other notice thereof, except as provided by law.

**Section 6.4 Cancellation of Certificates.**

All stock certificates surrendered to the Corporation shall be canceled and, except in the case of lost, stolen or destroyed certificates, no new certificates shall be issued until the former certificate or certificates for the same number of shares of the same class of stock have been surrendered and canceled.

**Section 6.5 Lost, Stolen or Destroyed Certificates.**

The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate or certificates to be lost, stolen or destroyed. In its discretion, and as a condition precedent to the issuance of any such new certificate or certificates, the board of directors may require that the owner of such lost, stolen or destroyed certificate or certificates, or such person's legal representative, give the Corporation and its transfer agent or agents, registrar or registrars an indemnity bond in such form and amount as the board of directors may direct against any claim that may be made against the Corporation and its transfer agent or agents, registrar or registrars on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

**Section 6.6 Transfer of Shares.**

Shares of stock shall be transferable on the books of the Corporation by the holder thereof, in person or by duly authorized attorney, upon the surrender of the certificate or certificates representing the shares to be transferred, properly endorsed, with such proof or guarantee of the authenticity of the signature as the Corporation or its agents may reasonably require.

**ARTICLE VII**

**SEAL**

The board of directors may adopt a seal which, when adopted, shall constitute the corporate seal of the Corporation.

**ARTICLE VIII**

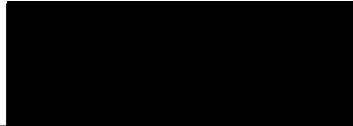
**FISCAL YEAR**

The Corporation's fiscal year shall be established from time to time by the board of directors.

**ARTICLE IX**

**AMENDMENTS**

These bylaws may be altered, amended or repealed at any regular meeting of the stockholders (or at any special meeting thereof duly called for that purpose), provided that in the notice of the special meeting, notice of such purpose is given. The board of directors may, by majority vote of the entire board of directors alter, amend or repeal these bylaws, or enact such other bylaws as in their judgment may be advisable for the regulation of the conduct of the affairs of the Corporation.

  
Paul R. Driscoll, Secretary

**Shimmick Construction Company, Inc.**

---

ARTICLES OF INCORPORATION  
OF  
SHIMMICK CONSTRUCTION COMPANY, INC.

FEB 6 1990

MARCH FORNSEE, Secretary of State

I

The name of this corporation is Shimmick Construction Company, Inc.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is Ronald H. Kahn, Esq., 300 Montgomery Street, Suite 1030, San Francisco, California 94104.

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is one hundred thousand (100,000). The par value is one dollar (\$1.00) per share.

DATED: January 2, 1990

[Redacted Signature]

Ronald H. Kahn,  
Incorporator

I declare that I am the person who executed the above instrument and that the instrument is my deed and act.

DATED: January 2, 1990

[Redacted Signature]

Ronald H. Kahn

BYLAWS OF  
SHIMMICK CONSTRUCTION COMPANY, INC.,

A California Corporation

ARTICLE I

DIRECTORS; MANAGEMENT

Section 1. Powers, Standard of Care.

A. Power: Subject to the provisions of the General Corporation Law of California, and subject to any limitation in the Articles of Incorporation and the Bylaws relating to action required to be approved by the Shareholders or by the outstanding shares, the business and affairs of this corporation shall be managed by and all corporation powers shall be exercised by or under the direction of the Board of Directors.

B. Standard of Care; Liability

i. Each Director shall exercise such powers and otherwise perform such duties in good faith, in the matters such Director believes to be in the best interests of the corporation, and with such care including reasonable inquiry, using ordinary prudence, as a person in a like position would use under similar circumstances.

ii. In performing the duties of a Director, a Director shall be entitled to rely on information, opinion, reports or statements, including financial statements and other financial data, in which case prepared or presented by:

(a) One or more officers or employees of the corporation whom the Director believes to be reliable to be within such person's professional or expert competence, or

(b) Counsel, independent accountants or other persons as to matters which the Director believes to be within such person's professional or expert competence, or

(c) A Committee of the Board which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, so long as in any such case, the Director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Section 2. Number and Qualification of the Board.

The authorized number of Directors of the corporation shall be three (3). This number may be changes by amendment to the

Articles of Incorporation or by an amendment to this Section 2, of Article I of these Bylaws, adopted by the vote or written consent of the shareholders entitled to exercise majority voting power, as provided in California Corporations Code Section 212.

### Section 3. Election and Term of Officer of Directors.

Directors shall be elected at each annual meeting of the Shareholders to hold office until the next annual meeting. Each Director, including a Director elected to fill a vacancy, shall hold office until expiration of the term for which elected and until a successor has been elected and qualified.

### Section 4. Vacancies.

Vacancies in the Board of Directors may be filled by a majority of the remaining Directors, through less than a quorum, or by a sole remaining Director, except that a vacancy created by the removal of a Director by the vote or written consent of the Shareholders, or by court order, may be filled only by the vote of the majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present, or by the written consent of holders of the majority of the outstanding shares entitled to vote. Each Director so elected shall hold offices until the next annual meeting of the Shareholders and until a successor has been elected and qualified.

A vacancy in the Board of Directors shall be deemed to exist in the event of the death, resignation, or removal of any Director, or if the Shareholders fail, at any meeting of the Shareholders at which any Directors are elected, to elect the full number of authorized Directors.

The Shareholders may elect a Director or Directors to fill any vacancy or vacancies not filled by the Directors, by any such election by written consent shall require a consent of a majority of the outstanding shares entitled to vote.

Any Director may resign effective upon giving written notice to the Chairman of the Board, the President, the Secretary, or the Board of Directors, unless to notices specifies a later time for that resignation to be come effective. If the resignation of a Director is effective at a further time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

No reduction of the authorized number of Directors shall have the effect of removing any Director before the Director's term of office expires.

### Section 5. Removal of Directors.

The entire Board of Directors or any individual Director maned may be removed from offices as provided by Sections 302,

303 and 304 of the California Corporations Code. In such a case, the remaining Board Members may elect a successor Director to fill such vacancy from the remaining unexpired term of the Director so removed. No Director may be removed (unless the entire Board is removed) when the votes cast against removal or not consenting in writing to such removal would be sufficient to elect such Director if voted cumulatively at an election at which the same total number of votes were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of Directors authorized at the time of the Directors most recent election were then being elected; and when by the provisions of Articles the holders of the shares of any class or series voting as a class or series are entitled to elect one or more Directors, any Director so elected may be removed only by the applicable vote of the holders of the shares of that class or series.

#### Section 6. Place of Meetings.

Regular meeting of the Board of Directors shall be held at any place within or without the state that has been designated from time to time by resolution of the Board. In the absence of such resolution, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the Board shall be held at any place within or without the state that has been designated in the notice of the meeting, or, if not stated in the notice or there is no notice, at the principal executive office of the corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors shall be deemed to have been present in person at such meeting.

#### Section 7. Annual Meetings.

Immediately following each annual meeting of Shareholders, the Board of Directors shall hold a regular meeting for the purpose of organization, the election of officers and the transaction of other business. Notice of this meeting shall not be required. Minutes of any meeting of the Board, or any committee thereof, shall be maintained as required by Section 1500 of the California Corporations Code by the Secretary or other officer designated for the purpose.

#### Section 8. Other Regular Meetings.

Other regular meetings of the Board of Directors shall be held without call at such time as shall from time to time be fixed by the Board of Directors. Such regular meetings may be held without notice, provided the time and place of such meetings has been fixed by the Board of Directors, and further provided the notice of any change in the time of such meeting shall be given to all the Directors. Notice of a change in the determination of the time shall be given to each Director in the

same manner as notice for special meetings of the Board of Directors.

If said day falls upon a holiday, such meetings shall be held on the next succeeding day thereafter.

#### Section 9. Special Meetings/Notices.

Special meetings of the Board of Directors for any purpose of purposes may be called at any time by the Chairman of the Board or the President or any Vice President or the Secretary or any two Directors.

Notice of the time and place for special meetings shall be delivered personally or by telephone to each Director or sent by first class mail to telegram, charges prepaid, addressed to each Director at his or her address as it is shown in the records of the corporation. In case such notice is mailed, it shall be deposited in the United States mail at least fourth (4) days prior to the time of holding of the meeting. In case such notice is delivered personally, or by telephone or to the telegram, it shall be delivered personally or by telephone or to the telegram company at least forty-eight (48) hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated to either the Director or to a person at the office of the Director who the person giving the notice has reason to believe will promptly be communicated to the Director. The notice need not specify the purpose of the meeting, nor the place, if the meeting is to be held at the principal executive office of the corporation.

#### Section 10. Waiver of Notice.

The transactions of any meeting of the Board of Directors, however called, noticed, or wherever held, shall be as valid as though had at a meeting duly held after the regular call and notice if a quorum be present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes thereof. Waiver of notices or consents need not specify the purpose of the meeting. All such waivers, consents and approvals shall be filed with the corporate records or made part of the minutes of the meeting. Notice of the meeting shall also be deemed given to any Director who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director. A majority of the authorized number of Directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 12 of this Article I. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum was present shall be regarded as the act of the Board of Directors, subject to the provisions of California Corporations Code Sections 310, 311 and 317(e). A meeting at which a quorum is initially present may continue to transact business

notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

#### Section 11. Adjournment.

The majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

#### Section 12. Notice of Adjournment.

Notice of the time and place of the holding of an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of such time and place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

#### Section 13. Sole Director Provided by Articles of Incorporation.

In the event only one Director is required by the Bylaws or Articles of Incorporation, then any references herein to notices, waiver, consents, meetings, or other actions by the majority or quorum of Directors shall be deemed or referred as such notice, waiver, etc., by such sole Director, who shall have all the rights and duties and shall be entitled to exercise all the powers and shall assume all the responsibilities otherwise here in described given to a Board of Directors.

#### Section 14. Directors Acting by Unanimous Written Consent.

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting with the same force and effect as if taken by unanimous vote of Directors, if authorized by a writing signed individually or collectively by all members of the Board. Such consent shall be filed with the regular minutes of the Board.

#### Section 15. Fees and Compensation of Directors.

Directors and members of a Directors' Committee may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be fixed or determined by resolution of the Board of Directors. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity as an officer, employee, or otherwise, and receiving compensation for such services.

#### Section 16. Committees.

Committees of the Board may be appointed by resolution passed by a majority of the whole board. Committees shall be composed of two (2) or more members of the Board and shall have

such powers of the Board and shall have such powers of the Board as may be expressly delegated to them by resolution of the Board of Directors. THE Board may designate one (1) or more Directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Committees shall have such powers of the Board of Directors as may be expressly delegated to it by resolution of the Board of Directors except those powers expressly made nondelegable by California Corporations Code Section 311.

#### Section 17. Meetings and Action of Committees.

Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article I, Section 6, 8, 9, 10, 11, 12, and 14, with such changes in the context of those Sections as are necessary to substitute the committee and its members for the Board of Directors and its member, except that the time of the regular meetings of committees may be determined by resolution of the Board of Directors as well as the committee, and special meetings of committees may also be called by resolutions of the Board of Directors and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

#### Section 18. Advisory Directors.

The Board of Directors from time to time may elect one (1) or more persons to be advisory Directors, who shall not by such appointment be members of the Board of Directors. Advisory Directors shall be available from time to time to perform special assignments specified by the President, to attend meetings of the Board of Directors upon invitation and to furnish consultation to the Board. The period during which the title shall be held may be prescribed by the Board of Directors. If no period is prescribed, title shall be held at the pleasure of the Board.

### ARTICLES II

#### OFFICERS

#### Section 1. Officers.

The principal officers of the corporation shall be a Chairman of the Board or a President or both, a Secretary and a Chief Financial Officer who may also be called Treasurer. The corporation may also have, at the discretion of the Board of Directors, one or more Assistant Secretaries, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. One person may hold two or more offices.

## Section 2. Election of Officers.

The principal officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 of this Article, shall be chosen by the Board of Directors, and each shall serve at the pleasure of the Board of Directors, subject to the rights, if any, of an officer under any contract of employment.

## Section 3. Subordinate Officers, Etc.

The Board of Directors may empower the President to appoint and remove such officers (other than the principal officers) as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board of Directors may from time to time determine.

## Section 4. Removal and Resignation of Officers.

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, with or without cause, by a majority of the Directors at that time in office, at any regular or special meeting of the Board, or, excepting the case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

## Section 5. Vacancies in Office.

A vacancy in any office because of death, resignation, removal, disqualification, or any other case shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

## Section 6. Chairman of the Board.

The Chairman of the Board, if such an officer be elected, shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board of Directors or prescribed by the Bylaws. If there is not President, the Chairman of the Board shall in addition be the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article.

## Section 7. President.

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the Chief Executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and the officers of the corporation. He

or she shall preside business and the officers of the corporation. He or shall preside at all the meeting of the Shareholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of Shareholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. He or she shall have the general powers and duties of management usually vested in the office of President of a corporation, shall be ex officio a member of all the standing committees, including the executive committee, if any, and shall have such other powers and duties as may be described by the Board of Directors or the Bylaws.

#### Section 8. Vice President.

In the absence or disability of the President, the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors, shall perform all the duties of the President, and so acting shall have all the powers of, and be subject to the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed from them respectively by the Board of Directors or the Bylaws, the President, or the Chairman of the Board.

#### Section 9. Secretary.

The Secretary shall keep or cause to be kept at the principal executive office or such other place as the Board of Directors may order, a book of minutes of all meetings of Directors, Committees of Directors, and Shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present or represented at Shareholders meetings, the number of shares present or represented at Shareholders meetings, and the proceedings thereof.

The Secretary shall keep or cause to be kept at the principal office or at the office of the corporation's transfer agent, a share register, or duplicate share register, showing the names of the shareholders and their addresses; the number of classes of shares held by each; the number and date of certificates issued for the same; and the number and date of cancellation of every certificate surrendered for cancellation.

the Secretary shall give or cause to be given notice of all meetings of the Shareholders and of the Board of Directors required by the Bylaws or by law to be given, shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

Section 10. Chief Financial Officer.

The Chief Financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts disbursements, gains, losses, capital, retained earnings and shares. The books of account shall at all reasonable time be open to inspection by any Director.

The Chief Financial Officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request if, an account of all of his transactions as Chief Financial Officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

ARTICLE III

MEETING OF SHAREHOLDERS

Section 1. Place of Meetings.

Meetings of Shareholders shall be held at any place within or without the State of California designated by the Board of Directors. In the absence of any such designation, Shareholders' meetings shall be held at the principal executive office of the corporation.

Section 2. Annual Meeting.

The annual meeting of the Shareholders shall be held on July 1st. If this day be a legal holiday, then the meeting shall be held on the next succeeding business day, at the same time. At the annual meeting, the Shareholders shall elect a Board of Directors, report the affairs of the corporation, and transact such other business as may properly be brought before the meeting. If the above date is inconvenient, the annual meeting of Shareholders shall be held each year on a date and at a time designated by the Board of Directors within twenty (20) days of the above date upon proper notice to all shareholders.

Section 3. Special Meeting.

A special meeting of the Shareholders, for any purpose of purposes whatsoever, may be called at any time by the Board of Directors, or by the Chairman of the Board of Directors, or by the President, or by one or more Shareholders holding shares in

the aggregate entitled to cast not less than 10% of the votes at any such meeting.

If a special meeting is called by any person or persons other than the Board of Directors, the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmissions to the Chairman of the Board, the President, any Vice President or the Secretary of the corporation. the officer receiving such request shall forthwith cause notice to be given to the Shareholders entitled to vote, in accordance with the provisions of Sections 4 and 5 of this Article, that a meeting will be held at the time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the person or persons requesting the meeting may give the notice in the manner provided in these Bylaws or upon application to the Superior Court as provided in California Corporations Code Section 305(c). Nothing contained in this paragraph of this Section shall be construed as limiting, fixing or affecting the time when a meeting of Shareholders called by action of the Board of Directors may be held.

#### Section 4. Notice of Meetings; Reports.

Notice of meetings, annual or special, shall be given in writing not less than ten (10) not more than sixty (60) days before the date of the meeting, the Shareholders entitled to vote thereat by the Secretary or the Assistant Secretary, or if there be no such officer, or in the case of his or her neglect or refusal, by any Director or Shareholder.

Such notices or any reports shall be given personally or by mail, or other means of communication as provided in California Corporations Code Section 601, and shall be sent to the Shareholder's address appearing on the books of the corporation, or supplied by him or her to the corporation for the purposes of notice, and in absence thereof as provided in California Corporations Code 601 by posting notice at a place where the principal executive office of the corporation is located or by publication at least once in a newspaper of general circulation in the county in which the principal executive office is located. Notice of any meeting of Shareholders shall specify the place, date and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, and no other business may be transacted, or (ii) in the case of any annual meeting, those matters which the Board of Directors, at the date of the mailing of notice, intends to present for action by the Shareholders. At any meetings where Directors are elected, notice shall include the names of the nominees, if any, intended at the date of notice to be presented by the management for election.

If action is proposed to be taken at any meeting for approval of (i) contracts or transaction in which a Director has a direct or indirect financial interest, pursuant to California Corporations Code Section 310, (ii) an amendment to the Articles of Incorporation, pursuant to Section 902 of such Code, (iii) a reorganization of the corporation, pursuant to Section 1201 of such Code, (iv) dissolution of the corporation, pursuant to Section 1900 of such Code, or (v) a distribution to preferred Shareholders, pursuant to Section 2007 of such Code, the notice shall also state the general nature of such proposal.

#### Section 5. Quorum.

The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting of Shareholders shall constitute a quorum of the transaction of business. The Shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum, if any action take (other than adjournment) is approved by at least majority of the shares required to constitute a quorum.

#### Section 6. Adjourned Meeting and Notice Thereof.

Any Shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at such a meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at such meeting.

When any meeting of Shareholders, wither annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at a meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than forty-five (45) days from the date set for the original meeting, in which case the Board of Directors shall set a new record date. Notice of any such sojournment meeting shall be given to each Shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Section 4 of this Article. At any adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

#### Section 7. Waiver of Notice or Consent by Absent Shareholders.

The transaction at any meeting of Shareholders, wither annual or special, however called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present wither in person or by proxy, and if, either before or after the meeting, which person entitled to vote, not present in person or by proxy, signs

a written waiver of notice of a consent to a holding of the meeting, or any approval of the minutes thereof. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any regular or special meeting of Shareholders, except that if action is taken or proposed to be taken for approval of any of those matters specified in the last paragraph of Section 4 of this Article, the waiver of notice or consent shall state the general nature of such proposal. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall also constitute a waiver of notice of such meeting except that attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice if such objection is expressly made at the meeting.

Section 8. Shareholders Acting Without a Meeting; Filling Vacancies on the Board.

Any action which may be taken at a meeting of the Shareholders may be taken without a meeting or notice of meeting if authorized by a writing signed by all of the shareholders entitled to vote at a meeting for such purpose and filed with the Secretary of the corporation; provided further, that while ordinarily Directors can only be elected by unanimous written consent under California Corporations Code Section 603(d), as to vacancy created by death, resignation or other causes, if the Directors fail to fill a vacancy, then a Director to fill that vacancy may be elected by the written consent of persons holding a majority of shares entitled to vote for the election of Directors.

Section 9. Other actions Without a Meeting.

Unless otherwise provided in the General Corporation Law, any action which may also be taken at any annual or special meeting of Shareholders may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were presented and voted.

Unless the consents of all Shareholders entitled to vote have been solicited in writing,

(a) notice of any Shareholder approval pursuant to California Corporations Code Sections 310, 317, 1201 or 2007 without a meeting by less than unanimous written consent shall be given at least ten (10) days before the consumption of the action authorized by such approval; and

(b) Prompt notice shall be given of the taking of any other corporate action approved by Shareholders without a meeting by less than unanimous written consent, to each of those Shareholders entitled to vote who have not consented in writing.

Any Shareholder giving a written consent, or the Shareholder's proxy holders, or a transferee of the shares of a personal representative of the Shareholder or their respective proxy holders, may revoke the consent by a writing received by the corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the Secretary of the corporation, but may not do so thereafter. Such revocation is effective upon its receipt by the Secretary.

#### Section 10. Voting Rights; Cumulative Voting.

Only persons in whose names shares entitled to vote stand on the stock records of the corporation on the day fixed by the Board of Directors for the determination of the Shareholders of record, shall be entitled to vote at any Shareholders' meeting.

Provided the candidate's name has been placed in nomination prior to the voting and one or more Shareholders have given notice at the meeting prior to voting of the Shareholders intent to cumulate his or her votes and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which is or her shares are entitled, or distribute his or her votes on the same principle among as many candidates as he or she thinks fit.

The candidate receiving the highest number of votes up to the number of Directors to be elected are elected.

The Board of Directors may fix a time as a record date for the determination of the Shareholders entitled to notice of and to vote at any such meeting, or entitled to receive any such dividend or distribution, or any allotment, rights, or to exercise the rights in respect to any such change, conversion, or exchange of shares. In such case only Shareholders of record on the date so fixed shall be entitled to notice of and to vote at such meeting, or to receive such dividends, distribution, or allotment or rights, or to exercise such rights, as the case may be, notwithstanding a transfer of any share on the books of the company after any record date fixed as aforesaid.

#### Section 11. Proxies.

Every Shareholder entitled to vote for Directors or on any other matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the Secretary of the corporation. A proxy shall be deemed signed if the Shareholder's name is placed on the proxy (whether by manual signature, typewriting, telegraphic

transmission or otherwise) by the Shareholder of the Shareholder's attorney in fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless revoked by the person executing it, prior to the vote pursuant thereto, by a writing delivered to the corporation stating that the proxy is revoked or by a subsequent proxy executed by, or attendance at the meeting and voting in person by the person executing the proxy; provided, however, that no such proxy shall be valid after the expiration of eleven (11) months from the date of such proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of California Corporations Code Section 705(e) and (f).

#### Section 12. Chairman and Secretary of Meeting.

The President, or in the absence of the President, any Vice President, shall call the meeting of the Shareholders to order, and shall act as Chairman of the meeting. In the absence of the President and all the Vice Presidents, Shareholders shall appoint a Chairman at such meeting. The Secretary of the Corporation shall act as Secretary of all meetings of the Shareholders, but in the absence of the Secretary at any meeting of the Shareholders, the presiding officer shall appoint any person to act as such Secretary of the meeting.

#### Section 13. Inspectors of Election.

Before any meeting of Shareholders, the Board of Directors may appoint any person other than nominees for office to act as inspectors of election at the meeting or its adjournment. If no inspectors of election are appointed, the Chairman of the meeting may, and on the request of any Shareholder or his or her proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one (1) or three (3). If inspectors are appointed at a meeting on the request of one or more Shareholders or proxies, the holders of a majority of shares or their proxies present at the meeting shall determine whether on (1) or three (3) inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the vacancy may be filled by appointment by the Board of Directors before the meeting, or by the Chairman at the meeting.

The duties of these inspectors shall be as follows:

(a) Determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies;

(b) Receive votes, ballots, or consents;

(c) Hear and determine all challenges and questions in any way arising in connection with the right to vote;

(d) Count and tabulate all votes or consents;

(e) Determine the election result; and

(f) Do any other acts that may be proper to conduct the election or vote with fairness to all Shareholder.

#### ARTICLE IV

##### CERTIFICATES AND TRANSFERS OF SHARES

###### Section 1. Certificates for Shares.

Certificates for shares shall be of such form and device as the Board of Directors may designate and shall state the name of the record holder of the shares represented thereby; its number and date of issuance; the number of shares for which it is issued; a statement of the rights, privileges, preferences and restrictions, if any; a statement as to the redemption or conversion, if any; a statement of liens or restrictions upon transfer or voting, if any; and if the shares be assessable, or if assessments are collectible by personal action, a plain statement of such facts.

Every certificate for shares must be signed by the President or a Vice President and a Secretary or an Assistant Secretary, and must be authenticated by the signature of the President and Secretary or an Assistant Secretary. No certificate or certificates for shares are to be issues until such shares are fully paid, unless the Board authorizes the issuance of certificates or shares as partly paid, provided that such certificates shall state the amount of consideration to be paid therefore and the amount paid thereon.

###### Section 2. Transfer on the Books.

Upon surrender to the Secretary or transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction on its books.

###### Section 3. Lost or Destroyed Certificates.

Any person claiming a certificate of stock to be lost or destroyed shall make an affidavit or affirmation of that fact and shall, if the Directors so require, give the corporation a bond of indemnity, in the form and with one or more sureties satisfactory to the Board, in at least double the value of the stock represented by said certificate, whereupon a new

certificate may be issued in the same manner and for the same number of shares as the one alleged to be lost or destroyed.

Section 4. Transfer Agents and Registrars.

The Board of Directors may appoint one or more transfer agents or transfer clerks and one or more registrars, which shall be an incorporated bank or trust company, with domestic or foreign, who shall be appointed at such times and places as the requirements of the corporation may necessitate and the Directors may designate.

Section 5. Record Date; Closing Stock Transfer Books.

In order that the corporation may determine the Shareholders entitled to notice of any meeting or to vote or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any lawful action, the Board may fix in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the date of such meeting nor more than sixty (60) days prior to any other action. If no record date is fixed:

(a) The record date for determining Shareholders entitled to notice of or to vote at a meeting of Shareholders shall be at the close of the business on the business day next preceding the day on which notice is given or, if notice is waived, at close of business on the business day next preceding the day to which the meeting is held.

(b) The record date for determining Shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board is necessary, shall be the day on which the first written consent is given.

(c) The record date for determining Shareholders for any other purpose shall be the close of business on the day on which the Board adopts the resolution relating thereto, or the sixtieth (60th) day prior to the date of such other action, whichever is later.

The Board of Directors may close the books of the company against transfers of shares during the whole or any part of such period.

Section 6. Legend Conditioning.

In the event any shares of this corporation are issued pursuant to a permit or exemption therefrom requiring the imposition of a legend condition, the person or persons issuing or transferring said shares shall make sure said legend appears on the certificate and on the stub relating thereto in the stock record book and shall not be required to transfer any shares free

of such legend unless an amendment to such permit or a new permit be first issued so authorizing said deletion.

Section 7. Close Corporation Certificates.

All certificates representing shares of this corporation, in the event it shall elect to become a close corporation, shall contain the legend required by California Corporations Code Section 418(c).

ARTICLE V

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

The corporation may at its option, to the maximum extent permitted by the California General Corporation Law and by the articles, indemnify each of its agents expenses, judgments, fines, settlement, and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that such person is or was an agent of the corporation. For the purposes of this Section, an "agent" of the corporation includes a person who is or was a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, or was a Director, officer, employee or agent of a corporation which was a predecessor corporation of the corporation or of any other enterprise at the request of such predecessor corporation.

ARTICLE VI

CORPORATE RECORDS AND REPORTS; INSPECTION

Section 1. Records.

The corporation shall maintain, in accordance with generally accepted accounting principles, adequate and correct accounts, books and records of its business and properties. If the corporation has fewer than one hundred (100) shareholders, the financial statements need not be prepared according to generally accepted accounting principles so long as the financial statement reasonably sets forth the assets and liabilities, income and expenses of the corporation, and discloses the accounting basis used. All of such books, records and accounts shall be kept at the corporations' principal executive office in the State of California, as fixed by the Board of Directors, from time to time, or shall be kept at such place or such places as designated by the Board of Directors. The minutes shall be kept in written form or in any other form capable of being converted into written form. Such minutes and accounting books and records shall be open to inspection upon the written demand of any shareholder or holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to such holder's interest as a shareholder or as the holder of a voting trust certificate. Such inspection may b made in person

or by an agent or attorney, and shall include the right to copy and make extracts. The foregoing rights of inspection shall extend to the records of each subsidiary corporation.

#### Section 2. Maintenance and Inspection of Share Register.

The corporation shall keep at its principal executive office, or at the office of its transfer agent or registrar, if either be appointed and as determined by resolution of the Board of Directors, a record of its shareholders and the number and class of shares held by each Shareholder. A Shareholder or Shareholders of the corporation holding at least five percent (5%) in the aggregate of outstanding voting shares of the corporation may (i) inspect, and copy the records of Shareholders names and addresses and shareholdings during usual business hours upon five (5) days prior written demand upon the corporation; and/or (ii) obtain from the transfer agent of such transfer agent's usual charges for such a list, a list of the Shareholders names and addresses who are entitled to vote for the election of Directors, and their shareholders, as of the most recent record date for which such list has been compiled or as of a date specified by the Shareholders subsequent to the day of demand. Such list shall be made available by the transfer agent on or before the later of five (5) days after the demand is received or the date specified therein as the date as of which the list is to be compiled. The record of Shareholders shall also be open to inspection upon the written demand of any Shareholder or holder of a voting trust certificate, at any time during usual business hours, for a purpose reasonably relate to such holder's interest as shareholder or as a holder of a voting trust certificate. Any inspection and copying under this Section may be made in person or by an agent or attorney of such Shareholder or holder of a voting trust certificate making such demand.

#### Section 3. Maintenance and Inspection of Bylaws.

The corporation shall keep at its principal executive office, or if its principal executive office is not in this state, at its principal business office in this state, the original or a copy of the Bylaws amended to date, which shall be open to inspection by the Shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside the state and the corporation has no principal business office in this state the Secretary shall, upon written request of any Shareholder, furnish to such Shareholder a copy of the Bylaws as amended to date.

#### Section 4. Annual Report to Shareholder.

Provided this corporation has one hundred (100) shareholders or less, the Annual Report to shareholders referred to in Section 1501 of the General Corporation Law is expressly dispensed with, but nothing herein shall be interpreted as prohibiting the Board of Directors from issuing annual or other periodic reports to

Shareholders of the corporation as they deem appropriate. Should this corporation have one hundred (100) or more shareholder, an Annual Report must be furnished not later than one hundred twenty (120) days after the end of each fiscal period.

#### Section 5. Financial Statements.

A copy of any annual financial statement and any income statement of the corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the corporation shall be kept on file at the principal executive office of the corporation for twelve (12) months from the date of its execution, and each such statement shall be exhibited at all reasonable times to any Shareholder demanding an examination of such statement or a copy shall be made to any such Shareholder.

If a shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of stock of the corporation make a written request to the corporation for an income statement of the corporation for an income statement of the corporation for the three (3) month, six (6) month, or nine (9) month period of the then current fiscal year ended more than thirty (30) days prior to the date of the request, and a balance sheet of the corporation at the end of such period, the Chief financial officer shall cause such statement to be prepared, if not already prepared, and shall deliver personally or mail such statement or statements to the person making the request within thirty (30) days after the receipt of such request. If the corporation has not sent to the shareholders its Annual Report for the last fiscal year, this report shall likewise be delivered or mailed to such shareholder or shareholders within thirty (30) days after such request.

The corporation also shall, upon the written request of any shareholder, mail to the shareholder a copy of the last annual, semi-annual or quarterly income statement which it has prepared and a balance sheet as of the end of such period. This quarterly income statement and balance sheets referred to in this Section shall be accompanied by the report thereon, if any, of any independent accountants engaged in the corporation or the certificate of authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

#### Section 6. Annual Statement of General Information.

The corporation shall, in a timely manner, in each year, file with the Secretary of State of California, on the prescribed form, a statement setting forth the authorized number of Directors, the names and complete business or residence addresses of the Chief Executive Officer, Secretary, and Chief Financial officer, the street address of its principal executive office or principal business office in this state and the general type of business constituting the principal business activity of the

corporation, together with a designation of the agent of the corporation of the purpose of the service of process, all in compliance with California Corporations Code Section 1502.

## ARTICLE VII

### GENERAL CORPORATE MATTERS

#### Section 1. Checks, Drafts, and Evidences of Indebtedness.

All checks, drafts or other orders from payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporations, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

#### Section 2. Corporate Contracts and Instruments, How Executed.

The Board of Directors, except as in the Bylaws otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board of Directors or within the agency power of any officer, no officer, agent or an employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it able for any purpose or to any amount.

#### Section 3. Representation of Shares of Other Corporation.

The Chairman of the Board, the President or any Vice President, or any other person authorized by resolution of the Board of Directors by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority herein granted to said officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any such officer in person or by any person authorized to do so by proxy duly elected by said officer.

#### Section 4. Construction and Definitions.

Unless the context required other wise, the general provisions, rules of contraction, and the definitions of the California General Corporation Laws shall govern the contraction of these Bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

## ARTICLE VIII

## AMENDMENTS TO BYLAWS

### Section 1. Amendment by Shareholders.

New Bylaws may be adopted or these Bylaws may be amended or released by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that if the Articles of Incorporation of the corporation set forth the number of authorized Directors of the corporation, the authorized number of Directors may be changed only by an amendment of the Articles of Incorporation.

### Section 2. Amendment by Directors.

Subject to the rights of the Shareholders as provided in Section 1 of this Article, to adopt, amend, or repeal Bylaws, and the limitation of California Corporations Code Section 204(a)(5) and 212, Bylaws may be adopted, amended, or released by the Board of Directors.

## ARTICLES IX

### MISCELLANEOUS

### Section 1. References to Code Sections.

Section designations of three (3) digits or more references herein refer to the General Corporation Law of California as effective January 1, 1977.

### Section 2. Effect of Shareholders Agreement.

Any shareholders agreement authorized by Section 300(b), shall only be effective to modify the terms of these Bylaws if this corporation elects to become a close corporation with appropriate filing of or amendment to its Articles as required by California Corporations Code Section 202 and shall terminate when this corporation ceases to be a close corporation. Such an agreement cannot aid or alter Sections 158, (defining close corporations), 202 (requirements of Articles of Incorporation), 500 and 501 (relative to distribution), 111 (merger), 1201(e) (reorganization) or Chapter 15 (Records and reports), Chapter 16 (rights of inspection), Chapter 18 (involuntary dissolution), or Chapter 22 (crimes and penalties). Any other provisions of the Code or these Bylaws may be altered or waived thereby, but to the extent they are not so altered or waived these Bylaws shall be applicable.

Section 3. Subsidiary Corporations.

Shares of this corporation owned by a subsidiary shall not be entitled to vote on any matter. A subsidiary for these purposes is defined in California Corporations Code Section 189 (a) and (b).

Section 4. Offices.

The Board of Directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside this state, and the corporation has one or more business offices in this state, the board of directors shall likewise fix and designate a principal business office in the State of California.

The Board of Directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

**CERTIFICATION**

I, John C Shimmick, hereby certify that:

I am the President of Shimmick Construction Co., Inc. a California corporation; and

The foregoing Bylaws, consisting of twenty-two (22) pages, are a true and correct copy of the bylaws of the corporation as duly adopted by the incorporator of the corporation on January , 1990 at San Francisco, California.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the corporation this 12 day of MARCH, 1990.



John C. Shimmick, President

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF SHIMMICK CONSTRUCTION COMPANY, INC.**

The undersigned constituting all of the voting directors of Shimmick Construction Company, Inc., a California corporation ("**Company**"), acting pursuant to the Bylaws of the Company, hereby consent to, adopt and approve the following resolutions:

WHEREAS the Board of Directors of the Company desires to authorize the President and Executive Vice Presidents of the Company to execute and enter into contracts and to sign documents and instruments on behalf the Company in the ordinary course of the Company's business and in connection with the Company's acquisition, leasing, operation, development, construction, financing, operation and disposition of real property and personal property and other assets.

NOW, THEREFORE, BE IT RESOLVED, that the President of the Company and any Executive Vice President of the Company be, and each of them singly is, hereby authorized and empowered to execute, deliver, acknowledge, file and record all such contracts, documents, instruments and certificates as such officer or officers deem necessary or desirable in connection with the ordinary operation of the Company's business, or in connection with the Company's acquisition, leasing, operation, development, construction, financing, operation and disposition of real property, personal property and other assets, or to carry out and perform the purposes and intent of the foregoing resolution, the taking of any such actions or execution, acknowledgement, delivery, filing or recording of any such contracts, documents, instruments, or certificates to be conclusive evidence of the necessity or desirability thereof; and

RESOLVED FURTHER, that with respect to any action that requires the vote, consent or approval of the Board of Directors of the Company pursuant to the Company's Bylaws, Articles of Incorporation or California law, the vote, consent or approval of a majority of the Directors shall be conclusively deemed to be the vote, consent and approval of the Board of Directors.

RESOLVED FURTHER, that the authority and power given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed by the Company and by any officer or director on behalf of the Company, prior to the adoption of these resolutions are hereby ratified, affirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned hereby certify that they are all of the voting Directors of the Company and further certify that the foregoing resolutions have been fully and legally adopted by the Directors of the Company as of the date set forth opposite each such Director's signature.

/// Signatures on Next Page///

[Redacted]  
By: Paul A. Cocotis,  
Director

10/11, 2007  
Date

[Redacted]  
By: Jeffrey C. Lessman,  
Director

10/11, 2007  
Date

[Redacted]  
By: Paul C. Camaur,  
Director

10/15, 2007  
Date

[Redacted]  
By: John C. Shimmick,  
Director

10/11, 2007  
Date

[Redacted]  
By: John R. Lamberson,  
Director

10/21, 2007  
Date

**Dragados S.A.**

---

[Stamp of Government Seal]

[State stamp for legalizations to the value of €0.15]

[On all pages: round seal stamp of the Notary Public of Madrid, Ignacio Ramos Covarrubias] - [Odd-numbered pages numbered in ascending consecutive order: BY9102428 to BY9102432]

## THE UNDERSIGNED COMPANIES REGISTRAR OF MADRID

**HEREBY CERTIFIES:** That at the express request of "DRAGADOS SOCIEDAD ANÓNIMA", applying for certification to include the registration, current trading status, current articles of association and current composition of the administrative body, I have examined the registers in my custody at this Registry, finding as follows:

1. Entry No. 1 on page M-102386, sheet 15 of volume 6281, issued on 28 May 1993, in accordance with a certificate issued on 18 May 1993 by Manuel Losada Campo, Mercantile Registrar of the province of La Coruña, records the transfer to Madrid of all the entries kept at that Registry in respect of the company whose current name is "DRAGADOS SOCIEDAD ANÓNIMA, S.A.", formerly "ACS PROYECTOS OBRAS Y CONSTRUCCIONES, S.A." and "PUERTOS Y OBRAS, S.A."

The same entry includes, inter alia, the following details:

A. The company was incorporated for an **indefinite term** in accordance with a deed certified by José Miguel Sánchez Andrade Fernández, Notary Public of La Coruña on 6 February 1988 and registered at the Mercantile Registry of La Coruña on 25 March 1988.

B. The company adapted its articles of association to current Spanish legislation under a deed certified on 25 May 1992 by Francisco Manuel López Sánchez, Notary Public of Ferrol, under order number 1212 of his protocol, in accordance with a shareholders' resolution adopted at the universal general meeting held on 15 April 1992.

2. The entries made on the aforementioned page list the **current members of the Board of Directors** of the company, as follows:

### DIRECTOR & DEPUTY CHAIRMAN:

PEDRO JOSE LOPEZ JIMÉNEZ, appointed for a five-year term under a shareholders' resolution on 24 June 2013.

### DIRECTOR AND COMPANY SECRETARY:

JOSE LUIS DEL VALLE PÉREZ, appointed for a five-year term under a shareholders' resolution on 24 June 2013.



**DIRECTORS:**

JAVIER BENJUMEA Y CABEZA DE VACA, appointed for a five-year term under a shareholders' resolution on 21 June 2010.

ALBERTO DEL CID PICADO, appointed for a five-year term under a shareholders' resolution on 15 December 2008.

MANUEL DELGADO SOLÍS, appointed for a five-year term under a shareholders' resolution on 21 June 2010.

GLORIA FLUXA THIENEMANN, appointed for a five-year term under a shareholders' resolution on 14 December 2009.

ÁNGEL GARCÍA ALTOZANO, appointed for a five-year term under a shareholders' resolution on 24 June 2013.

ANTONIO GARCÍA FERRER, appointed for a five-year term under a shareholders' resolution on 21 June 2010.

MARIANO HERNÁNDEZ HERREROS, appointed for a five-year term under a shareholders' resolution on 22 June 2009.

LUIS LOBÓN GAYOSO, appointed for a five-year term under a shareholders' resolution on 8 April 2011.

JUAN ERNESTO PÉREZ MORENO, appointed for a five-year term under a shareholders' resolution on 24 June 2013.

MANUEL PÉREZ-BEATO DE COS, appointed for a five-year term under a shareholders' resolution on 26 September 2011.

JULIO SACRISTÁN FIDALGO, appointed for a five-year term under a shareholders' resolution on 26 September 2011.

IGNACIO SEGURA SURINACH, appointed for a five-year term under a shareholders' resolution on 26 March 2012.



**CHIEF EXECUTIVE OFFICER:**

IGNACIO SEGURA SURINACH, appointed by decision of the board of directors on 26 March 2012, to whom all the powers of said board have been delegated save any that may not be delegated in accordance with the law or articles of association.

3. The entries made on the aforementioned page show that the **COMPANY'S ARTICLES OF ASSOCIATION CURRENTLY IN EFFECT** are as inserted herein below in photocopy form:

**ARTICLE 1.** The company is a public limited company called DRAGADOS, S.A. and is governed by these Articles of Incorporation, and, for the rules not provided therein, by the current Companies Act and other applicable legislation.

**ARTICLE 2.** The object of the Company is:

a) The construction of all types of public and private works; the repair, conservation and maintenance thereof and any type of acts or operations that have a direct or indirect relationship with them.

b) The promotion, construction, restoration, management and exploitation under any system of all types of real estate and of administrative concessions of any type.

c) The execution of all types of studies, consultations, projects, advising, technical assistance and, in general, all types of services related to construction and the real estate business, as well as all other activities that constitute the corporate object.

d) The recovery of ships and submerged elements, sea rescues, salvaging of ships, naval repairs on board, repairs and mounting of motors and mechanical elements for ships and underwater jobs and the sale of aquatic and sports materials.

e) The constitution of or participation in companies whose object is any activity that is related to, occurring before or as a consequence of the above.

**ARTICLE 3.** The duration of this Company is indefinite. Its operations began on 6 February 1988, the date on which the public deed for its incorporation was granted.

**ARTICLE 4.** The company is a Spanish company and its official company domicile is in Madrid, at Avenida del Camino de Santiago, number 50. By the decision of the Board of Directors the company will be able to change its domicile within the same municipality in which it was situated before and create, close or transfer offices, agencies, delegations,



representations or branch offices in any part of Spain or abroad, without the agreement of the General Assembly being necessary.

**ARTICLE 5.** The share capital of the company is 200,818,699.80 Euros, represented by 334,697,833 bearer shares of sixty cents (0.60 Euros) each one, totally subscribed and paid up, correlatively numbered from 1 to 334,697,833, represented by share certificates and constituting one series and class of shares.

**ARTICLE 6.** The shares will be represented by share certificates which can include one or more shares of the same series, and which will be numbered correlatively, will be issued in stub books and will contain at least all the information required by the law. The share certificates will be signed by the Administrator, whose signature will appear on each one, printed by mechanical means, in compliance with what is set down in law. The shareholder shall have the right to receive the certificates corresponding to him / her free of costs or charges.

Provisional receipts may be issued in representation of shares, including those shares that belong to the same person in a single receipt. The receipts should contain the same requirements as the final certificates of title.

**ARTICLE 7.** Each share shall represent aliquot parts of the share capital, confers its legitimate holder the condition of shareholder and attributes the shareholder with the rights acknowledged in these Articles of Incorporation and in the Companies Act, those being, among others, the following:

- a) The right to participate proportionally in the distribution of the corporate profits and in the assets resulting from the liquidation of the corporation.
- b) The right to attend and to vote at General Meetings, each share having the right to one vote and the right to oppose corporate resolutions.
- c) The right to information.
- d) The right to preferred subscription.

**ARTICLE 8.** The shares are indivisible. In the case of plural ownership of a share, they shall be represented by only one of the owners, who shall jointly and severally respond before the company for all obligations obtained from the condition of shareholder.

The usufruct, pledge and seizure of shares shall be governed by the provisions of the Public Limited Companies Act.



**ARTICLE 9.** The shares are freely negotiable, their transfer being governed by the provisions of the Companies Act and complementary provisions.

**ARTICLE 10.** The Company shall be governed by a General Shareholders' Meeting and administered and represented by a Board of Directors.

### **GENERAL MEETING**

**ARTICLE 11.** The taking of decisions on matters that fall under the competence of the General Meeting correspond to the shareholders legally constituted as such.

All shareholders, including dissident ones and those who do not participate in the meeting, shall be bound by the resolutions taken by the General Meeting, without prejudice to the rights and actions acknowledged by the Act.

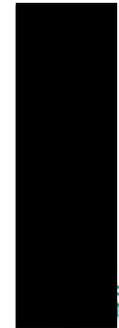
**ARTICLE 12.** The General Shareholders' Meeting may be ordinary or extraordinary.

The meetings designated as ordinary are the ones which, after being convened, should necessarily meet during the first six months of each financial year to audit the corporate management, approve, when applicable, the accounts of the previous financial year and decide on the application of the profits.

All other Meetings shall be Extraordinary and shall be held when the Administrative Body convenes them, whenever it is considered to be in the interest of the Company or whenever a number of shareholders representing at least five per cent of the share capital so requests. The matters to be handled at the Meeting shall be expressed in the request and the Meeting shall transpire in the form determined in the Companies Act.

**ARTICLE 13.** For the Ordinary as well as the Extraordinary General Meetings, meeting calls shall be announced by means of an announcement published in the Official Gazette of the Companies Register and in one of the major newspapers in the Province that corresponds to the registered office at least fifteen days before the date set for the Meeting to be held.

The announcement shall state the date of the meeting on first call, all the matters to be handled and, when required by law, the right of the shareholders to examine at the registered office all documents that are to be submitted for the approval of the General Meeting plus the technical reports that were prepared and, when applicable, to immediately obtain them free of charge. The date on which the General Meeting shall meet on second call shall also figure, if applicable. There must be a period of at least twenty-four hours between the first and the second call.



The provisions of this article shall have no legal force whenever one of the legal provisions requires different requisites for General Meetings that deal with certain matters, in which case, the provisions specifically set forth should be observed.

**ARTICLE 14.** The General Meeting shall be considered convened and validly constituted to handle any matter when all the share capital is present and those attending the Meeting unanimously accept its being held.

**ARTICLE 15.** Shareholders who own a minimum of one hundred shares may attend the General Meetings. Shareholders who own at least one hundred share may group together to complete this number, being represented either by one of them or by another shareholder who alone owns the necessary number of shares to be able to attend the General Meeting. Each share shall give the right to one vote.

In order to exercise the right to attend the General Meetings, the shareholders shall have had to deposit their shares at the registered office or in a Banking Entity or Savings Bank at least three days before the date on which the Meeting is to be held.

Directors must attend the General Meetings.

Any shareholder with the right to attend may be represented by another person at the General Meetings even though that person is not a shareholder, in the form and fulfilling the requirements set forth by Law. The representation must be conferred in writing and must be especially designated for each General Meeting. The foregoing is excepted when the representative is the spouse, ascendant or descendent of the shareholder being represented or the representative possesses a general power of attorney conferred upon him or her in a public document to administer the entire estate held in all the territory of Spain of the shareholder being represented.

**ARTICLE 16.** The General Meeting shall be validly constituted on first call when the shareholders present or represented possess at least twenty-five per cent of the share capital. When shareholders who represent less than fifty per cent of the subscribed capital with the right to vote attend the Meeting, the resolutions to which this paragraph refers may only be validly adopted with a favourable vote of two-thirds of the capital present or represented at the General Meeting.

**ARTICLE 17.** The General Meetings, except when Universal, shall be held in the place where the Company has its offices. The Chairperson of the Board of Directors shall preside over the General Meetings and in his or her absence the Vice Chairperson. The Secretary of the Board of Directors shall act as Secretary of the General Meetings. The



General Meeting may agree that the Chairpersonship and the position of Secretary be filled by anyone it deems suitable.

Only those items included in the Meeting Call may be deliberated and voted.

The duty of directing the deliberations, giving the floor, determining the time of duration for successive interventions corresponds to the Chairperson as well as the fixing of the moment for voting, which shall be public unless the latter decides or the majority of the capital present or represented at the General Meeting agrees that it should be secret.

Resolutions shall be adopted by a majority of the share capital present or represented, unless otherwise provided for in a legal provision.

For everything else: verification of those attending the meeting, voting and the right to the shareholders' information shall abide by the provisions set forth by Law.

**ARTICLE 18.** The resolutions of the General Shareholders' Meetings, with a summary of the matters debated and the interventions of those who request their comments figure, shall be recorded in the minutes, following the legal requisites, which shall be signed by the Chairperson and the Secretary or the persons substituting them. The General Meeting may approve the minutes after the Meeting has been held. Otherwise, the Chairperson and two Auditors, one in representation of the majority and another of the minority, shall approve them within a period of fifteen days following the Meeting.

The minutes certificates shall be issued by the Secretary of the Board of Directors and, in his or her absence, the persons legitimised for this according to these Articles of Incorporation and current legislation, with the approval of the Chairperson or, in his or her absence, the Vice Chairperson.

**ARTICLE 19.** The Board of Directors shall be made up of a minimum number of three Board Members and a maximum of seventeen.

The appointment and dismissal of the directors corresponds to the General Shareholders' Meeting. The Board Members must fulfil the requisites and conditions required by current legislation.

The term of office of the Board Members shall be for five years. They may be re-elected one or more times for equal maximum periods of time.



If a vacancy is produced during the period for which the Board Members were appointed, the Board may designate persons from among the shareholders who shall occupy the vacant positions until the first General Shareholders' Meeting is held.

**ARTICLE 20.** The Board of Directors shall elect a Chairperson from among its members and shall appoint a Secretary who may or may not be a Board Member. In the latter case, the Secretary shall have voice but no vote.

The Board of Directors may elect one or two Vice Chairpersons and a Vice Secretary, who shall substitute the Chairpersons in the order in which they were appointed, and the Secretary, respectively, in cases of vacancy, absence, illness or legitimate impediment. The appointment of Vice Secretary may fall on a person who is not a Board Member of the Company, in which case he or she shall have voice but no vote.

**ARTICLE 21.** The Board of directors shall meet after being convened by its Chairperson or whoever substitutes him or her, by his or her own initiative or upon the request of at least two of its members as many times as is necessary for the smooth functioning of the Entity.

The meeting call for the Board, except when the Chairperson perceives an emergency, shall be dispatched at least forty-eight hours ahead of time, fixing the agenda to be handled.

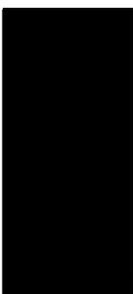
Any director or technician of the Company may attend the Board meetings with voice but without vote after being convened by the Chairperson, upon the latter's initiative or that of the majority of the Board Members.

The Board shall be considered validly constituted when half plus one of its members attend the meeting, whether present or represented.

Board Members attending that meeting may represent Board Members at a Board Meeting. Representation shall be conferred in writing and addressed to the Chairperson.

Resolutions shall be adopted by an absolute majority of the votes present or represented, with the Chairperson having the casting vote.

Voting in writing and without a meeting shall only be accepted when no Board Member opposes this procedure.



The Board meeting's debates and resolutions shall be recorded in a Minutes Book, which shall be signed by the Chairperson and the Secretary or, when applicable, by the Vice Chairperson and the Vice Secretary.

The power to certify the meeting Minutes of the Board of Directors and the resolutions adopted corresponds to the Secretary or, when applicable, to the Vice Secretary. The certificates shall always be issued with the approval of the Chairperson or, also when applicable, the Vice Chairperson.

**ARTICLE 22.** The Administrative Body is responsible for representing the Company in and out of court, for the full management and administration of all matters concerning the Company's corporate object, assets and transactions. This Body is authorised to hold and grant all types of administrative, domain, civil and mercantile documents and contracts including those for extending all types of guarantees or counter guarantees on behalf of third parties, whatever the nature of the assets indicated and the person or entity affected. The Administrative Body shall, in general, have all the powers that are not expressly reserved for the General Shareholders' Meeting by Law or precept in these Articles of Incorporation.

**ARTICLE 23.** The Board may set up an Executive Committee with the composition, organisation and powers it deems appropriate. Moreover, the Board may delegate the powers that fall under its responsibility, except for those that are not delegable, on behalf of any Board Member or Board Members so that they may exercise them as a Board Member or Board Members, without prejudice to the powers of attorney that may be conferred upon anyone. However, under no circumstances may the rendering of accounts, the presentation of balance sheets to the General Meeting or the powers that the General Meeting grants to the Board be the object of delegation unless the General Meeting expressly empowers it to do so.

Permanent delegation shall require that a resolution be adopted with the majorities foreseen by Law.

**ARTICLE 24.** As retribution, each financial year the members of the Board of Directors shall receive subsistence allowances and other allowances that are agreed, which shall be charged to the Company's general expenses. Furthermore, in concept of statutory participation, retribution corresponds to the Board of Directors as a whole that shall not exceed ten per cent of the net profits. This statutory participation may only be taken from the net profits after the legal reserve and, if applicable, the statutory reserve have been covered and after having paid a dividend of at least four per cent of the capital paid for each share to the shareholders. The Board, upon the proposal of its Chairperson, shall



decide how to distribute the retribution among its members which, in application of the provisions of this paragraph, corresponds to them as a group.

### **CORPORATE FINANCIAL YEAR**

**ARTICLE 25.** The corporate financial year shall begin on the first of January and end on the thirty-first of December of each year.

### **BALANCE SHEET AND APPLICATION OF THE PROFITS**

**ARTICLE 26.** The Administrative Bodies shall formulate all the annual accounts, the management report and the proposal for the application of the results within the legal period of time so that, once reviewed and reported on by the accounting auditors, they may be presented to the General Meeting, if applicable.

**ARTICLE 27.** The General Meeting shall decide on the application of the profits in according with the approved Balance Sheet, distributing dividends to the shareholders in proportion to the Share Capital they paid, charged to the profits and freely available reserves, once the legal reserve has been covered, determining the sums its judges as appropriate to endow the funds of the different types of voluntary reserves agreed on, complying with the legal provisions in defence of the share capital and respecting the privileges that certain types of shareholders enjoy.

The Administrative Body may agree to distribute the amounts as interim dividends with the limitations and in compliance with the requisites set forth by Law.

### **WINDING-UP AND LIQUIDATION**

**ARTICLE 28.** The Company shall be wound up by a resolution adopted by the General Shareholders' Meeting at any time, with the requisites established by Law and for the other causes foreseen therein.

When the Company must be wound up for legal causes that require a resolution from the General Shareholders' Meeting, the Administrative Body should convene a General Meeting within a period of two months from the time when the cause occurs in order to adopt the resolution to wind up the Company, according to the procedures set forth by Law, if the resolution, for whatever cause, cannot be reached.



**ARTICLE 29.** The General Shareholders' Meeting, if it agrees the wind up the Company, shall appoint and determine the powers of the liquidator or liquidators, whose number shall always be uneven, with the attributes indicated in Article 272 of the Companies Act and any other the General Meeting agrees, respecting the mandatory provisions.

**ARTICLE 30.** The ownership of one share inherently implies the express submission of the owner to the contents of these Articles of Incorporation.

4. The aforementioned page contains no subsequent entries that might alter the details requested, including no mention of the winding-up, liquidation or administration of the company certified. The Company is therefore considered by this Registry to be CURRENTLY TRADING as a going concern.

In witness whereof, and in the absence of any entry in the Day Book referring to any documents pending registration in respect of the details certified, I sign and issue this certificate, on 10 sheets of stamped paper of this Registry, numbered 7731398 and 7731407, inclusive, in Madrid, on this twentieth day of August, two thousand and fourteen.

The Registrar

*[Illegible signature]*

*[Round ink stamp of Mercantile Registrar of Madrid José Manuel Medrano Cuesta]*

Filed in the Day Book for certifications with entry number 30969/2014.  
Fees according to bill.

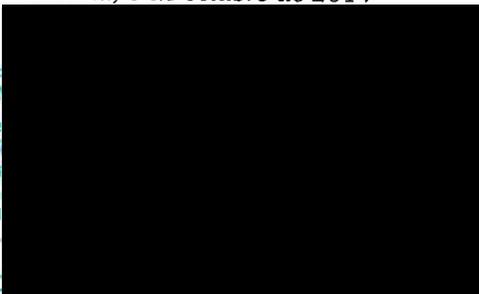


*José Luis Gómez Rodríguez, Certified Translator of English, HEREBY CERTIFIES that the foregoing is a true, accurate and full translation into English of a document originally written in Spanish.*

*Madrid, 8 October 2014*

*José Luis Gómez Rodríguez, Traductor e Intérprete Jurado de inglés, CERTIFICA que la que antecede es traducción fiel y completa al inglés de un documento redactado en lengua española.*

*Madrid, 8 de octubre de 2014*



*Handwritten signature in blue ink.*

# **Flatiron Constructors, Inc.**

---

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "HBG FLATIRON, INC.", CHANGING ITS NAME FROM "HBG FLATIRON, INC." TO "FLATIRON CONSTRUCTORS, INC.", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF FEBRUARY, A.D. 2004, AT 8:36 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3098916 8100

040093958

[REDACTED]  
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2924229

DATE: 02-11-04

**CERTIFICATE OF AMENDMENT**  
**TO THE**  
**CERTIFICATE OF INCORPORATION**  
**OF**  
**HBG FLATIRON, INC.**

**HBG FLATIRON, INC.**, a corporation incorporated under the laws of the State of Delaware (the "Corporation"), hereby files with the Secretary of State of the State of Delaware this Certificate of Amendment (the "Certificate of Amendment") to its certificate of incorporation (the "Certificate of Incorporation"), and, in connection therewith, hereby certifies as follows:

1. The Corporation was originally incorporated in Delaware and the original date of filing of the Certificate of Incorporation with the Secretary of State of the State of Delaware was August 25, 1999.

2. The Certificate of Incorporation was amended on October 15, 2001.

3. The Certificate of Incorporation is hereby amended by striking out Article FIRST, as amended, thereof and by substituting in lieu of said Article the following new Article:

"FIRST: The name of the Corporation is Flatiron Constructors, Inc."

4. The Certificate of Amendment was duly recommended by the Board of Directors and approved by the stockholders of the Corporation in accordance with Sections 141, 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused the Certificate of Amendment to be signed by Paul R. Driscoll, its Secretary, on February 5, 2004.

**HBG FLATIRON, INC.**

By:   
Name: Paul R. Driscoll  
Title: Secretary

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "FLATIRON STRUCTURES COMPANY", CHANGING ITS NAME FROM "FLATIRON STRUCTURES COMPANY" TO "HBG FLATIRON, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF OCTOBER, A.D. 2001, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF NOVEMBER, A.D. 2001.



  
*Harriet Smith Windsor, Secretary of State*

3098916 8100

AUTHENTICATION: 1391695

010512471

DATE: 10-15-01

**CERTIFICATE OF AMENDMENT TO THE  
CERTIFICATE OF INCORPORATION OF  
FLATIRON STRUCTURES COMPANY**

Flatiron Structures Company, a Delaware Corporation (the "Corporation"), DOES HEREBY CERTIFY:

FIRST, that the Board of Directors of the Corporation by unanimous written consent dated October 1, 2001 adopted a resolution amending the Certificate of Incorporation of the Corporation. The resolution setting forth the amendment is as follows:

RESOLVED, that an amendment to the Certificate of Incorporation, amending Article I thereof so said Article I shall be and read in its entirety as follows:

"The name of the Corporation is HBG Flatiron, Inc."

shall be filed with the Delaware Secretary of State.

SECOND, the sole stockholder of the Corporation duly approved such amendment by written consent dated October 1, 2001 in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD, said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH, this amendment shall be effective November 1, 2001.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be executed by its Secretary, as of this 1<sup>st</sup> day of October, 2001.

FLATIRON STRUCTURES COMPANY

By: \_\_\_\_\_

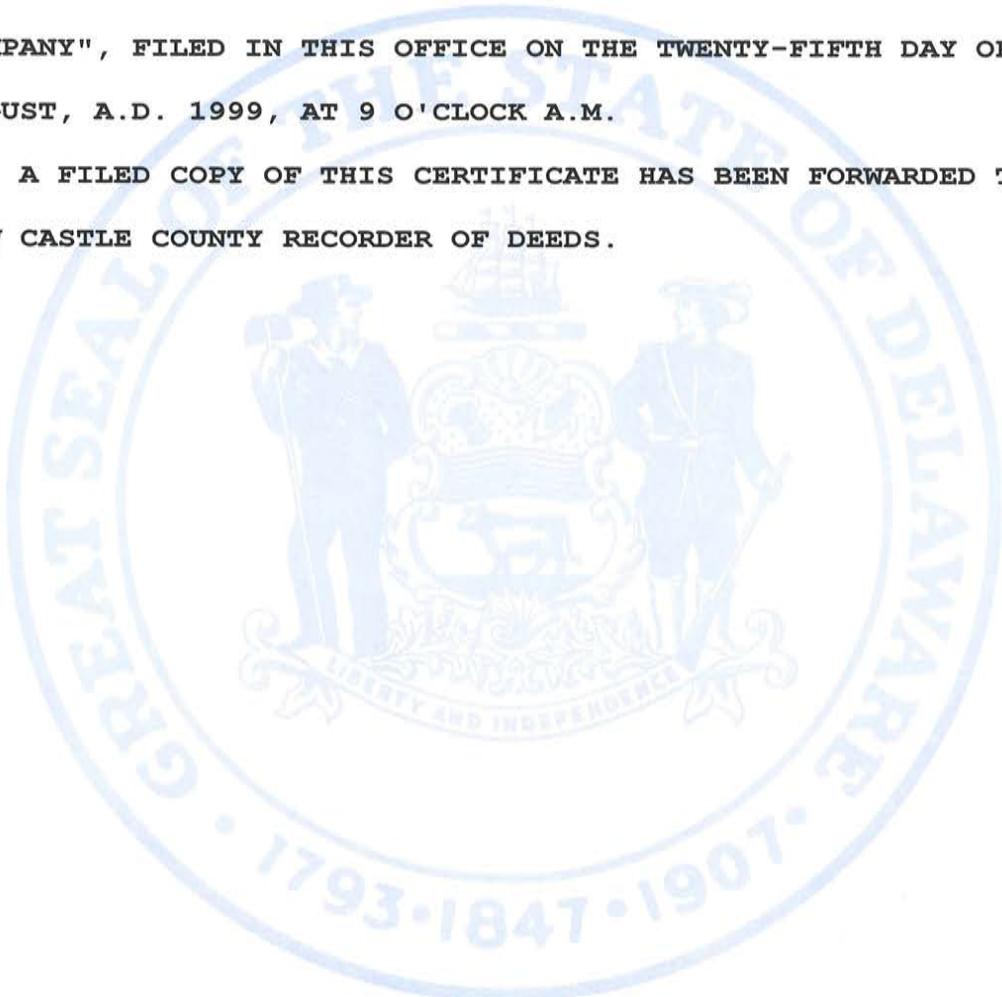
Paul R. Driscoll, Secretary

Office of the Secretary of State

---

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "FLATIRON STRUCTURES COMPANY", FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF AUGUST, A.D. 1999, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.





Edward J. Freel, Secretary of State

3098916 8100

991355575

AUTHENTICATION: 9978140

DATE: 09-20-99

**CERTIFICATE OF INCORPORATION  
OF  
FLATIRON STRUCTURES COMPANY**

**ARTICLE 1**

The name of the corporation is Flatiron Structures Company.

**ARTICLE 2**

The address of the corporation's registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

**ARTICLE 3**

The purposes for which the corporation is organized are to engage in any business and in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law and to possess and employ all powers and privileges now or hereafter granted or available under the laws of the State of Delaware to such corporations.

**ARTICLE 4**

(a) **Authorized Shares.** The aggregate number of shares which the corporation has authority to issue is 1,000. The authorized shares consist of 1,000 shares of common stock with no par value, such class being designated "common stock."

(b) **Common Stock.** The common stock shall have unlimited voting rights. The common stock shall be entitled to receive the net assets of the corporation upon dissolution. The affirmative vote of a majority of all outstanding shares of the corporation's common stock shall be required for the stockholders to act.

**ARTICLE 5**

The name and mailing address of the incorporator are:

Joan Blaik, Esq.  
633 17th Street, Suite 3000  
Denver, Colorado 80202

**ARTICLE 6**

The powers of the incorporator shall terminate upon the filing of this certificate of incorporation in the office of the Secretary of State of the State of Delaware. The names and mailing addresses of the persons who are to serve as the directors of the corporation until their successors are elected and qualified or their earlier resignation or removal is:

<u>Name</u>	<u>Mailing Address</u>
Scott S. Lynn	P.O. Box 2239, Longmont, CO 80502-2239
Paul R. Driscoll	P.O. Box 2239, Longmont, CO 80502-2239

The number of directors of the corporation shall be fixed from time to time in the manner provided in the bylaws and may be increased or decreased from time to time in the manner provided in the bylaws. Election of directors need not be by written ballot except and to the extent provided in the bylaws of the corporation.

The affirmative vote of a majority of all directors constituting the board of directors shall be required for the board of directors to act.

**ARTICLE 7**

The board of directors of the corporation is expressly authorized to make, alter or repeal the bylaws of the corporation, but such authorization shall not divest the stockholders of the power, nor limit their power, to adopt, amend or repeal bylaws.

**ARTICLE 8**

No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except as to liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for violations of Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware General Corporation Law hereafter is amended to eliminate or limit further the liability of a director, then, in addition to the elimination and limitation of liability provided by the preceding sentence, the liability of each director shall be eliminated or limited to the fullest extent provided

or permitted by the amended Delaware General Corporation Law. Any repeal or modification of this Article 8 shall not adversely affect any right or protection of a director under this Article 8 as in effect immediately prior to such repeal or modification with respect to any liability that would have accrued, but for this Article 8, prior to such repeal or modification.

### ARTICLE 9

The corporation shall have authority, to the fullest extent now or hereafter permitted by the Delaware General Corporation Law, or by any other applicable law, to enter into any contract or transaction with one or more of its directors or officers, or with any corporation, partnership, joint venture, trust, association or other entity in which one or more of its directors or officers are directors or officers or have a financial interest, notwithstanding such relationships and notwithstanding the fact that the director or officer is present at or participates in the meeting of the board of directors or committee thereof which authorizes the contract or transaction.

Executed August 20, 1999.



**FLATIRON CONSTRUCTORS, INC.  
AMENDED AND RESTATED**

**BYLAWS**

**ARTICLE I**

**STOCKHOLDERS**

**Section 1.1 Annual Meetings.**

The annual meeting of the stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held on such date as the board of directors shall fix each year. Each such annual meeting shall be held at such date, time, and place, within or without the State of Delaware, as shall be determined by the board of directors. Any annual meeting of stockholders may be adjourned from time to time and place to place until its business is completed.

**Section 1.2 Special Meetings.**

Except as otherwise required by law or by the certificate of incorporation and subject to the rights of the holders of any class or series of stock having a preference over the common stock as to dividends or on liquidation, special meetings of the stockholders may be called only by the chairman of the board, the president, the chief executive officer, or by the board of directors pursuant to a resolution approved by a majority of the entire board of directors. The term "entire board of directors," as used in these bylaws, means the total number of directors, which the Corporation would have if there were no vacancies. A special meeting of stockholders shall be called by the president or the chief executive officer upon the written request, stating date, time, place and purpose(s) of the meeting, of stockholders who together own of record not less than 5% of the voting power of the outstanding stock of all classes entitled to vote at such meeting.

**Section 1.3 Stockholder Action; How Taken.**

Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any annual meeting or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Any such consent may be in counterparts and shall be effective on the date of the last signature thereon unless otherwise provided therein. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

## ARTICLE IV

### OFFICERS

#### **Section 4.1 Number.**

The officers of the Corporation shall be appointed or elected by vote of the board of directors. The officers shall be a president, a chief executive officer, such number of vice presidents as the board of directors may from time to time determine, a secretary, and a treasurer. Any person may hold two or more offices at the same time.

#### **Section 4.2 Additional Officers.**

The board of directors may appoint such other officers, including, without limitation, a chief operating officer, a chief financial officer, officers of divisions of the Corporation, assistant secretaries and assistant treasurers, and officers with such other titles as it shall deem appropriate. Such other officers shall have such power and authority as determined by the board.

#### **Section 4.3 Term of Office, Resignation.**

All officers, agents and employees of the Corporation shall hold their respective offices or positions at the pleasure of the board of directors and may be removed at any time by the board of directors with or without cause. Except as otherwise provided in any officer's or employee's employment contract, any officer may resign at any time by giving written notice of his resignation to the president, chief executive officer, chief operating officer or to the secretary, and acceptance of such resignation shall not be necessary to make it effective unless the notice so provides. Any vacancy occurring in any office shall be filled by vote of the board of directors.

#### **Section 4.4 Duties.**

The officers of the Corporation shall perform the duties and exercise the powers assigned to them from time to time by the board of directors, the president, the chief executive officer, or the chief operating officer. In the absence of such assignment, the officers shall have the duties and powers described in this Article IV.

#### **Section 4.5 Chief Executive Officer.**

The chief executive officer shall, subject to the direction and control of the board of directors, manage the business of the Corporation. The chief executive officer may execute contracts, deeds and other instruments on behalf of the Corporation. In the absence of the chairman of the board or in the event of his disability, inability or refusal to act, the chief executive officer shall perform the duties and exercise the power of the chairman of the board. The chief executive officer shall have full authority on behalf of the Corporation to attend any meeting, give any waiver, cast any vote, grant any discretionary or directed proxy to any person, and exercise any other rights of ownership with respect to any shares of capital stock or other

securities held by the Corporation and issued by any other corporation or with respect to any partnership, trust or similar interest held by the Corporation.

**Section 4.6 President.**

The president shall, subject to the direction and control of the board of directors and the chief executive officer, manage the business of the Corporation. The president may execute contracts, deeds and other instruments on behalf of the Corporation. In the absence of the chairman of the board and the chief executive officer or in the event of their disability, inability or refusal to act, the president shall perform the duties and exercise the power of the chairman of the board and chief executive officer. The president shall have full authority on behalf of the Corporation to attend any meeting, give any waiver, cast any vote, grant any discretionary or directed proxy to any person, and exercise any other rights of ownership with respect to any shares of capital stock or other securities held by the Corporation and issued by any other corporation or with respect to any partnership, trust or similar interest held by the Corporation.

**Section 4.7 Chief Operating Officer.**

The chief operating officer, if any, of the Corporation shall be subject to the direction and control of the president, the chief executive officer, and the board of directors, and in the absence of the president or the chief executive officer shall manage the business of the Corporation. The chief operating officer may execute contracts, deeds and other instruments on behalf of the Corporation. In the absence of the president or the chief executive officer or in the event of their disability, inability or refusal to act, the chief operating officer shall perform the duties and exercise the power of the president or the chief executive officer. In the absence of the president or the chief executive officer, the chief operating officer shall have full authority on behalf of the Corporation to attend any meeting, give any waiver, cast any vote, grant any discretionary or directed proxy to any person, and exercise any other rights of ownership with respect to any shares of capital stock or other securities held by the Corporation and issued by any other corporation or with respect to any partnership, trust or similar interest held by the Corporation.

**Section 4.8 Chief Financial Officer.**

The chief financial officer, if any, shall be responsible for the control of the financial records and funds of the Corporation and the custody of all securities owned by the Corporation. The chief financial officer shall perform such other duties as the board, the chairman of the board, the president, the chief executive officer or, in the absence of the president or the chief executive officer, the chief operating officer may from time to time prescribe or delegate to him.

**Section 4.9 Vice President.**

Each vice president, if any, shall perform such functions as may be prescribed by the board of directors, the president, the chief executive officer or the chief operating officer.

Each vice president may execute contracts, deeds and other instruments on behalf of the Corporation. Upon the death, disability or absence of the president, the chief executive officer and the chief operating officer, the vice president (or if more than one holds office, the vice president among those present who has held such office for the longest continuous period, unless another method of selection has been established by resolution of the board of directors) shall perform the duties and exercise the powers of the president, the chief executive officer, and the chief operating officer. Each vice president shall perform such other duties as the board, the chairman of the board, the president, the chief executive officer, or the chief operating officer may from time to time prescribe or delegate to him.

**Section 4.10 Secretary.**

The secretary shall give, or cause to be given, notice of all meetings of the stockholders and, upon the request of a person entitled to call a special meeting of the board of directors, he shall give notice of any such special meeting. He shall keep the minutes of all meetings of the stockholders, the board of directors, or any committee established by the board of directors. The secretary shall be responsible for the maintenance of non-financial records of the Corporation and may attest documents on behalf of the Corporation. The secretary shall perform such other duties as the board, the chairman of the board, the president, the chief executive officer or the chief operating officer may from time to time prescribe or delegate to him. Each assistant secretary shall have all power and authority of the secretary unless otherwise determined by the board.

**Section 4.11 Treasurer.**

In the absence of the chief financial officer, the treasurer shall be responsible for the control of the financial records and the funds of the Corporation and the custody of all securities owned by the Corporation. The treasurer shall perform such other duties as the board, the chairman of the board, the president, the chief executive officer, the chief operating officer or the chief financial officer may from time to time prescribe or delegate to him. Each assistant treasurer shall have all power and authority of the treasurer unless otherwise determined by the board.

**Section 4.12 Compensation.**

Officers shall receive such compensation, if any, for their services as may be authorized or ratified by the board of directors. Election or appointment as an officer shall not of itself create a right to compensation for services performed as such officer.

**ARTICLE VII**

**SEAL**

The board of directors may adopt a seal which, when adopted, shall constitute the corporate seal of the Corporation.

**ARTICLE VIII**

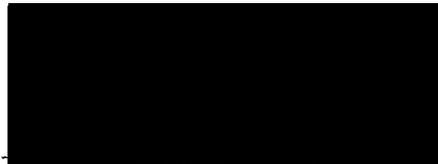
**FISCAL YEAR**

The Corporation's fiscal year shall be established from time to time by the board of directors.

**ARTICLE IX**

**AMENDMENTS**

These bylaws may be altered, amended or repealed at any regular meeting of the stockholders (or at any special meeting thereof duly called for that purpose), provided that in the notice of the special meeting, notice of such purpose is given. The board of directors may, by majority vote of the entire board of directors alter, amend or repeal these bylaws, or enact such other bylaws as in their judgment may be advisable for the regulation of the conduct of the affairs of the Corporation.

A large black rectangular redaction box covering the signature of Paul R. Driscoll.

Paul R. Driscoll, Secretary





There have been no changes in the Proposer's organization or major participants since submission of the SOQ.





## Legal Issues, Liabilities or Proceedings

### DRAGADOS/FLATIRON/SHIMMICK JOINT VENTURE

#### Part A, Section 8.3.1

##### (a) Legal Issues

Dragados/Flatiron/Shimmick Joint Venture does not have any legal issues to report since SOQ submission, nor are there any anticipated significant federal or state legal issues which must be resolved in order to carry out the Project and its obligations.

##### (b) Legal Liabilities

Dragados/Flatiron/Shimmick Joint Venture does not have any such legal liabilities, as defined in Part A, Section 8.3.1: Legal Liabilities, of the RFQ, to report since the SOQ submission.

##### (c) Legal Proceedings

Dragados/Flatiron/Shimmick Joint Venture is not party to legal proceedings, as defined in Part A, Section 8.3.1: Legal Proceedings of the RFQ, to report since SOQ submission.

Dragados/Flatiron/Shimmick Joint Venture

By 

Date: 10/28/2014

Name: Alejandro Canga Botteghelz

Title: Attorney-in-Fact

3200 Park Center Drive, Suite 600, Costa Mesa, Ca 92626  
Phone: 657.229.7800 Fax: 657.229.7637

*Dragados USA, Inc. is an equal opportunity employer*

## Legal Issues, Liabilities or Proceedings

### DRAGADOS USA, INC.

#### Part A, Section 8.3.1

##### (a) Legal Issues

Dragados USA, Inc. does not have any legal issues to report since SOQ submission, nor are there any anticipated significant federal or state legal issues which must be resolved in order to carry out the Project and its obligations.

##### (b) Legal Liabilities

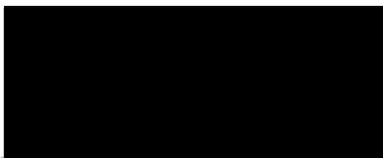
Dragados USA, Inc. does not have any such legal liabilities, as defined in Part A, Section 8.3.1: Legal Liabilities, of the RFQ, to report since the SOQ submission.

##### (c) Legal Proceedings

Dragados USA, Inc. is not party to legal proceedings, as defined in Part A, Section 8.3.1: Legal Proceedings of the RFQ, to report since SOQ submission.

Dragados USA, Inc.

By:



Date:

10/15/2014

Name: Alejandro Canga Botteghelz

Title: West Coast President

3200 Park Center Drive, Suite 600, Costa Mesa, Ca 92626  
Phone: 657.229.7800 Fax: 657.229.7637

*Dragados USA, Inc. is an equal opportunity employer*

*Build the Best. **Be the Best.***



**Flatiron**  
Flatiron West Inc.  
2100 Goodyear Road  
Benicia, CA 94510  
707-742-6000MAIN  
707-746-0849 FAX  
[www.flatironcorp.com](http://www.flatironcorp.com)

October 21, 2014

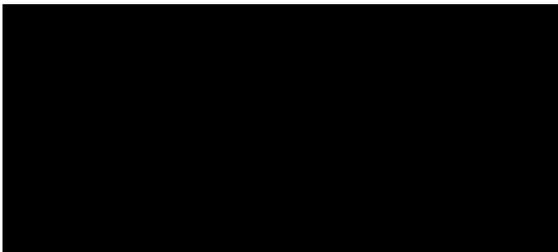
California High Speed Rail Authority  
Program Management  
Attention: Rebecca Harnagel, P.E.  
770 L Street, Suite 800  
Sacramento, CA 95814

Re: Legal Issues, Liabilities or Proceedings

Dear Ms. Harnagel:

Flatiron West, Inc. certifies that there have been no additional legal issues, liabilities or proceedings since the SOQ submission.

Sincerely,



Richard Grabinski  
Vice President  
Flatiron West, Inc.



General Engineering Contractor  
State License No. 594575

October 28, 2014

## **Legal Issues, Liabilities or Proceedings**

### **Part A, Section 8.3.1**

#### **(a) Legal Issues**

Shimmick Construction Company, Inc. ("Shimmick") does not have any legal issues to report since SOQ submission, nor are there any anticipated significant federal or state legal issues which must be resolved in order to carry out the Project and its obligations.

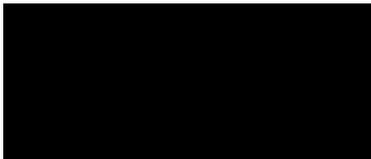
#### **(b) Legal Liabilities**

Shimmick does not have any legal liabilities, as defined in Part A, Section 8.3.1 of the RFQ ("Legal Liabilities") to report since the SOQ submission.

#### **(c) Legal Proceedings**

Shimmick is not party to legal proceedings, as defined in Part A, Section 8.3.1 of the RFQ ("Legal Proceedings") that must be reported since the SOQ submission.

Shimmick Construction Company, Inc.



Scott Fairgrieve  
Chief Financial Officer