



 CALIFORNIA
High-Speed Rail Authority

VOLUME 1

January 18, 2013

INITIAL CONSTRUCTION SECTION CONSTRUCTION PACKAGE #1

RFP No.: HSR 11-16

Required Documents

TutorPerini



ZACHRY®

PARSONS



Form A - Proposer Transmittal Letter

Form A. Transmittal Letter

PROPOSER: Tutor Perini/Zachry/Parsons

Proposal Date: January 18, 2013

California High Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

Attn: Elizabeth Stone

The undersigned Proposer submits this proposal in response to that certain Request for Proposals No. HSR 11-16 dated as of March 22, 2012, 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.8.2.7.

Proposer acknowledges receipt, understanding, and full consideration of all materials posted on and 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 acknowledges receipt of the following Addenda and sets of questions and responses:

Addenda	Release Date
Addendum No. 1	April 30, 2012
Addendum No. 2	June 5, 2012
Addendum No. 3	July 2, 2012
Addendum No. 4	August 22, 2012
Addendum No. 5	October 29, 2012
Addendum No. 6	November 13, 2012
Addendum No. 7	December 14, 2012
Addendum No. 8	December 26, 2012
Addendum No. 9	January 8, 2013

The Authority's responses to the Proposer's Request for Information and Clarification No. 1 through No. 736 were issued in a series of emails to all Proposers to the addresses on file with the Authority.

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.

If the Authority decides to use a community service agreement for the Project, Proposer agrees to execute a letter of assent agreeing to be bound by the Community Benefits Agreement.

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 Proper 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 agreed 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.

Proposer's business address:

15901 Olden Street

No.	Street			Floor or Suite
Sylmar		California	91342	USA
City		State or Province	ZIP or Postal Code	Country

State or Country of Incorporation/Formation/Organization: California

Note: Proposer signature block to be added. The Transmittal Letter is to be executed by the Proposer's duly authorized Official Representative identified on Cert. 1. If the Proposer has not yet been formed, each Principal Participant must designate the same Official Representative on Cert. 1, and the Transmittal Letter must be executed by the Official Representative on behalf of each of the Principal Participants.



**The California High-Speed Rail Authority – Construction Package #1 of the Initial
Construction Section of the California High Speed Train System in California’s
Central Valley**

Form A. Transmittal Letter

Executed on this 14th day of January 2013 at Sylmar, California

Tutor Perini/Zachry/Parsons, a Joint Venture

By: 

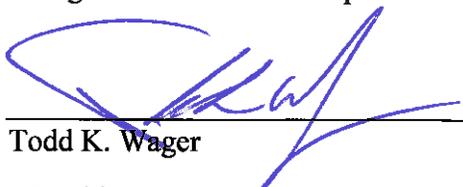
Ronald N. Tutor

Title: Chairman & Chief Executive Officer
Tutor Perini Corporation
JV Management Committee Representative

By: 

Jean Abiassi

Title: President and Chief Operating Officer
Zachry Construction Corporation
JV Management Committee Representative

By: 

Todd K. Wager

Title: President
Parsons Transportation Group Inc.
JV Management Committee Representative

The California High-Speed Rail Authority – Construction Package #1 of the Initial Construction Section of the California High Speed Train System in California’s Central Valley

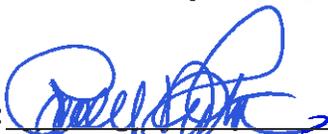
POWER OF ATTORNEY

The Undersigned Ronald N. Tutor, Jean Abiassi and Todd K. Wager, the Joint Venture Management Committee Representatives, of Tutor Perini/Zachry/Parsons, a Joint Venture, a California Joint Venture, do hereby appoint Ronald N. Tutor on behalf of Tutor Perini/Zachry/Parsons, a Joint Venture as its attorney-in-fact to act as the authorized representative for each joint venture member in its place for the purposes of executing a Proposal for and executing and entering into Construction Package #1 of the Initial Construction Section of the California High Speed Train System in California’s Central Valley with the California High-Speed Rail Authority, and to represent and bind Tutor Perini/Zachry/Parsons, a Joint Venture (and its general partners and joint venture members, if any) in all matters in connection with the submission of such Proposal and the execution of a Contract on the terms and conditions set out in the Proposal.

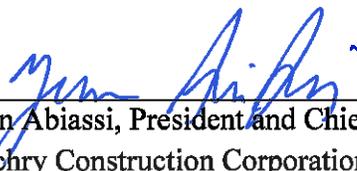
Tutor Perini/Zachry/Parsons, a Joint Venture, further grants to its attorney in fact full authority to act in any manner both proper and necessary to the exercise of the foregoing powers, and ratifies every act that he or she may lawfully perform in exercising those powers.

Executed on this 9th day of January 2013 at Sylmar, California

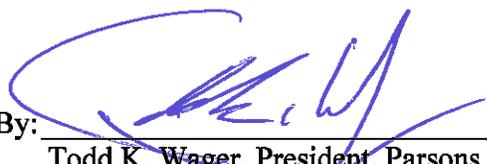
Tutor Perini/Zachry/Parsons, a Joint Venture

By: 

Ronald N. Tutor, Chairman & Chief Executive Officer,
Tutor Perini Corporation, Proposer’s Official
Representative

By: 

Jean Abiassi, President and Chief Operating Officer,
Zachry Construction Corporation, JV Management
Committee Representative

By: 

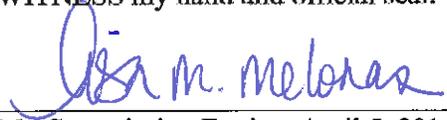
Todd K. Wager, President, Parsons Transportation Group
Inc., JV Management Committee Representative

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

On January 10, 2013, before me, Lisa M. Melonas, Notary Public, personally appeared **Ronald N. Tutor and Jean Abiassi**, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.



My Commission Expires April 5, 2016 (SEAL)



Doc: RFP No: HSR 11-16 / Power of Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On January 14, 2013 before me, Grace Marie Vargas Carrillo Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Todd K. Wager
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Grace Marie Vargas Carrillo*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Tutor Perini Corporation
15901 Olden Street
Sylmar, CA 91342
Tel: 818/362-8391 Fax: 818/367-5379

Tutor Perini

Over a Century of Excellence

SECRETARY'S CERTIFICATE

I, Lisa M. Melonas, do hereby certify that I am the Assistant Secretary and Clerk of Tutor Perini Corporation, a corporation duly organized and existing under the laws of the State of Massachusetts (hereinafter the "Corporation"), and that as such I have access to and custody of the corporate records and minute books of the Corporation; and

I further certify:

1. That at a Regular Meeting of the Board of Directors of Tutor Perini Corporation, duly and legally held on March 16, 2005, at which meeting a quorum was present and voting throughout, the following resolution was unanimously adopted:

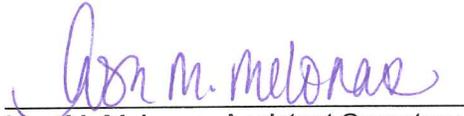
"VOTED: That the Chairman, President, Chief Executive Officer, Chief Financial Officer, any Executive Vice President, any Senior Vice President or Treasurer of the Corporation, be, and each of them hereby is authorized to execute and deliver, on behalf of and in the name of the Corporation, applications, bids, bonds, deeds, financial instruments, agreements, contracts, subcontracts, limited liability company, partnership and joint venture agreements (with other corporations, partnerships, limited liability companies, joint ventures or individuals), reports, proofs of loss, affidavits or instruments or documents, to execute powers of attorney authorizing others to do any of the foregoing and to designate other appropriate officers or employees of the Corporation to exercise any of the foregoing powers, all as may be necessary or appropriate to the conduct of the Corporation's business as it may be conducted from time to time. By way of example and not by way of limitation, the above-mentioned officers, employees and attorneys-in-fact are authorized to tender bids and negotiate proposals for construction projects, to enter into agreements, contracts, subcontracts, partnership and joint venture agreements for any such project, to sign consents of surety and proofs of loss in connection with insurance claims and to acquire, lease, or sell and convey property of any description, both real and personal, and to make, execute and deliver limited liability company agreements, deeds, bills of sale, leases, releases and conveyances of any character and to do and perform all other acts as may be deemed necessary or advisable in connection with any of the foregoing; and further

VOTED: That the Chairman, President, Chief Executive Officer, Chief Financial Officer, any Executive Vice President, any Senior Vice President or Treasurer of this Corporation, acting singly be, and he hereby is, authorized and empowered from time to time to do any and all things, to take any and all actions which in his judgment may be necessary or advisable to fully carry out the intent of the foregoing vote."

2. That the above resolutions appear on record in the minute book of Tutor Perini Corporation as of this date and has not been amended or modified;

3. That Ronald N. Tutor is the duly authorized Chairman and Chief Executive Officer of Tutor Perini Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Tutor Perini Corporation this 9th day of January, 2013.



Lisa M. Melonas, Assistant Secretary

(Corporate Seal)

**CERTIFICATE OF SECRETARY
OF ZACHRY CONSTRUCTION CORPORATION**

I CERTIFY THAT:

I am the duly qualified and acting Secretary of Zachry Construction Corporation, a duly organized and existing Delaware corporation (the "Corporation"). As Secretary of Zachry Construction Corporation, I am keeper of the corporate records and certify:

That I attach hereto true, correct and complete copies of:

- Articles of Incorporation of ZCC Corporation (later known as Zachry Construction Corporation), as filed with the Secretary of State of Delaware on May 3, 2007 (**Attachment 1**);
- Articles of Amendment of ZCC Corporation, changing the name of ZCC Corporation to Zachry Construction Corporation, filed with the Secretary of State of Delaware on December 7, 2007, and made effective January 1, 2008 (**Attachment 2**);
- Bylaws of Zachry Construction Corporation (**Attachment 3**).

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said Corporation this 5th day of December, 2012.

(S E A L)



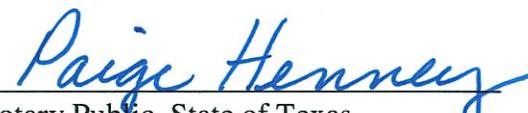
Thomas Coyt Webb, Secretary
Zachry Construction Corporation

STATE OF TEXAS *

*

COUNTY OF BEXAR *

This instrument was acknowledged before me on the 5th day of December 2012, by Thomas Coyt Webb, Secretary of Zachry Construction Corporation.



Notary Public, State of Texas



PARSONS TRANSPORTATION GROUP INC.

Certificate of Secretary

The undersigned, Armond Tatevossian, being the Assistant Secretary of Parsons Transportation Group Inc., an Illinois corporation, (the "Company"), does hereby certify that:

a) Todd K. Wager is the duly appointed President of the Company, having initially been appointed to said capacity on October 15, 2012, by the Board of Directors in accordance with the Bylaws of the Company;

b) The appointment of Mr. Wager as President of the Company has not been rescinded and remains in full force and effect as of the date of this certificate; and

c) According to the Bylaws of the Company, Mr. Wager has the authority to bind the Company and to execute documents in the name of, and on behalf of, the Company, including the California High-Speed Train Project RFP No. HSR 11-16, Initial Construction Segment for the California High-Speed Rail Authority.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of January 14, 2013.



Armond Tatevossian
Assistant Secretary



Form E - Identification of Proposer Team Members

Form E. Identification of Proposer Team Members

Proposer: Tutor Perini/Zachry/Parsons

NAME OF EACH TEAM MEMBER	ROLE IN ORGANIZATION⁴
Tutor Perini/Zachry/Parsons, a Joint Venture	Principal Participant
Tutor Perini Corporation	Principal Participant
Zachry Construction Corporation	Principal Participant
Parsons Transportation Group Inc.	Principal Participant/Lead Engineering Firm
AMEC Environment & Infrastructure	Subcontractor for design
CHS Consulting Group	Subcontractor for design
Citadel CPM, Inc.	Subcontractor for design
Cor-Ray Painting Co., Inc.	Subcontractor for construction
Dillard Environmental Services	Subcontractor for construction
Earth Mechanics, Inc.	Subcontractor for design
Environmental Science Associates	Subcontractor for design
G & C Equipment	Subcontractor for construction
Innovative, Inc.	Subcontractor for construction
Korea Rail Network Authority	Subcontractor for design

⁴ Principal Participant, Lead Engineering Firm, Subcontractor for construction, Subcontractor for design.



Form E. Identification of Proposer Team Members

Proposer: Tutor Perini/Zachry/Parsons

NAME OF EACH TEAM MEMBER	ROLE IN ORGANIZATION⁴
J. Kroeker, Inc.	Subcontractor for construction
Lee Andrews Group, Inc.	Subcontractor for design
Landavazo Bros. Inc.	Subcontractor for construction
Martinez Steel Corp.	Subcontractor for construction
M.A. Steiner Construction	Subcontractor for construction
MGE Engineering, Inc.	Subcontractor for design
OPAC Consulting Engineers, Inc.	Subcontractor for design
Precision Civil Engineering	Subcontractor for design
Provost & Pritchard Consulting Group	Subcontractor for design
Psomas	Subcontractor for design
RailPros, Inc.	Subcontractor for design
Ruettgers & Schuler Civil Engineers	Subcontractor for design
SPER Contracting Corp.	Subcontractor for construction
STV Incorporated	Subcontractor for design

⁴ Principal Participant, Lead Engineering Firm, Subcontractor for construction, Subcontractor for design.



Form E. Identification of Proposer Team Members

Proposer: Tutor Perini/Zachry/Parsons

NAME OF EACH TEAM MEMBER	ROLE IN ORGANIZATION ⁴
SYSTRA Consulting, Inc.	Subcontractor for design
Valverde Construction, Inc.	Subcontractor for construction
Willdan Engineering	Subcontractor for design
WKE Inc.	Subcontractor for design
WRECO	Subcontractor for design

⁴ Principal Participant, Lead Engineering Firm, Subcontractor for construction, Subcontractor for design.





Cert. 1 - General Proposer Certification

Cert. 1 General Proposer Certification

Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

N/A, Proposer is a newly formed Joint Venture entity.

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

[Empty box for parent company information]

Parent Company Employer Identification Number

[Empty box for parent company EID number]

Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: _____

Age of firm: _____ years _____ Months (Newly formed Joint Venture entity)

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

Offering Organization Name, Address, and Telephone

Tutor Perini / Zachry / Parsons, a Joint Venture
 15901 Olden Street, Sylmar, California 91342
 (818) 362-8391



Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
Tutor Perini Corporation	Managing Sponsor	50%
Zachry Construction Corporation	Member	25%
Parsons Transportation Group	Member	25%

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:



Signature of Certifying Representative

Ronald N. Tutor

Printed Name

Chairman and Chief Executive Officer

Title Tutor Perini Corporation
Proposer's Official Representative

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

Tutor Perini / Zachry / Parsons, a Joint Venture
15901 Olden Street, Sylmar, California 91342
(818) 362-8391



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

Tutor Perini/Zachry/Parsons, a Joint Venture 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: 

Print Name: Ronald N. Tutor

Title: Official Representative

Date: January 10, 2013

Cert. 1 General Proposer Certification

Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

Parent Company Employer Identification Number

Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual
 a sole proprietorship
 a partnership
 a corporation
 a Limited Liability Company (LLC)
 a Joint Venture
 Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: Massachusetts

Age of firm: 119 years 0 Months (Incorporation since 1918.)

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million
 \$500 Million to \$1 Billion
 >\$1 Billion

Offering Organization Name, Address, and Telephone

Tutor Perini Corporation
 15901 Olden Street, Sylmar, California 91342
 (818) 362-8391



Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

Signature of Certifying Representative

Ronald N. Tutor

Printed Name

Chairman and CEO

Title

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

Tutor Perini Corporation
15901 Olden Street, Sylmar, California 91342
(818) 362-8391



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

Tutor Perini Corporation 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By:  _____

Print Name: Ronald N. Tutor

Title: Chairman and CEO

Date: January 10, 2013

Cert. 1 General Proposer Certification

Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Empty box for Employer's Identification number]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

Zachry Construction and Materials, Inc.
P. O. Box 33240
San Antonio, TX 78265
P) 210.871.2700

Parent Company Employer Identification Number

26-0868629

Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: Delaware

Age of firm: 5 years 7 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

Offering Organization Name, Address, and Telephone

Zachry Construction Corporation
P. O. Box 33240
San Antonio, TX 78265
P) 210.871.2700



Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
N/A		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:



 Signature of Certifying Representative
Mr. Jean Abiassi, P.E.,

 Printed Name
President and Chief Operating Officer

 Title

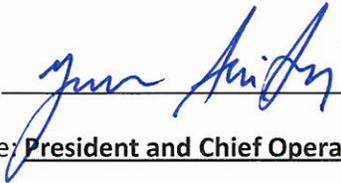
**Offering Organization Name,
Address, and Telephone**

Zachry Construction Corporation
 P. O. Box 33240
 San Antonio, TX 78265
 P) 210.871.2700



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

Zachry Construction Corporation 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By:  _____

Print Name: Mr. Jean Abiassi, P.E.

Title: President and Chief Operating Officer

Date: December 20, 2012

Cert. 1 General Proposer Certification

Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Empty box for Employer's Identification number]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

Parsons Corporation
100 W. Walnut Street
Pasadena, CA 91124
(626) 440-2000

Parent Company Employer Identification Number

[Redacted box for Parent Company Employer Identification Number]

Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: _____

Age of firm: 84 years 0 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

Offering Organization Name, Address, and Telephone

Parsons Transportation Group Inc.
100 M Street SE, Suite 1200
Washington, D.C. 20003
(202) 775-3382



Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
Tutor Perini Corporation	Tutor Perini Corporation	50%
Zachry Construction Corporation	Zachry Construction Corpor	25%
Parsons Transportation Group Inc.	Parsons Transportation Gro	25%

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

Signature of Certifying Representative

Todd Wager

Printed Name

President

Title

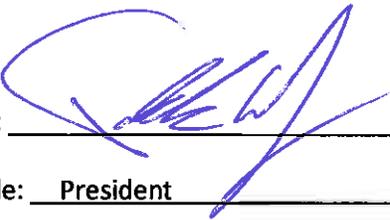
**Offering Organization Name,
Address, and Telephone**

Parsons Transportation Group Inc.
100 M Street SE, Suite 1200
Washington, D.C. 20003
(202) 775-3382



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

Parsons Transportation Group Inc. 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By:  _____
Title: President

Print Name: Todd K. Wager

Date: January 14, 2013

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

AMEC plc Global Headquarters 76-78 Old Street London, EC1V 9RU, United Kingdom	Telephone: +44 (0) 20 7539 5800 Fax: +44 (0) 20 7539 5900
---	--

Parent Company Employer Identification Number

None: all work is done under EIN of AMEC Environment & Infrastructure, Inc.

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual
 a sole proprietorship
 a partnership
 a corporation
 a Limited Liability Company (LLC)
 a Joint Venture
 Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: Nevada

Age of firm: 18 years _____ Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million
 \$500 Million to \$1 Billion
 >\$1 Billion

7. Offering Organization Name, Address, and Telephone

AMEC Environment & Infrastructure, Inc.
 2101 Webster Street, 12th Floor
 Oakland, CA 94612
 510-663-4100



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

James B French 1/4/2013

Signature of Certifying Representative

James B. French

Printed Name

Principal

Title

Offering Organization Name, Address, and Telephone

AMEC Environment & Infrastructure, Inc.
2101 Webster Street, 12th Floor
Oakland, CA 94612
510-663-4100



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

AMEC Environment & Infrastructure, Inc. 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: James B French

Print Name: James B. French

Title: Principal Engineer

Date: 1/9/2013

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

Parent Company Employer Identification Number

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual
 a sole proprietorship
 a partnership
 a corporation
 a Limited Liability Company (LLC)
 a Joint Venture
 Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: California

Age of firm: 12 years 7 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million
 \$500 Million to \$1 Billion
 >\$1 Billion

7. Offering Organization Name, Address, and Telephone Less than \$100 Million



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

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

Chi-Hsin Shao
Signature of Certifying Representative

Chi-Hsin Shao
Printed Name

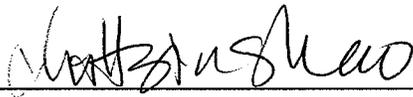
President
Title

CHS Consulting Group
130 Sutter Street, Suite 468
San Francisco, CA 94104
415.392.9688



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

CHS Consulting Group 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: 

Print Name: Chi-Hsin Shao

Title: President

Date: January 10, 2013

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; **and**

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer’s Employer’s Identification number in the box provided.

Employer ID: XXXXXXXXXX

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

Not Applicable

Parent Company Employer Identification Number

Not Applicable

6. Type of Business

The Proposer represents that it operates as (mark one with an “x”):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If “Other”, please explain: _____

If incorporated, enter the state under which laws the business is incorporated: California

Age of firm: 6 years 3 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

Citadel CPM, Inc. 4 East Holly Street, Suite 219 Pasadena, CA 91103 (626) 796-7926



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
Not Applicable		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:



 Signature of Certifying Representative

Fadi R. Rassam

 Printed Name

President

 Title

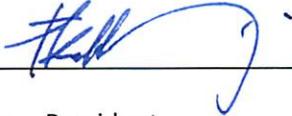
**Offering Organization Name,
Address, and Telephone**

Citadel CPM, Inc.
 4 East Holly Street, Suite 219
 Pasadena, CA 91103
 (626) 796-7926



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

Citadel CPM, Inc. 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By:  _____

Print Name: Fadi R. Rassam

Title: President

Date: 1.10.2013

Cert. 1 General Proposer Certification

Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is not owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box for Employer's Identification number]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

N/A

Parent Company Employer Identification Number

N/A

Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: CA

Age of firm: 59 years _____ Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

Offering Organization Name, Address, and Telephone

COR-RAY PAINTING CO.
 10114 SHOEMAKER AVE.
 SANTA FE SPRINGS, CA 90670
 562-906-9770



Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
N/A		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

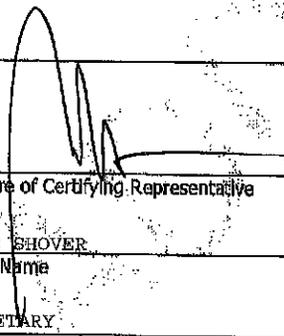
Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

Signature of Certifying Representative


 MARIE SHOVER
 Printed Name

 SECRETARY
 Title

Offering Organization Name, Address, and Telephone

COR-RAY PAINTING CO.
 10114 SHOEMAKER AVE.
 SANTA FE SPRINGS, CA 90670
 562-906-9770



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

COR-RAY PAINTING CO. _____ 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By:  _____

Print Name: MARIE SHOVER

Title: SECRETARY

Date: JANUARY 16, 2013

Cert. 1 General Proposer Certification

Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is



is not

owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

n/a

Parent Company Employer Identification Number

n/a

Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: CA

Age of firm: 25 years _____ Months

Annual gross receipts for previous year (indicate calendar or fiscal year): < \$12M

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

Offering Organization Name, Address, and Telephone

DILLARD ENVIRONMENTAL SERVICES
PO BOX 579
BYRON, CA 94514 (925) 634-6850



Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
n/a		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

Melina Roach
Signature of Certifying Representative

MELISSA ROACH
Printed Name

VICE PRESIDENT
Title

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

DILLARD ENVIRONMENTAL SERVICES
PO BOX 579
BYRON, CA 94514
(925) 634-6850



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

Dillard Environmental Services 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: Melissa Roach

Print Name: MELISSA ROACH

Title: VICE PRESIDENT

Date: 1/15/13

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; **and**

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer’s Employer’s Identification number in the box provided.

[Redacted box]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

[Empty box for parent company information]

Parent Company Employer Identification Number

[Empty box for parent company EID number]

6. Type of Business

The Proposer represents that it operates as (mark one with an “x”):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If “Other”, please explain: _____

If incorporated, enter the state under which laws the business is incorporated: CA

Age of firm: 23 years 11 Months

Annual gross receipts for previous year (indicate calendar or fiscal year): \$11 Million

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

Earth Mechanics, Inc.
 17800 Newhope Street, Suite B
 Fountain Valley, CA 92708
 Tel: 714-751-3826



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:



 Signature of Certifying Representative

Hubert Law, PhD, PE

 Printed Name

Vice President

 Title

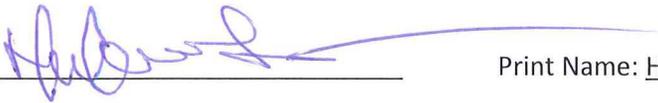
**Offering Organization Name,
 Address, and Telephone**

Earth Mechanics, Inc.
 17800 Newhope Street, Suite B
 Fountain Valley, CA 92708
 Tel: 714-751-3826



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

Earth Mechanics, Inc. 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By:  _____ Print Name: Hubert Law, PhD, PE _____
Title: Vice President _____ Date: January 9, 2013 _____

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

N/A

Parent Company Employer Identification Number

N/A

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: CA

Age of firm: 43 years 5 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion
- ESA's gross receipts in 2011 were \$52.2M.

7. Offering Organization Name, Address, and Telephone

N/A



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
N/A		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

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



 Signature of Certifying Representative

Eric J. Ruby

 Printed Name

Senior Vice-President & COO

 Title

Environmental Science Associates (ESA)
 550 Kearny St., Suite 800
 San Francisco, CA 94108
 (415) 896-5900



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

ENVIRONMENTAL SCIENCE ASSOCIATION 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By:  E.S.A.
Title: SENIOR V.P.

Print Name: ERIC J. RUBY
Date: 1-9-13

Cert. 1 General Proposer Certification

Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; **and**

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is not owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

[Redacted box]

Parent Company Employer Identification Number

[Redacted box]

Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: California

Age of firm: 31 years 10 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

Offering Organization Name, Address, and Telephone

G&C Equipment Corporation
1875 W. Redondo Beach Blvd #102
Gardena, CA 90247



Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
N/A		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

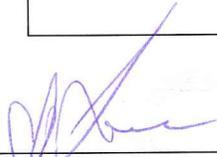
- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

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

Signature of Certifying Representative



Printed Name

Cliff Lowe

Title

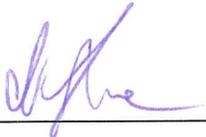
Project Manager

GTC Equipment Corporation
 1875 W. Redondo Beach Blvd #102
 Gardena, CA 90247



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

GHC Equipment Corporation 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: 

Print Name: Cliff Lane

Title: Project Manager

Date: 1-10-13

Cert. 1 General Proposer Certification

Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE). [REDACTED]

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is not owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided

[Redacted box]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

N/A

Parent Company Employer Identification Number

[Empty box]

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: CA

Age of firm: 9 years 1 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

Innovative, Inc. 661 718 2351 Pn
 42335 50th St. W #104 661 718 1013 fax
 Quartz Hill CA 93536



Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert 1 for each member and financially liable party and attach it to the RFP

Name of Firm	Role	Financial Liability

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

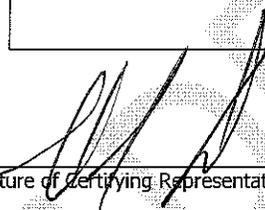
Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:



 Signature of Certifying Representative
Stephen T. Timm

 Printed Name
President

 Title

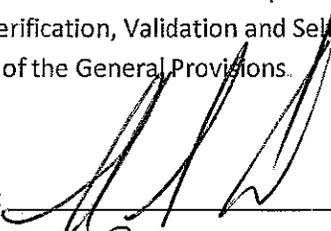
**Offering Organization Name,
Address, and Telephone**

Innovative, Inc. (661) 718-2351
 42335 50th St. W. # 104
 Quartz Hill, CA 93536



ATTACHMENT 2 TO CERT. 1
Verification, Validation and Self-Certification

Innovative, Inc 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: 
Title: President

Print Name: Stephen T. Timm
Date: 1/16/13

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; **and**

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

KRNA's Identification number is same with, so called, business registration number in Korea identification Number(business registration number) : XXXXXXXXXX

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

Does not apply

Parent Company Employer Identification Number

Does not apply

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual
 a sole proprietorship
 a partnership
 a corporation
 a Limited Liability Company (LLC)
 a Joint Venture
 Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: _____

Age of firm: 9 years Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

\$100 to \$500 Million
 \$500 Million to \$1 Billion
 >\$1 Billion

7. Offering Organization Name, Address, and Telephone

Name : Korea Rail Network Authority
 Address : 242, Jungang-Ro, Dong Gu, Daejeon City 300-731, Korea
 Tel : +82-42-607-3417



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
Does not apply		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

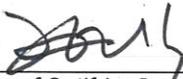
Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:



Signature of Certifying Representative

Geun-Sik, Kang

Printed Name

Executive Director

Title

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

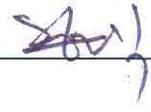
Name : Korea Rail Network Authority
 Address : 242, Jungang-Ro, Dong Gu, Daejeon
 City 300-731, Korea
 Tel : +82-42-607-3417



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

Korea Rail Network Authority 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: Korea Rail Network Authority

Print Name: Geun-Sik, Kang 

Title: Executive Director

Date: January 2013

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is not owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

N/A

Parent Company Employer Identification Number

N/A

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: California

Age of firm: 4 years 4 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

J.Kroeker Inc
748 W Heritage Ave
Clovis Ca 93619



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
N/A		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

[Empty text box for explanation]

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

[Empty text box for explanation]

Jill Kroeker

Signature of Certifying Representative

Jill Kroeker

Printed Name

President / Owner

Title

Offering Organization Name, Address, and Telephone

J. Kroeker Inc
748 W Heritage Ave
Clovis CA 93619



ATTACHMENT 2 TO CERT. 1
Verification, Validation and Self-Certification

J. Kroeker Inc 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: 

Print Name: Jill Kroeker

Title: President / Owner

Date: January 2, 2013

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; **and**

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

NA

Parent Company Employer Identification Number

NA

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: NA

If incorporated, enter the state under which laws the business is incorporated: California

Age of firm: 19 years 9 Months

Annual gross receipts for previous year (indicate calendar or fiscal year): < \$100 Million

\$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

Lee Andrews Group, Inc.
818 West 7th Street, Suite 750
Los Angeles, CA 90017
213-891-2965 P



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
NA		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

NA

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

NA



Signature of Certifying Representative

Donna Andrews
Printed Name

President
Title

Offering Organization Name, Address, and Telephone

Lee Andrews Group, Inc.
818 West 7th Street
Suite 750
Los Angeles, CA 90017
213-891-2965 P



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

Lee Andrews Group, Inc. 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By:  _____
Title: President _____

Print Name: Donna Andrews

Date: January 11, 2013

Cert. 1 General Proposer Certification

Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

N/A

Parent Company Employer Identification Number

N/A

Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual
- a sole proprietorship
- a partnership
- a corporation
- a Limited Liability Company (LLC)
- a Joint Venture
- Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: CA

Age of firm: 23 years _____ Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million
- \$500 Million to \$1 Billion
- >\$1 Billion

Offering Organization Name, Address, and Telephone

LANDAVAZO BROS, INC
29280 PACIFIC ST
HAYWARD CA 94544 510-581-7104



Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
N/A		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

N/A

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:



Signature of Certifying Representative

DERRICK R. LANDAVAZO

Printed Name

TREASURER

Title

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

LANDAVAZO BROS INC
29280 PACIFIC ST
HAYWARD CA 94544
510-581-7104



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

LANDAVAZO BROU INC 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: 

Print Name: DERRICK P. LANDAVAZO

Title: TREASURER

Date: 1-1-2013

Cert. 1 General Proposer Certification

Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is not owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

N/A

Parent Company Employer Identification Number

N/A

Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual
 a sole proprietorship
 a partnership
 a corporation
 a Limited Liability Company (LLC)
 a Joint Venture
 Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: Calif.

Age of firm: 18 years 9 Months

Annual gross receipts for previous year (indicate calendar or: fiscal year):

- ~~\$10,000,000.00~~
 \$100 to \$500 Million
 \$500 Million to \$1 Billion
 >\$1 Billion

Offering Organization Name, Address, and Telephone

Martinez Steel Corporation
 1420 N. Claremont Blvd. Ste 108-A
 Claremont, CA 91711



Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
N/A		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

Debbie A. Martinez
 Signature of Certifying Representative

Debbie A. Martinez
 Printed Name

Corporate Secretary
 Title

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

Martinez Steel Corporation
 1420 N. Claremont Blvd. Ste 108-A
 Claremont, CA 91711



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

Martinez Steel Corporation 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: *Debbie A. Martinez*

Print Name: Debbie A. Martinez

Title: Corporate Secretary

Date: 1/16/13

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; **and**

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box for Employer's Identification number]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

[Redacted box for Name of Parent Company, Main Office Mailing Address, and Telephone]

Parent Company Employer Identification Number

[Redacted box for Parent Company Employer Identification Number]

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: _____

Age of firm: 1 years 10 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

MAS
M. A. Steiner Construction
8999 Greenback Lane, 2nd Floor
Orangevale, CA 95662

916-988-6300



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
N/A		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:



Signature of Certifying Representative

MARTIN A. STEINER

Printed Name

OWNER

Title

Offering Organization Name, Address, and Telephone

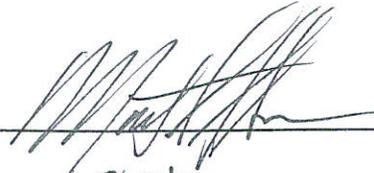
M. A. Steiner Construction
 8999 Greenback Lane, 2nd Floor
 Orangevale, CA 95662.

916-988-6300



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

MARTIN A. STEINER 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: 
Title: OWNER

Print Name: MARTIN A. STEINER
Date: 1/8/2013

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

N/A

Parent Company Employer Identification Number

N/A

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: California

Age of firm: 22 years 6 Months

Annual gross receipts for previous year (indicate calendar or fiscal year): \$5-\$10 million

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

MGE Engineering, Inc.
 7415 Greenhaven Drive, Suite 100
 Sacramento, CA 95831
 916-421-1000



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
N/A		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

H. Fred Huang

Signature of Certifying Representative

H. Fred Huang, PE

Printed Name

President

Title

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

MGE Engineering, Inc.
 7415 Greenhaven Drive, Suite 100
 Sacramento, CA 95831
 916-421-1000



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

MGE Engineering, Inc. 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: 

Print Name: H. Fred Huang

Title: President

Date: 1-9-13

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; **and**

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

Parent Company Employer Identification Number

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual
 a sole proprietorship
 a partnership
 a corporation
 a Limited Liability Company (LLC)
 a Joint Venture
 Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: California

Age of firm: 21 years 3 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million
 \$500 Million to \$1 Billion
 >\$1 Billion

7. Offering Organization Name, Address, and Telephone

OPAC Consulting Engineers, Inc.
 315 Bay Street, 2nd Floor
 San Francisco, CA 94133
 (415) 989-4551



8. Additional Information

a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability

b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

[Empty box for explanation]

c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

[Empty box for explanation]



Signature of Certifying Representative

Kwong M. Cheng

Printed Name

President

Title

Offering Organization Name, Address, and Telephone

OPAC Consulting Engineers, Inc.
 315 Bay Street, 2nd Floor
 San Francisco, CA 94133
 (415) 989-4551



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

OPAC Consulting Engineers, Inc. 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: 

Print Name: Kwong M. Cheng

Title: President

Date: January 9, 2013

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

N/A

Parent Company Employer Identification Number

N/A

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: _____

Age of firm: 10 years 5 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

Precision Civil Engineering
1234 0 street
Fresno, CA 93721
(559) 449-4500



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
N/A		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

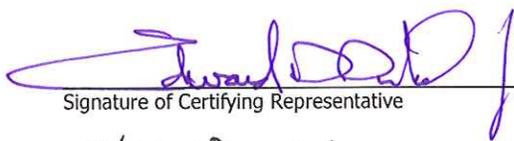
Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:



Signature of Certifying Representative

Edward Dunkel Jr.

Printed Name

President/CEO

Title

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

Precision Civil Engineering
1234 0 street
Fresno, CA 93721
(559) 449-4500



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

Precision Civil Engineering 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By:  _____
Title: President / CEO

Print Name: Edward Dumkeel, Jr.

Date: 1-9-13

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box for Employer's Identification number]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

[Redacted box for Parent Company Information]

Parent Company Employer Identification Number

[Redacted box for Parent Company Employer Identification Number]

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: CA

Age of firm: 44 years 3 Months

Annual gross receipts for previous year (indicate calendar or fiscal year): < \$20 Million

\$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

PROVOST & PRITCHARD CONSULTING GROUP
286 W. CROMWELL AVE.
FRESNO CA 93711
(559) 449-2700



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

[Empty box for explanation]

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

[Empty box for explanation]



 Signature of Certifying Representative
 MICHAEL G. TAYLOR

 Printed Name
 SEC-TREAS.

 Title

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

PROVOST & PRITCHARD
 CONSULTING GROUP
 286 W. CROMWELL AVE.
 FRESNO CA 93711
 (559) 449-2700



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

PROVOST & PRITCHARD CONSULTING GROUP

_____ 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: 

Print Name: MICHAEL G. TAYLOR

Title: SEC. TRSAS

Date: 1-9-13

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

[Empty box for parent company information]

Parent Company Employer Identification Number

[Empty box for parent company EID number]

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: CA

Age of firm: 66 years _____ Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

Psomas
 1075 Creekside Ridge Drive, Suite 200
 Roseville, CA 95678
 916.788.8122



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:



Signature of Certifying Representative

Paul Enneking, PLS
Printed Name

Vice President
Title

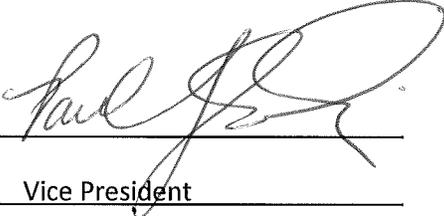
**Offering Organization Name,
Address, and Telephone**

Psomas
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
916.788.8122



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

Psomas 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: 

Print Name: Paul Enneking, PLS

Title: Vice President

Date: 1/9/2013

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

[Redacted box]

Parent Company Employer Identification Number

[Redacted box]

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: _____

Age of firm: 12 years 9 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- *Less than \$100 million
- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

RailPros, Inc.
 1 Ada, Suite 200
 Irvine, CA 92618
 714.734.8765



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

[Empty text box for explanation]

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

[Empty text box for explanation]

[Handwritten Signature]

Signature of Certifying Representative

Eric Hankinson, PE

Printed Name

President

Title

Offering Organization Name, Address, and Telephone

RailPros, Inc.
1 Ada, Suite 200
Irvine, CA 92618
714.734.8765



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

RailPros, Inc. _____ 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By:  _____ Print Name: Eric Hankinson, PE _____

Title: President _____ Date: 01/09/2013 _____

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

[Empty box for parent company information]

Parent Company Employer Identification Number

[Empty box for parent company EID number]

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: _____

Age of firm: 32 years _____ Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

Ruettgers & Schuler Civil Engineers
 1800 30th Street, Suite 260
 Bakersfield, CA 93301
 661-327-1969



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
Schuler & Associates, Inc.	Partner	45%
Ian J. Parks	Partner	30%
Sheila K. Plane	Partner	25%

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:



 Signature of Certifying Representative

John D. Schuler

 Printed Name

Owner/Principal

 Title

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

Ruettgers & Schuler Civil Engineers
 1800 30th Street, Suite 260
 Bakersfield, CA 93301
 661-327-1969



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

Ruettgers & Schuler Civil Engineers 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: 
Title: Owner/Principal

Print Name: John D. Schuler

Date: January 9, 2013

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; **and**

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

N/A

Parent Company Employer Identification Number

N/A

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: _____

Age of firm: 11 years 7 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

SPER Contracting Corp 760.471.2500
 PO BOX 502905 249.832.2600
 San Diego, Cal. 92150



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
N/A		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

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



Signature of Certifying Representative

Una Davis

Printed Name

CFO

Title

SPER Contracting Corp
 PO Box 502908
 San Diego, Cal. 92150
 760.471.2500
 209.832.2600



ATTACHMENT 2 TO CERT. 1
Verification, Validation and Self-Certification

SPEC Contracting Corp 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: 

Print Name: Uon Davis

Title: CEO

Date: 1/4/13

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

STV Group, Incorporated
 205 West Welsh Drive
 Douglassville, PA 19518

Parent Company Employer Identification Number

██████████

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual
 a sole proprietorship
 a partnership
 a corporation
 a Limited Liability Company (LLC)
 a Joint Venture
 Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: New York

Age of firm: 100 years Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million
 \$500 Million to \$1 Billion
 >\$1 Billion

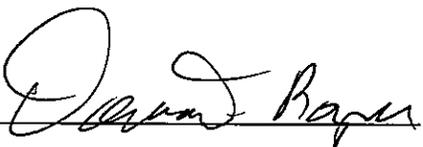
7. Offering Organization Name, Address, and Telephone

STV Incorporated
 1055 West 7th Street, Suite 3150
 Los Angeles, CA 90017
 213-482-9444



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

STV Incorporated 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: 

Print Name: David L. Borger, P.E.

Title: Senior Vice President

Date: January 10, 2013

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; **and**

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

SYSTRA USA
150 Clove Road, 7th FL
Little Falls, NJ 07424
973.873.9700

Parent Company Employer Identification Number

██████████

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual
 a sole proprietorship
 a partnership
 a corporation
 a Limited Liability Company (LLC)
 a Joint Venture
 Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: Delaware

Age of firm: 28 years 1 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

\$100 to \$500 Million
 \$500 Million to \$1 Billion
 >\$1 Billion
 <\$100 million

7. Offering Organization Name, Address, and Telephone

SYSTRA Consulting, Inc.
617 West 7th Street, Suite 602
Los Angeles, CA 900017
213.623.1888



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
N/A		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:



 Signature of Certifying Representative

Garry Hartwig

 Printed Name

Secretary & Treasurer

 Title

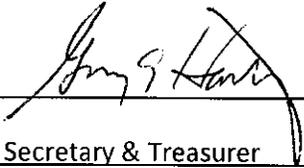
**Offering Organization Name,
Address, and Telephone**

SYSTRA Consulting, Inc.
 617 West 7th Street, Suite 602
 Los Angeles, CA 90017
 213.623.1888



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

SYSTRA Consulting, Inc. 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By:  _____
Title: Secretary & Treasurer

Print Name: Garry Hartwig

Date: 1/10/13

Cert. 1 General Proposer Certification

Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; **and**

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is not owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box for Employer's Identification number]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

[Redacted box for Name of Parent Company, Main Office Mailing Address, and Telephone]

Parent Company Employer Identification Number

[Redacted box for Parent Company Employer Identification Number]

Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: California

Age of firm: 40 years 7 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

Offering Organization Name, Address, and Telephone

Valverde Construction, Inc.
 10918 Shoemaker Avenue
 Santa Fe Springs, CA 90670

 (562) 906-1826



Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

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



Signature of Certifying Representative

Edward Valverde

Printed Name

Vice President

Title

Valverde Construction, Inc.
10918 Shoemaker Avenue
Santa Fe Springs, CA 90670
(562) 906-1826



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

Valverde Construction, Inc. 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.



By: _____

Print Name: Edward Valverde

Title: Vice President

Date: 1/10/2013

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; and

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

N/A

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

Willdan Group, Inc.
2401 East Katella Avenue, Suite 300, Anaheim, CA 92806
(714) 940-6300

Parent Company Employer Identification Number

[Redacted]

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: _____

Age of firm: 48 years 9 Months

Annual gross receipts for previous year (indicate calendar or fiscal year): <\$100 Million

\$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

Willdan Engineering
2401 East Katella Avenue, Suite 450, Anaheim, CA 92806
(714) 978-8200



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
N/A		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

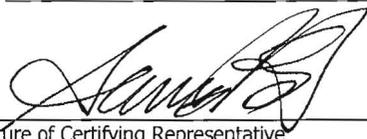
N/A

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:

N/A



Signature of Certifying Representative

Daniel T. Chow

Printed Name

President and Chief Executive Officer

Title

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

Willdan Engineering
 2401 East Katella Avenue, Suite 450
 Anaheim, CA 92806
 (714) 978-8200



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

Willdan Engineering 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By:  _____

Print Name: Daniel T. Chow

Title: President and Chief Executive Officer

Date: January 9, 2013

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; **and**

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer’s Employer’s Identification number in the box provided.

EIN # [REDACTED]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

N/A

Parent Company Employer Identification Number

N/A

6. Type of Business

The Proposer represents that it operates as (mark one with an “x”):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If “Other”, please explain: _____

If incorporated, enter the state under which laws the business is incorporated: California

Age of firm: 5 years 2 Months

Annual gross receipts for previous year (indicate calendar or fiscal year):

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

WKE Inc.
400 North Tustin Avenue, Suite 275
Santa Ana, CA 92705
(714)953-2665



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability
N/A		

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:



Signature of Certifying Representative

Wei Koo

Printed Name

President

Title

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

WKE Inc.
400 North Tustin Avenue, Suite 275
Santa Ana, CA 92705
(714) 953-2665



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

WKE, Inc. 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By:  _____

Print Name: _____ Wei Koo _____

Title: President _____

Date: Jan 9, 2013 _____

Cert. 1 General Proposer Certification

1. Contingent Fee

Except for full-time bona fide employees working solely for the Proposer, the Proposer represents as part of its offer that it: *(mark one with an "x" per statement)*

has has not employed or retained any company or persons to solicit or obtain this contract; **and**

has has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The Proposer represents, as part of its offer, that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of the contract. See General Provisions Section 9 (Interest of Public Officials).

3. Interest of Public Officials

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will have a pecuniary interest in or benefited directly or indirectly by this contract.

4. Small Business Concern

The Proposer represents as part of its offer that it *(mark one with an "x" per statement)*:

is is not a small business enterprise (SBE).

Per Title VI a Small Business Entity or SBE is defined as "a for-profit small business concern" that meets both of the following criteria:

- Is at least fifty-one (51) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- A "socially and economically disadvantaged individual" is defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets one or more of the following criteria:



- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka
- Women
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective
- "Disabled Veterans" which, as provided by California Military and Veteran Code Section 999, includes: a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "Old Scouts," the Special Philippine Scouts, and "New Scouts," who has at least a 10 percent service-connected disability and who is domiciled in the State

5. Parent Company and Identifying Data

The Proposer represents, as part of its offer, that it (mark one with an "x"):

is is not owned and controlled by a parent company.

A parent company, for purposes of this provision, is one that owns or controls the activities and basic business policies of the Proposer. To own the offering company means that the parent company must own more than fifty (50) percent of the voting rights in that company. A company may control a Proposer as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.



If the Proposer is **not** owned or controlled by a parent company, insert the Proposer's Employer's Identification number in the box provided.

[Redacted box]

If the Proposer is owned or controlled by a parent company, enter, in the boxes provided the information requested.

Name of Parent Company, Main Office Mailing Address, and Telephone

[Empty box for parent company information]

Parent Company Employer Identification Number

[Empty box for parent company EID number]

6. Type of Business

The Proposer represents that it operates as (mark one with an "x"):

- an individual a sole proprietorship a partnership a corporation
- a Limited Liability Company (LLC) a Joint Venture Other

If "Other", please explain: _____

If incorporated, enter the state under which laws the business is incorporated: CA

Age of firm: 16 years 5 Months

Annual gross receipts for previous year (indicate calendar or fiscal year): Less than below

- \$100 to \$500 Million \$500 Million to \$1 Billion >\$1 Billion

7. Offering Organization Name, Address, and Telephone

WRECO
 1243 Alpine Road, Suite 108
 Walnut Creek, CA 94596
 (925) 941-0017



8. Additional Information

- a. If the entity is a Joint Venture, Partnership, or Limited Liability Company, indicate the complete name and role of each member and each other financially liable party in the space below. Complete a separate copy of Cert. 1 for each member and financially liable party and attach it to the RFP.

Name of Firm	Role	Financial Liability

- b. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes No

If yes, please explain:

- c. Have any banks refused to lend to the firm in the last two (2) years?

Yes No

If yes, please explain:



Signature of Certifying Representative

Han-Bin Liang

Printed Name

President

Title

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

WRECO
 1243 Alpine Road, Suite 108
 Walnut Creek, CA 94596
 (925) 941-0017



ATTACHMENT 1 TO CERT. 1
Verification, Validation and Self-Certification

WRECO 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, which are stated in Book 2, Part B, Section 57 of the General Provisions.

By: 

Print Name: Han-Bin Liang

Title: President

Date: 1/9/2013



Cert. 2 - Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Cert. 2 Major Participant 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.

In accordance with the provisions of Appendix A to 49 C.F.R. Part 29, 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 Federal department or agency.

Have not within a 3-year period preceding this offer 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 item b of this certification.

Have not within a 3-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")

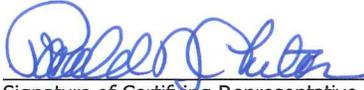
Certify to the above Cannot certify to the above.

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

[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. 3).



Signature of Certifying Representative

Ronald N. Tutor

Printed Name

Official Representative

Title Tutor Perini Corporation
Proposer's Official Representative

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

Tutor Perini / Zachry / Parsons, a Joint Venture
15901 Olden Street, Sylmar, California 91342
(818) 362-8391

ADDENDUM 9



Cert. 2 Major Participant 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.

In accordance with the provisions of Appendix A to 49 C.F.R. Part 29, 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 Federal department or agency.

Have not within a 3-year period preceding this offer 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 item b of this certification.

Have not within a 3-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.

[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. 3).



Signature of Certifying Representative

Ronald N. Tutor

Printed Name

Chairman and CEO

Title

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

Tutor Perini Corporation
15901 Olden Street, Sylmar, California 91342
(818) 362-8391

ADDENDUM 9



Tutor Perini is unable to certify to all of the statements in Cert. 2 Major Participant Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification because of the following case with the appeal pending.

Tutor-Saliba-Perini, Joint Venture v. Los Angeles County Metropolitan Transportation Authority CA Superior Court, (Los Angeles County, 1995), CA (LASC Case No. BC123559 consolidated with BC132928)

During 1995, a joint venture, Tutor-Saliba-Perini, or the Joint Venture, in which Perini Corporation, or Perini, was the 40% minority partner and Tutor-Saliba Corporation, or Tutor-Saliba, of Sylmar, California was the 60% managing partner, filed a complaint in the Superior Court of the State of California for the County of Los Angeles against the Los Angeles County Metropolitan Transportation Authority, or LAMTA, seeking to recover costs for extra work required by LAMTA in connection with the construction of certain tunnel and station projects. In 1999, LAMTA countered with civil claims under the California False Claims Act ("CFCA") against the Joint Venture, Tutor-Saliba and Perini jointly and severally (together, "TSP"). In September, 2008, Tutor-Saliba merged with Perini.

Claims concerning the construction of LAMTA projects were tried in 2001. During the trial, based on the Joint Venture's alleged failure to comply with the court's discovery orders, the judge issued terminating sanctions that resulted in a substantial judgment against TSP.

TSP appealed and, in January 2005, the State of California Court of Appeal reversed the trial court's entire judgment and found that the trial court judge had abused his discretion and had violated TSP's due process rights, and had imposed impermissibly overbroad terminating sanctions. The Court of Appeal also directed the trial court to dismiss LAMTA's claims that TSP had violated the Unfair Competition Law ("UCL") because LAMTA lacked standing to bring such a claim, and remanded the Joint Venture's claims against LAMTA for extra work required by LAMTA and LAMTA's counterclaim under the CFCA against TSP to the trial court for further proceedings, including a new trial.

In 2006, upon remand, the trial court allowed LAMTA to amend its cross-complaint to add the District Attorney as a party in order to have a plaintiff with standing to assert a UCL claim, and allowed a UCL claim to be added. The court also ordered that individual issues of the case be tried separately.

In December 2006, in the trial of the first issue, which arose out of a 1994 change order involving a Disadvantaged Business Enterprise ("DBE") subcontractor pass-through claim, the jury found that the Joint Venture had submitted two false claims for payment and had breached its contract with LAMTA and awarded LAMTA \$111,651 in direct damages. The court has awarded penalties of \$10,000 for each of the two claims and will treble the damages awarded by the Jury. A final judgment with respect to these claims will not be entered until the entire case has been resolved and is subject to appeal. In addition, the court will determine whether there were any violations of the UCL, but has deferred its decision on those claims until the case is completed. Each such violation may bear a penalty of up to \$2,500.

In February 2007, the court granted a Joint Venture motion and precluded LAMTA in future proceedings from presenting its claims that the Joint Venture breached its contract and violated the CFCA by allegedly "frontloading" the so-called "B Series" contracts. The court ordered further briefing on LAMTA's UCL claim on this issue. In December 2007, the court dismissed both TSP's and LAMTA's affirmative work restriction claims.

In September 2008, the Court tentatively ruled that LAMTA's DBE claims are sufficient to proceed to trial although the Court had not at that time finally so ruled. The Court also heard TSP's

argument that LAMTA's DBE program was/is unconstitutional thus making LAMTA's DBE claims unenforceable.

In March 2009, the court ruled that LAMTA could not proceed with its breach of contract claims unless it can prove the contracts are constitutional under a "strict scrutiny" standard. LAMTA has informed the court it will drop the contract claims. The court also ruled that LAMTA may proceed with a trial on its DBE false claims.

After a series of motions and hearings, MTA conceded some of TSP's affirmative claims; MTA's four categories of remaining alleged false claims were all claims associated with certification language in progress payments that could carry penalties only.

On April 7, 2010, the Court granted TSP's motion against MTA re witness tampering and issued an Order to Show Cause Re: (criminal) Contempt under California Civil Procedure Code section 1209 and Penal Code section 136.1. The Court assigned TSP's counsel to prosecute contempt case against MTA commencing May 7, 2010.

On June 15, 2010, the Court issued a ruling. The Court has referred an evidentiary matter to the Attorney General of the State of California for criminal investigation and prosecution of the MTA and its lawyers arising out of allegations of providing false testimony and witness tampering in this case.

On September 2, 2010, the MTA filed a unilateral withdrawal of three of its claims, including for: (1) liquidated damages claim, for alleged delays in the Contractors completing a milestone in the building of a power room on the project in 1994, which was the only remaining claim against the bonding companies; (2) MTA's allegations under the False Claims Act for purported failure to provide proper Quality Control services on the project and certifying billings for the services; and (3) claims under the California Unfair Competition Law for disgorgement of profits on the project.

Then, on September 14, 2010, the MTA filed a unilateral Notice of Disposition of Remaining Claims, where the MTA: (1) withdrew its two remaining claims scheduled for trial under the False Claims Act for Buy America violations and Disadvantaged Business Enterprises program violation, which MTA sought penalties under the False Claims Act and Unfair Competition Law; and (2) MTA agreed to have judgment entered in favor of TSP for TSP's remaining two claims set for trial.

As a result of the above filings, on September 14, 2010, the Court vacated the trial date.

On October 14, 2010, the MTA stipulated the interest would be added to the judgment to be financially in favor of TSP. The MTA has stipulated that \$1.8 million will be added in interest in favor of those claims to be included in the judgment in favor of TSP.

On February 9, 2011, the Court entered judgment in favor of TSP and against MTA in the amount of \$3,015,362.36. This amount is after deducting the amount of \$526,957.64, representing the tunnel handrail verdict plus accrued interest against TSP. In addition, the judgment includes a judgment in favor of the People and against TSP, TSC and Perini, collectively, in the amount of \$2,500 on the tunnel handrail claims. The parties have filed post-trial motions for costs and fees. The Court denied any light to attorneys fees in this case. The parties resolved the issue of court costs, where the parties filed a stipulation and agreed not to appeal the cost issue.

Both parties have appealed prior rulings on the case including an appeal by TSP of the tunnel handrail verdict. MTA's withdrawals of its claims are permanent and are not subject to appeal by MTA. The appeal remains pending.

Cert. 2 Major Participant 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.

In accordance with the provisions of Appendix A to 49 C.F.R. Part 29, 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 Federal department or agency.

Have not within a 3-year period preceding this offer 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.

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Have not within a 3-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.

[Certification continued on next page]



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Signature of Certifying Representative
Mr. Jean Abiassi, P.E.

Printed Name
President and Chief Operating Officer

Title

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

Zachry Construction Corporation
P. O. Box 33240
San Antonio, TX 78265
P) 210.871.2700

ADDENDUM 9



Cert. 2 Major Participant 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.

In accordance with the provisions of Appendix A to 49 C.F.R. Part 29, 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 Federal department or agency.

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

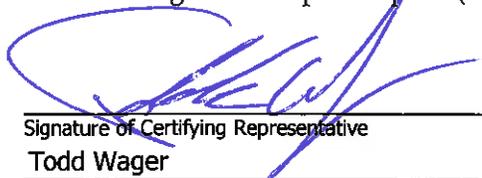
Certify to the above Cannot certify to the above.

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

[Certification continued on next page]



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Signature of Certifying Representative
Todd Wager

Printed Name
President

Title

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

Parsons Transportation Group Inc.
100 M Street SE, Suite 1200
Washington, D.C. 20003

ADDENDUM 9





Cert. 3 - Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Cert. 3 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.

In accordance with the provisions of Appendix B to 49 C.F.R. Part 29, 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 Federal department or agency.
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(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.

James B French 1/4/2013

Signature of Certifying Representative

James B. French

Printed Name

Principal

Title

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

AMEC Environment & Infrastructure, Inc.
2101 Webster Street, 12th Floor
Oakland, CA 94612, Tel No. (510) 663-4100



Cert. 3 Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Lower Tier Covered Transactions

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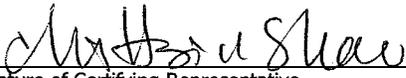
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(Mark one, below, with an "x")

Certify to the above Cannot certify to the above.

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



 Signature of Certifying Representative
 Chi-Hsin Shao

 Printed Name
 President

 Title

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

CHS Consulting Group 130 Sutter Street, Suite 468 San Francisco, CA 94104 415.392.9688



Cert. 3 Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Lower Tier Covered Transactions

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(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 Certifying Representative
 Fadi R. Rassam

 Printed Name
 President

 Title

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

Citadel CPM, Inc. 4 East Holly Street, Suite 219 Pasadena, CA 91103



Cert. 3 Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

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(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 Certifying Representative

David Tracy

Printed Name

President

Title

Offering Organization Name, Address, and Telephone

Cor-Ray Painting Co., Inc.
10114 Shoemaker Ave.
Santa Fe Springs, Ca. 90670
562-906-9770



Cert. 3 Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

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Certify to the above Cannot certify to the above.

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

Melina Roach
 Signature of Certifying Representative
MELISSA ROACH
 Printed Name
VICE PRESIDENT
 Title

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

DILLARD TRUCKING, INC. DBA
 DILLARD ENVIRONMENTAL SERVICES
 P.O. BOX 579
 BYRON CA 94514



Cert. 3 Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

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



 Signature of Certifying Representative
 Hubert Law, PhD, PE

 Printed Name
 Vice President

 Title

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

Earth Mechanics, Inc. 17800 Newhope Street, Suite B Fountain Valley, CA 92708 Tel: 714-751-3826
--



Cert. 3 Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Lower Tier Covered Transactions

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(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 Certifying Representative
 Eric J. Ruby

 Printed Name
 Senior Vice-President & COO

 Title

Offering Organization Name, Address, and Telephone

Environmental Science Associates (ESA)
 550 Kearny St., Suite 800
 San Francisco, CA 94108 (415) 896-5900



Cert. 3 Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Lower Tier Covered Transactions

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(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 Certifying Representative

Printed Name

Title

Offering Organization Name, Address, and Telephone

G & E Corporation
 1875 W. Redondo Beach Blvd.,
 Suite 102
 Gardena, CA 90247
 Telephone # 310-515-6715
 Fax # 310-515-5046



Cert. 3 Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Lower Tier Covered Transactions

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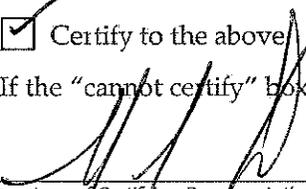
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(Mark one, below, with an "x")

Certify to the above Cannot certify to the above

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



 Signature of Certifying Representative
 Stephen T. Timm

 Printed Name
 Resident

 Title

Offering Organization Name,
 Address, and Telephone
 Innovative, Inc. (408) 718 2351
 42335 50th St W. #104
 Quartz Hill, CA 93530



Cert. 3 Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Lower Tier Covered Transactions

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(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 Certifying Representative
 Geun-Sik, Kang

 Printed Name
 Executive Director

 Title

Offering Organization Name, Address, and Telephone

Name : Korea Rail Network Authority
 Address : 242, Jungang-Ro, Dong Gu, Daejeon
 City 300-731, Korea



Cert. 3 Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Lower Tier Covered Transactions

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(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 Certifying Representative
 Jill Kroeker
 Printed Name
 President / Owner
 Title

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

J. Kroeker Inc
 748 W Heritage Ave
 Clovis Ca 93619



Cert. 3 Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Lower Tier Covered Transactions

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Certify to the above Cannot certify to the above.

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Signature of Certifying Representative

Donna Andrews

Printed Name

President

Title

Offering Organization Name, Address, and Telephone

Lee Andrews Group, Inc. - 818 West 7th Street,
Suite 750, Los Angeles, CA 90017
213-891-2965 Phone



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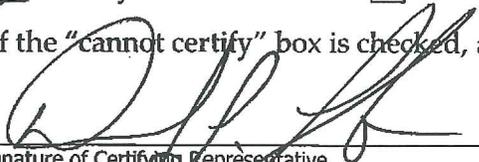
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 Signature of Certifying Representative
 DERRICK R LANDAVAZO

 Printed Name
 TREASURER

 Title

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

LANDAVAZO BROS INC
 29280 PACIFIC ST
 HAYWARD CA 94544
 510-581-7104



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Debbie A. Martinez
 Signature of Certifying Representative
Debbie A. Martinez
 Printed Name
Corporate Secretary
 Title

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

Martinez Steel Corporation
 1420 N. Claremont Blvd. Ste 108-A
 Claremont, CA 91711



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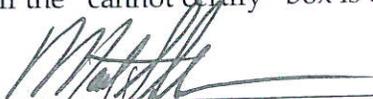
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 Signature of Certifying Representative
 MARTIN A. STEINER

 Printed Name
 OWNER

 Title

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

M. A. Steiner Construction
 8999 Greenback Lane, 2nd Floor
 Orangevale, CA 95662.
 916-988-6300



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 Signature of Certifying Representative
 Kwong M. Cheng

 Printed Name
 President

 Title

Offering Organization Name, Address, and Telephone

OPAC Consulting Engineers, Inc.
 315 Bay Street, 2nd Floor
 San Francisco, CA 94133 (415) 989-4551



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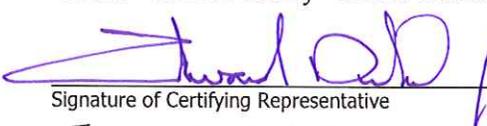
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 Signature of Certifying Representative
 Edward Dunkel Jr

 Printed Name
 President / CEO

 Title

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

Precision Civil Engineering 1234 O Street Fresno, CA 93721 (559) 449-4500
--



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 Signature of Certifying Representative
 MICHAEL G. TAYLOR

 Printed Name
 SEC-TREAS

 Title

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

PROVOST & PRITCHARD
 CONSULTING GROUP
 286 W. CROMWELL AVE.
 FRESNO CA 93711
 (559) 449-2700



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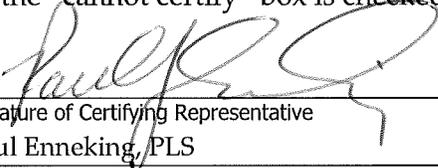
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 Signature of Certifying Representative
 Paul Enneking, PLS

 Printed Name
 Vice President

 Title

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

Psomas 1075 Creekside Ridge Drive #200 Roseville, CA 95678 916.788.8122
--



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 Signature of Certifying Representative
 Eric Hankinson, PE

 Printed Name
 President

 Title

Offering Organization Name, Address, and Telephone

RailPros, Inc.
 1 Ada, Suite 200
 Irvine, CA 92618 - 714.734.8765



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 Signature of Certifying Representative
 John D. Schuler

 Printed Name
 Owner/Principal

 Title

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

Ruetters & Schuler Civil Engineers 1800 30th Street, Suite 260 Bakersfield, CA 93301 661-327-1969



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 Signature of Certifying Representative

Kevin David

 Printed Name

CFO

 Title

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

*SPER Contracting Corp
 P.O. Box 502908
 San Diego, Cal. 92150
 760.471.2500 201.532.2600*



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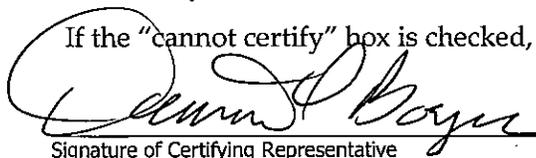
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 Signature of Certifying Representative
 David L. Borger, P.E.

 Printed Name
 Senior Vice President

 Title

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

STV Incorporated 1055 West 7th Street, Suite 3150 Los Angeles, CA 90017 213-482-9444
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Signature of Certifying Representative

Garry Hartwig

Printed Name

Secretary & Treasurer

Title

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

SYSTRA Consulting, Inc.
617 West 7th Street, Suite 602
Los Angeles, CA 90017; 213.623.1888



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 Signature of Certifying Representative
 Edward Valverde

 Printed Name
 Vice President

 Title

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

Valverde Construction, Inc. 10918 Shoemaker Avenue Santa Fe Springs, CA 90670 (562) 906-1826



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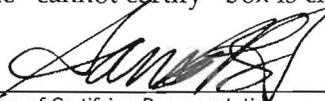
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 Signature of Certifying Representative
 Daniel T. Chow

 Printed Name
 President and Chief Executive Officer

 Title

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

Willdan Engineering 2401 East Katella Avenue, Suite 450 Anaheim, CA 92806 - (714) 978-8200
--



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Signature of Certifying Representative

Wei Koo

Printed Name

President

Title

Offering Organization Name, Address, and Telephone

WKE Inc.
400 North Tustin Avenue, Suite 275
Santa Ana, CA 92705 (714) 953-2665



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Certify to the above Cannot certify to the above.

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



 Signature of Certifying Representative
 Han-Bin Liang

 Printed Name
 President

 Title

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

WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 / (925) 941-0017





Form K - Proposal Bond

Form K. Proposal Bond

KNOW ALL PEOPLE BY THESE PRESENTS that:

WHEREAS the undersigned, Tutor Perini/Zachry/Parsons, a Joint Venture

as Principal and Travelers Casualty and Surety Company of America

as Surety, are held and firmly bound unto the California High-Speed Rail Authority, a political subdivision of the State of California (hereinafter called "Authority") in the penal sum of five (5) percent of the Total Contract Price ("Bonded Sum") of the Principal above named, submitted by said Principal to Authority for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that a Proposal to Authority for performance of that certain work described as

DESIGN BUILD SERVICES
FOR
CONSTRUCTION PACKAGE #1
INITIAL CONSTRUCTION SEGMENT
FOR THE
CALIFORNIA HIGH-SPEED TRAIN SYSTEM

has been submitted by Principal to Authority.

NOW THEREFORE, the condition of this bond is such that, if the aforesaid Principal withdraws its proposal or any revised proposal or best and final offer ("BAFO") in a manner not permitted by the Instructions to Proposers ("ITP"), or if Principal or anyone representing the Principal performs any prohibited activities specified in the ITP, or if Principal is awarded a contract in response to the RFP or any request for revised proposals or BAFOs and does not execute and deliver to Obligee such contract and provide all other documents (including, but not necessarily limited to, performance and payment bonds and insurance) set forth in the ITP, or if it is selected for negotiations and fails to negotiate in good faith or fails to execute and deliver the Contract and provide all other documents set forth in the ITP upon conclusion of negotiations in accordance with the ITP, then the Bonded Sum will be forfeited to Obligee as liquidated damages and not as a penalty, within ten (10) days after such failure; otherwise this obligation shall be null and void.

Surety, for value received, hereby stipulates and agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of Principal's proposal and Surety waives notice of any such extension(s).



Surety agrees that this bond shall automatically apply to any revised proposals or best and final offers submitted in response to a request for revised proposals issued as described in the ITP, and that if the Principal fails to provide a revised proposal in response to such a request, this bond shall remain valid with respect to the Principal's original proposal.

In the event suit is brought upon this Bond by Authority and judgment is recovered, the Surety shall pay all costs incurred by Authority in such suit, including a reasonable attorney's fee to be fixed by the court in accordance with applicable statutory law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 14th day of January, 2013.

PRINCIPAL:

Tutor Perini/Zachry/Parsons, a Joint Venture

Company Name



Signature

Ronald N. Tutor

Printed Name

Chairman & Chief Executive Officer,
Tutor Perini Corporation, Proposer's Official Representative

Title

SURETY:

Travelers Casualty and Surety Company of America

Company Name



Signature

Lisa L. Thornton

Printed Name

Attorney-in-Fact

Title

NOTE: Signatures of those executing for Surety must be acknowledged by a Notary.

NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.



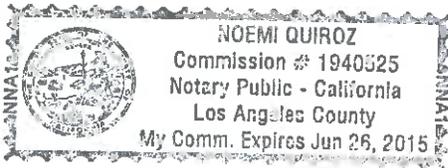
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On January 14, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: 
Noemi Quiroz, Notary Public



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. 225527

Certificate No. 005272416

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

E. S. Albrecht Jr., C. K. Nakamura, Noemi Quiroz, Lisa L. Thornton, and Maria Pena

of the City of Los Angeles, State of California, 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 13th day of November, 2012.

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: [Signature]
Robert L. Raney, Senior Vice President

On this the 13th day of November, 2012, 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.



[Signature: Marie C. Tetreault]
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

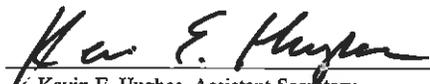
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 14th day of January, 20 13


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. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



Cert. 6 - Equal Employment Opportunity Certification

Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of Tutor Perini / Zachry / Parsons, a Joint Venture that:

Tutor Perini / Zachry / Parsons, a 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: _____



Title: _____

Chairman and Chief Executive Officer, Tutor Perini Corporation
Proposer's Official Representative

Date: _____

January 10, 2013

If not the Contractor, relationship to the Contractor: _____

Proposer



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of AMEC Environment & Infrastructure, Inc. that:
AMEC Environment & Infrastructure, 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: James B. Finck

Title: Principal

Date: 1/4/2013

If not the Contractor, relationship to the Contractor: _____



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of CHS Consulting Group that:

CHS Consulting 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.

Signature: Chaffin Shaw

Title: President

Date: December 28, 2012

If not the Contractor, relationship to the Contractor: Subcontractor



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of Citadel CPM, Inc. that:

Citadel CPM, 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: _____



Title: _____

President

Date: _____

1.4.2013

If not the Contractor, relationship to the Contractor: _____



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of _____ that:

Cor-Ray Painting Co., 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: _____

Title: _____

David Tracy, President

Date: _____

Jan. 14, 2013

If not the Contractor, relationship to the Contractor: _____

Subcontractor



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of MEUSSA ROACH / VICE PRES. that:

DILLARD ENVIRONMENTAL SERVICES

(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: Melina Roach

Title: VICE PRESIDENT

Date: 1/15/13

If not the Contractor, relationship to the Contractor: VICEPRES / SECRETARY



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of Earth Mechanics, Inc. that:

Earth Mechanics, 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: 

Title: Hubert Law, PhD, PE - Vice President

Date: January 4, 2013

If not the Contractor, relationship to the Contractor: Subconsultant



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of Environmental Science Associates (ESA) that:
Environmental Science Associates (ESA)

(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: 

Title: Senior Vice-President & COO

Date: 1/4/13

If not the Contractor, relationship to the Contractor: Sub-Consultant



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of G&C Equipment Corporation that:

G&C Equipment Corporation
(Name of entity making certification)

Check one of the following boxes:

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

Check one of the following boxes:

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

Signature: [Signature]

Title: Project Manager

Date: 1-10-13

If not the Contractor, relationship to the Contractor: Supplier



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of Innovative, Inc. that:
Innovative, 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: [Handwritten Signature]

Title: President

Date: 1-10-13

If not the Contractor, relationship to the Contractor: _____



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members ~~of~~ the Contractor, and all Subcontractors.

The undersigned certifies on behalf of Korea Rail Network Authority that:
Geun-Sik, Kang

(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: 

Title: Executive Director

Date: January 2013

If not the Contractor, relationship to the Contractor: subconsultant



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of J. Kroeker Inc that:

J. Kroeker 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:

Jill Kroeker

Jill Kroeker

Title:

President / Owner

Date:

January 2, 2013

If not the Contractor, relationship to the Contractor: _____



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of Lee Andrews Group, Inc. that:

Donna Andrews

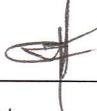
(Name of entity making certification)

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: 

Title: President

Date: January 11, 2013

If not the Contractor, relationship to the Contractor: Subcontractor



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of LANDAVAZO BROS. INC. that:

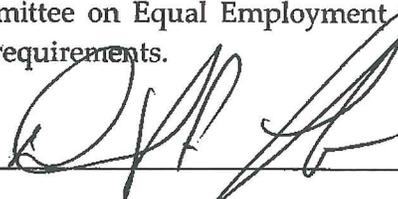
LANDAVAZO BROS., INC
(Name of entity making certification)

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: 

Title: TREASURER

Date: 1-11-2013

If not the Contractor, relationship to the Contractor: _____



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of _____ that:

Martinez Steel 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.

Signature: *Debbie A. Martinez*

Title: Corporate Secretary

Date: 1/16/13

If not the Contractor, relationship to the Contractor: Subcontractor



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of _____ that:

M.A. STEINER CONSTRUCTION

(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: _____

[Handwritten Signature]

Title: _____

Owner

Date: _____

1/3/2013

If not the Contractor, relationship to the Contractor: _____



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of MGE Engineering, Inc. that:

H. Fred Huang

(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: 

Title: President

Date: 12-28-12

If not the Contractor, relationship to the Contractor: Subconsultant



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of OPAC Consulting Engineers, Inc. that:

OPAC Consulting Engineers, Inc.

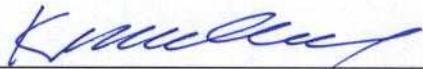
(Name of entity making certification)

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: 

Title: President

Date: January 2, 2013

If not the Contractor, relationship to the Contractor: Subcontractor



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of Precision Civil Engineering that:

Precision Civil Engineering
(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: [Handwritten Signature]

Title: President / CEO

Date: 1-8-13

If not the Contractor, relationship to the Contractor: _____



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of PROVOST & PRITCHARD CONSULTING GROUP that:

PROVOST & PRITCHARD CONSULTING 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.

Signature:  MICHAEL G. TAYLOR

Title: SEC-TREAS

Date: 1-7-13

If not the Contractor, relationship to the Contractor: SUBCONSULTANT



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of Psomas that:

Psomas

(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: 

Title: Vice President

Date: January 3, 2013

If not the Contractor, relationship to the Contractor: subconsultant



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of RailPros, Inc. that:

RailPros, 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: _____



Title: _____

President

Date: _____

01/03/2013

If not the Contractor, relationship to the Contractor: _____



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of Ruettgers & Schuler Civil Engineers that:

Ruettgers & Schuler Civil Engineers

(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: 

Title: Owner/Principal

Date: January 3, 2013

If not the Contractor, relationship to the Contractor: _____



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of SPCR Contracting Corp 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.

Signature: [Handwritten Signature]

Title: CEO

Date: 1/4/13

If not the Contractor, relationship to the Contractor: N/A



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of STV Incorporated that:

(Name of entity making certification)

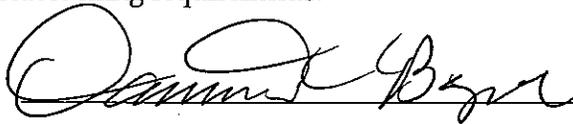
Check one of the following boxes:

- 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.

Signature:



Title:

Senior Vice President

Date:

January 4, 2013

If not the Contractor, relationship to the Contractor:

Subcontractor



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of SYSTRA Consulting, Inc. that:

SYSTRA Consulting, Inc.

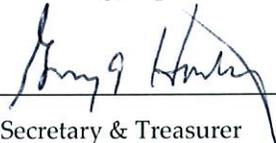
(Name of entity making certification)

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:  - Garry Hartwig

Title: Secretary & Treasurer

Date: 1/2/2013

If not the Contractor, relationship to the Contractor: Subcontractor



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of Valverde Construction, Inc. that:

Valverde Construction, 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: 

Edward Valverde

Title:

Vice President

Date:

1/10/2013

If not the Contractor, relationship to the Contractor: n/a



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of Willdan Engineering that:

Willdan Engineering

(Name of entity making certification)

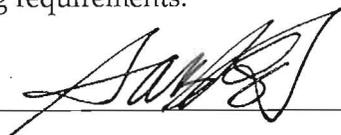
Check one of the following boxes:

- 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: _____



Title: _____

President and Chief Executive Officer

Date: _____

January 3, 2013

If not the Contractor, relationship to the Contractor: _____



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of WKE Inc. that:

WKE 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: _____



Title: _____

President

Date: _____

January 3, 2013

If not the Contractor, relationship to the Contractor: Subcontractor



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of WRECO that:

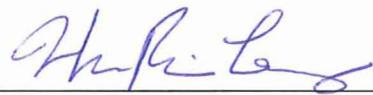
(Name of entity making certification)

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.

Signature: 

Title: President

Date: 1/4/2013

If not the Contractor, relationship to the Contractor: _____

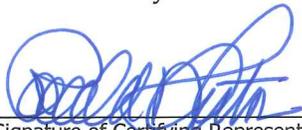




Cert. 7 - Non-Discrimination Certification

Cert. 7 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 Certifying Representative

Ronald N. Tutor

Printed Name

Chairman and Chief Executive Officer

Title Tutor Perini Corporation
Proposer's Official Representative

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

Tutor Perini / Zachry / Parsons, a Joint Venture
15901 Olden Street, Sylmar, California 91342
(818) 362-8391

ADDENDUM



Cert. 7 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.

James B French 1/4/2013
Signature of Certifying Representative

James B. French
Printed Name
Principal
Title

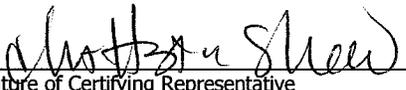
**Offering Organization Name,
Address, and Telephone**

AMEC Environment & Infrastructure, Inc.
2101 Webster Street, 12th Floor
Oakland, CA 94612
510-663-4100



Cert. 7 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 Certifying Representative
Chi-Hsin Shao

Printed Name
President

Title

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

CHS Consulting Group
130 Sutter Street, Suite 468
San Francisco, CA 94104
415.392.9688



Cert. 7 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 Certifying Representative

Fadi R. Rassam

Printed Name

President

Title

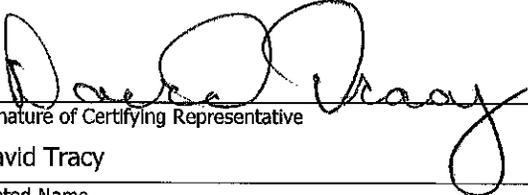
**Offering Organization Name,
Address, and Telephone**

Citadel CPM, Inc.
4 East Holly Street, Suite 219
Pasadena, CA 91103
(626) 796-7926



Cert. 7 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 Certifying Representative
David Tracy

Printed Name
President

Title

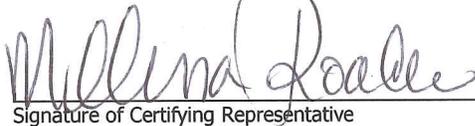
**Offering Organization Name,
Address, and Telephone**

Cor-Ray Palnting Co., Inc.
10114 Shoemaker Ave.
Santa Fe Springs, Ca. 90670
562-906-9770



Cert. 7 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 Certifying Representative

MEYSA ROACH

Printed Name

Vice President

Title

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

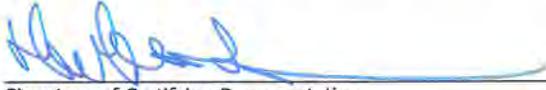
DILLARD TRUCKING, INC. DBA
DILLARD ENVIRONMENTAL SERVICES
P.O. BOX 579
BYRON CA 94514

ADDENDUM



Cert. 7 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 Certifying Representative

Hubert Law, PhD, PE

Printed Name

Vice President

Title

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

Earth Mechanics, Inc.
17800 Newhope Street, Suite B
Fountain Valley, CA 92708
Tel: 714-751-3826



Cert. 7 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 Certifying Representative
Eric J. Ruby

Printed Name
Senior Vice-President & COO

Title

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

Environmental Science Associates (ESA) 550 Kearny St., Suite 800 San Francisco, CA 9410+8 (415) 896-5900



Cert. 7 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 Certifying Representative

Cliff Love

Printed Name

Project Manager

Title

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

G & C Corporation
1875 W. Redondo Beach Blvd.,
Suite 102
Gardena, CA 90247
Telephone # 310-515-6715
Fax # 310-515-5046



Cert. 7 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 Certifying Representative

Stephen T. Timm

Printed Name

President

Title

Offering Organization Name,
Address, and Telephone

*Innovative, Inc. 661 718 2351
42335 50th St. W. #104
Quartz Hill, CA 93586*



Cert. 7 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 Certifying Representative

Geun-Sik, Kang

Printed Name

Executive Director

Title

Offering Organization Name, Address, and Telephone

Name : Korea Rail Network Authority
Address : 242, Jungang-Ro, Dong Gu, Daejeon
City 300-731, Korea
Tel : +82-42-607-3417



Cert. 7 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 Certifying Representative
Jill Kroeker

Printed Name
President / Owner

Title

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

J.Kroeker Inc 748 W Heritage Ave Clovis Ca 93619
--



Cert. 7 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 Certifying Representative
Donna Andrews

Printed Name
President

Title

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

Lee Andrews Group, Inc.
818 West 7th Street, Suite 750
Los Angeles, CA 90017
213-891-2965 P



Cert. 7 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 Certifying Representative

DERRICK R LANDAVAZO
Printed Name

TREASURER
Title

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

LANDAVAZO BROS INC
39280 PACIFIC ST
HAYWARD CA 94544
510-581-7104

OK
TL



Cert. 7 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.

Debbie A. Martinez
Signature of Certifying Representative

Debbie A. Martinez
Printed Name

Corporate Secretary
Title

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

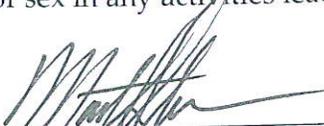
Martinez Steel Corporation
1420 N. Claremont Blvd. Ste 108-A
Claremont, CA 91711

ADDENDUM



Cert. 7 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 Certifying Representative
MARTIN A. STEINER

Printed Name
OWNER

Title

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

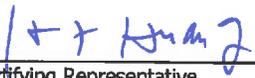
*M. A. Steiner Construction
8999 Greenback Lane, 2nd Floor
Orangevale, CA 95662.*

916 - 988 - 6300



Cert. 7 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 Certifying Representative
H. Fred Huang, PE

Printed Name
President

Title

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

MGE Engineering, Inc.
7415 Greenhaven Drive, Suite 100
Sacramento, CA 95831
916-421-1000



Cert. 7 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 Certifying Representative

Kwong M. Cheng

Printed Name

President

Title

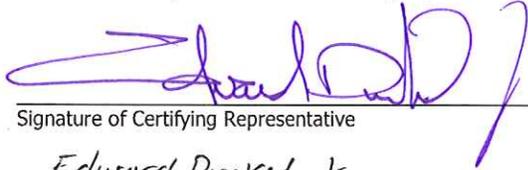
**Offering Organization Name,
Address, and Telephone**

OPAC Consulting Engineers, Inc.
315 Bay Street, 2nd Floor
San Francisco, CA 94133
(415) 989-4551



Cert. 7 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 Certifying Representative

Edward Dunkel Jr.

Printed Name

President / CEO

Title

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

Precision Civil Engineering
1234 O Street
Fresno, CA 93721
(559) 449-4500



Cert. 7 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 Certifying Representative
MICHAEL G. TAYLOR

Printed Name
SEC-TREAS

Title

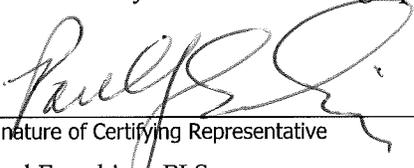
**Offering Organization Name,
Address, and Telephone**

PROVOST & PRITCHARD CONSULTING GROUP
286 W. CROMWELL AVE.
FRESNO CA 93711
(559) 449-2700



Cert. 7 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 Certifying Representative
Paul Enneking, PLS

Printed Name
Vice President

Title

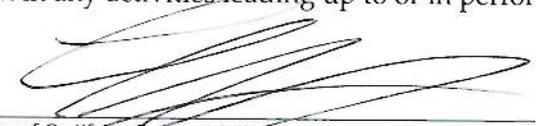
**Offering Organization Name,
Address, and Telephone**

Psomas
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
916.788.8122



Cert. 7 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 Certifying Representative

Eric Hankinson, PE

Printed Name

President

Title

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

RailPros, Inc.
1 Ada, Suite 200
Irvine, CA 92618
714.734.8765



Cert. 7 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 Certifying Representative

John D. Schuler

Printed Name

Owner/Principal

Title

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

Ruettgers & Schuler Civil Engineers
1800 30th Street, Suite 260
Bakersfield, CA 93301
661-327-1969



Cert. 7 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 Certifying Representative

Van Davis

Printed Name

CFO

Title

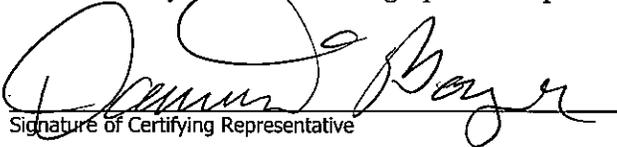
**Offering Organization Name,
Address, and Telephone**

*SPEC Contracting Corp
P.O. Box 502908
San Diego, Cal. 92150
760.471.2500 209.832.2100*



Cert. 7 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 Certifying Representative

David L. Borger

Printed Name

Senior Vice President

Title

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

STV Incorporated
1055 West 7th Street, Suite 3150
Los Angeles, CA 90017
213-482-9444



Cert. 7 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 Certifying Representative
Garry Hartwig

Printed Name
Secretary & Treasurer

Title

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

SYSTRA Consulting, Inc. 617 West 7th Street, Suite 602 Los Angeles, CA 90017 213.623.1888
--



Cert. 7 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 Certifying Representative

Edward Valverde

Printed Name

Vice President

Title

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

Valverde Construction, Inc.
10918 Shoemaker Avenue
Santa Fe Springs, CA 90670
(562) 906-1826

ADDENDUM



Cert. 7 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 Certifying Representative

Daniel T. Chow

Printed Name

President and Chief Executive Officer

Title

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

Willdan Engineering
2401 East Katella Avenue, Suite 450
Anaheim, CA 92806
(714) 978-8200



Cert. 7 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 Certifying Representative

Wei Koo

Printed Name

President

Title

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

WKE Inc.
400 North Tustin Avenue, Suite 275
Santa Ana, CA 92705
(714) 953-2665



Cert. 7 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 Certifying Representative

Han-Bin Liang

Printed Name

President

Title

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

WRECO
1243 Alpine Road, Suite 108
Walnut Creek, CA 94596
(925) 941-0017





Cert. 8 - Certification Regarding Lobbying

Cert. 8 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.

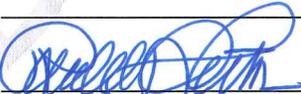
If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal 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.

Executed this 10th day of January, 2013.

Company Name: Tutor Perini / Zachry / Parsons, a Joint Venture

By: 
(Signature of Company Official) Ronald N. Tutor

Chairman and Chief Executive Officer, Tutor Perini Corporation
(Title of Company Official) Proposer's Official Representative

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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Executed this 4 day of January, 2013.

Company Name: AMEC Environment & Infrastructure, Inc.

By:

James H. French
(Signature of Company Official)

Principal

(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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Executed this 28th day of December, 20 12.

Company Name: CHS Consulting Group

By: *Christina Shaw*
(Signature of Company Official)

President
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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Executed this 4th day of January, 2013.

Company Name: Citadel CPM, Inc.

By:


(Signature of Company Official)

President

(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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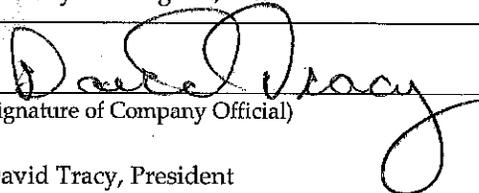
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Executed this 14th day of January, 20 13.

Company Name: Cor-Ray Painting Co., Inc.

By:


 (Signature of Company Official)

David Tracy, President

(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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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.

Executed this 15 day of JANUARY, 20 13.

Company Name: DILLARD ENVIRONMENTAL SERVICES

By: Melina Roach
(Signature of Company Official)

VICE PRESIDENT / SECRETARY
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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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.

Executed this 4th day of January, 20 13.

Company Name: Earth Mechanics, Inc.

By: 
(Signature of Company Official)

Hubert Law, PhD, PE - Vice President
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

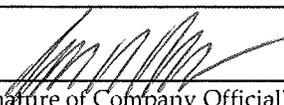
If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal 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.

Executed this 4th day of January, 2013.

Company Name: Environmental Science Associates (ESA)

By: 
(Signature of Company Official)

Senior Vice-President & COO
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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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.

Executed this 10th day of January, 2013.

Company Name: GFC Equipment Corporation

By: [Signature]
(Signature of Company Official)

Project Manager
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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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.

Executed this 10th day of January, 2013

Company Name: Innovative, Inc.

By: [Signature]
(Signature of Company Official)

President
(Title of Company Official)

Note:
1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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Executed this _____ day of January, 20 13.

Company Name: Korea Rail Network Authority

By:



(Signature of Company Official)

Executive Director

(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

Executed this 2nd day of January, 20 13.

Company Name: J. Kroeker Inc.

By:



(Signature of Company Official) Jill Kroeker

President . Owner

(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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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.

Executed this 11th day of January, 20 13.

Company Name: Lee Andrews Group, Inc.

By:



(Signature of Company Official)

President

(Title of Company Official)

Note:

1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

Executed this 11 day of JANUARY, 20 13.

Company Name: LANDAVAZO BRDG, INC

By: Derrick R Landavazo DERRICK R LANDAVAZO
(Signature of Company Official)

TREASURER
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

Executed this 16 day of January, 20 13.

Company Name: Martinez Steel Corporation

By: Debbie A. Martinez
(Signature of Company Official)

Corporate Secretary
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

Executed this 3RD day of JANUARY, 2013.

Company Name: M.A. STEINER CONSTRUCTION

By: [Signature]
(Signature of Company Official)

OWNER
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

Executed this 28th day of December, 20 12.

Company Name: MGE Engineering, Inc.

By: [Signature]
(Signature of Company Official)

President
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

Executed this 2nd day of January, 20 13.

Company Name: OPAC Consulting Engineers, Inc.

By: 
(Signature of Company Official)

President

(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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Executed this 8 day of January, 2013.

Company Name: Precision Civil Engineering, Inc.

By:


(Signature of Company Official)

President / CEO
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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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.

Executed this 7 day of JANUARY, 20 13.

Company Name: PROVOST & PRITCHARD CONSULTING GROUP

By:  MICHAEL G. TAYLOR
(Signature of Company Official)

SEC-TREAS
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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Executed this 3rd day of January, 20 13.

Company Name: Psomas

By: 

(Signature of Company Official)

Vice President

(Title of Company Official)

Note:
1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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Executed this 3 day of January, 2013.

Company Name: RailPros, Inc.

By: [Signature]
(Signature of Company Official)

President
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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Executed this 3rd day of January, 2013.

Company Name: Ruettgers & Schuler Civil Engineers

By: 
(Signature of Company Official)

Owner/Principal
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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Executed this 4th day of January, 20 13.

Company Name: SPER Contracting Corp

By: [Signature]
(Signature of Company Official)

CEO
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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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.

Executed this 4th day of January, 20 13.

Company Name: STV Incorporated

By:


(Signature of Company Official)

STV Incorporated

(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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Executed this 2nd day of January, 20 13.

Company Name: SYSTRA Consulting, Inc.

By:  - Garry Hartwig
(Signature of Company Official)

Secretary & Treasurer

(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

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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.

Executed this 10th day of January, 20 13.

Company Name: Valverde Construction, Inc.

By:


(Signature of Company Official)
Edward Valverde

Vice President

(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

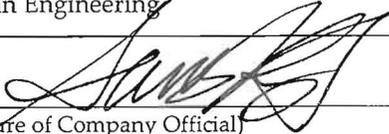
If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal 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.

Executed this 3rd day of January, 20 13.

Company Name: Willdan Engineering

By: 
(Signature of Company Official)

President and Chief Executive Officer
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Cert. 8 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.

Executed this 3rd day of January, 2013.

Company Name: WKE Inc. _____

By:  _____
(Signature of Company Official)

President

(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



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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.

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Executed this 4th day of January, 20 13.

Company Name: WRECO

By: 
(Signature of Company Official)

President
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.





Cert. 9 - Drug Free Workplace Program Certification

Cert. 9 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 2, Part B, 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 Certifying Representative

Ronald N. Tutor

Printed Name

Chairman and Chief Executive Officer

Title Tutor Perini Corporation
Proposer's Official Representative

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

Tutor Perini / Zachry / Parsons, a Joint Venture
15901 Olden Street, Sylmar, California 91342
(818) 362-8391



Cert. 9 Drug Free Workplace Program Certification

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 1/4/2013

Signature of Certifying Representative

James B. French

Printed Name

Principal

Title

Offering Organization Name, Address, and Telephone

AMEC Environment & Infrastructure, Inc.
2101 Webster Street, 12th Floor
Oakland, CA 94612, Tel No. (510) 663-4100

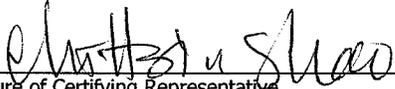


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 Signature of Certifying Representative
 Chi-Hsin Shao

 Printed Name
 President

 Title

Offering Organization Name, Address, and Telephone

CHS Consulting Group 130 Sutter Street, Suite 468 San Francisco, CA 94104 415.392.9688
--



Cert. 9 Drug Free Workplace Program Certification

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Signature of Certifying Representative
Fadi R. Rassam

Printed Name
President

Title

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

Citadel CPM, Inc.
4 East Holly Street, Suite 219
Pasadena, CA 91103

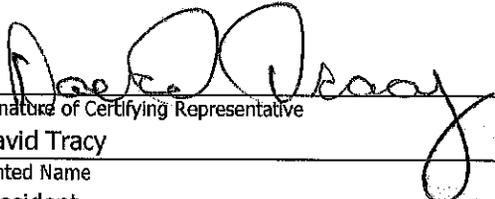


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Signature of Certifying Representative
David Tracy

Printed Name
President

Title

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

Cor-Ray Painting Co., Inc.
10114 Shoemaker Ave.
Santa Fe Springs, Ca. 90670
562-906-9770



Cert. 9 Drug Free Workplace Program Certification

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Melina Roach

 Signature of Certifying Representative
MELENA ROACH

 Printed Name
VICE PRESIDENT

 Title

Offering Organization Name, Address, and Telephone

DILLARD TRUCKING, INC. DBA
 DILLARD ENVIRONMENTAL SERVICES
 P.O. BOX 579
 BYRON CA 94514



Cert. 9 Drug Free Workplace Program Certification

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Signature of Certifying Representative
Hubert Law, PhD, PE

Printed Name
Vice President

Title

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

Earth Mechanics, Inc. 17800 Newhope Street, Suite B Fountain Valley, CA 92708 Tel: 714-751-3826
--



Cert. 9 Drug Free Workplace Program Certification

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 Signature of Certifying Representative
 Eric J. Ruby

 Printed Name
 Senior Vice-President & COO

 Title

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

Environmental Science Associates (ESA) 550 Kearny St., Suite 800 San Francisco, CA 94108 (415) 896-5900



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Signature of Certifying Representative

Printed Name

Title

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

G & C Corporation
1875 W. Redondo Beach Blvd.,
Suite 102
Gardena, CA 90247
Telephone # 310-515-6715
Fax # 310-515-5046

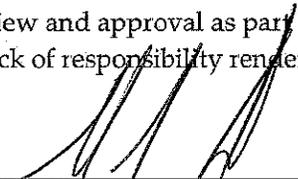


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 Signature of Certifying Representative
 Stephen T. Timm

 Printed Name
 President

 Title

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

Innovative, Inc. tel 718 235 42335 50th St W. # 104 Quartz Hill CA 93536
--



Cert. 9 Drug Free Workplace Program Certification

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Signature of Certifying Representative

Geun-Sik, Kang

Printed Name

Executive Director

Title

Offering Organization Name, Address, and Telephone

Name : Korea Rail Network Authority
Address : 242, Jungang-Ro, Dong Gu, Daejeon
City 300-731, Korea



Cert. 9 Drug Free Workplace Program Certification

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Signature of Certifying Representative

Jill Kroeker

Printed Name

President / Owner

Title

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

J. Kroeker Inc.
748 W. Heritage Ave
Clovis Ca 93619



Cert. 9 Drug Free Workplace Program Certification

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Signature of Certifying Representative
Donna Andrews

Printed Name
Preseident

Title

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

Lee Andrews Group, Inc. - 818 West 7th Street,
Suite 750, Los Angeles, CA 90017
213-891-2965 P



Cert. 9 Drug Free Workplace Program Certification



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 Signature of Certifying Representative
DERRICK P. LANDAVAZO

 Printed Name
TREASURER

 Title

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

LANDAVAZO BROS INC 29280 PACIFIC ST HAYWARD CA 94544 510-581-7104
--



Cert. 9 Drug Free Workplace Program Certification

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 Signature of Certifying Representative	Offering Organization Name, Address, and Telephone
Debbie A. Martinez Printed Name	Martinez Steel Corporation 1420 N. Claremont Blvd. Ste 108-A Claremont, CA 91711
Corporate Secretary Title	



Cert. 9 Drug Free Workplace Program Certification

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 Signature of Certifying Representative

MARTIN A. STEINER

 Printed Name

OWNER

 Title

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

<p>M. A. Steiner Construction 8999 Greenback Lane, 2nd Floor Orangevale, CA 95662.</p> <p>916 - 988 - 6300</p>

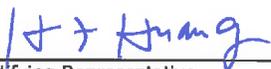


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 Signature of Certifying Representative
 H. Fred Huang, PE

 Printed Name
 President

 Title

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

MGE Engineering, Inc.
 7415 Greenhaven Drive, Suite 100
 Sacramento, CA 95831, 916-421-1000



Cert. 9 Drug Free Workplace Program Certification

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Signature of Certifying Representative
Kwong M. Cheng

Printed Name
President

Title

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

OPAC Consulting Engineers, Inc. 315 Bay Street, 2nd Floor San Francisco, CA 94133 (415) 989-4551

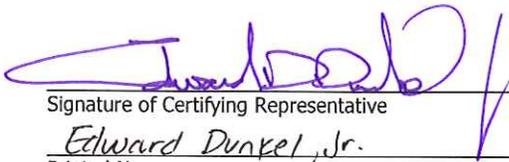


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 Signature of Certifying Representative
 Edward Dunkel, Jr.

 Printed Name
 President / CEO

 Title

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

Precision Civil Engineering 1234 O Street Fresno, CA 93721 (559) 449-4500
--



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 Signature of Certifying Representative
 MICHAEL G. TAYLOR

 Printed Name
 SEC-TREAS

 Title

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

PROVOST & PRITCHARD CONSULTING GROUP 286 W. CROMWELL AVE. FRESNO CA, 93711 (559) 449-2700
--



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 Signature of Certifying Representative
 Paul Enneking, PLS

 Printed Name
 Vice President

 Title

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

Psomas 1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678
--



Cert. 9 Drug Free Workplace Program Certification

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 Signature of Certifying Representative
 Eric Hankinson, PE

 Printed Name
 President

 Title

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

RailPros, Inc. 1 Ada, Suite 200 Irvine, CA 92618 - 714.734.8765



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 Signature of Certifying Representative
 John D. Schuler

 Printed Name
 Owner/Principal

 Title

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

Ruettgers & Schuler Civil Engineers 1800 30th Street, Suite 260 Bakersfield, CA 93301 661-327-1969



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 Signature of Certifying Representative

Van Davis

 Printed Name

CEO

 Title

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

SPER Contracting Corp. P.O. Box 502908 San Diego, Cal. 92150 760.471.2500 209.832.2600

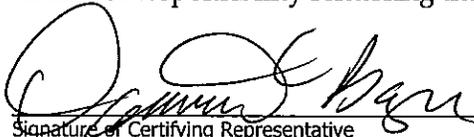


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Signature of Certifying Representative

David L. Borger

Printed Name

Senior Vice President

Title

Offering Organization Name, Address, and Telephone

STV Incorporated
1055 West 7th Street, Suite 3150
Los Angeles, CA 90017 213-482-9444

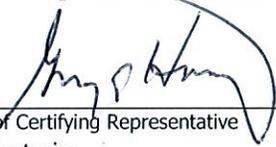


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 Signature of Certifying Representative
 Garry Hartwig

 Printed Name
 Secretary & Treasurer

 Title

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

SYSTRA Consulting, Inc. 617 West 7th Street, Suite 602 Los Angeles, CA 90017; 213.623.1888
--



Cert. 9 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 2, Part B, 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 Certifying Representative
 Edward Valverde

 Printed Name
 Vice President

 Title

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

Valverde Construction, Inc. 10918 Shoemaker Avenue Santa Fe Springs, CA 90670 (562) 906-1826

ADDENDUM



Cert. 9 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 2, Part B, 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 Certifying Representative

Daniel T. Chow

Printed Name

President and Chief Executive Officer

Title

Offering Organization Name, Address, and Telephone

Willdan Engineering
2401 East Katella Avenue, Suite 450
Anaheim, CA 92806 - (714) 978-8200



Cert. 9 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 2, Part B, 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 Certifying Representative

Wei Koo

Printed Name

President

Title

Offering Organization Name, Address, and Telephone

WKE Inc.
400 North Tustin Avenue, Suite 275
Santa Ana, CA 92705 (714)953-2665



Cert. 9 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 2, Part B, 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 Certifying Representative
Han-Bin Liang

Printed Name
President

Title

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

WRECO
1243 Alpine Road, Suite 108
Walnut Creek, CA 94596 / (925) 941-0017





Cert. 10 - Buy America Certifications

Cert. 10 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: January 10, 2013

Signature: 

Printed Name: Ronald N. Tutor

Company Name: Tutor Perini / Zachry / Parsons, a Joint Venture

Title: Chairman and Chief Executive Officer, Tutor Perini Corporation
Proposer's Official Representative

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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 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: 1/4/2013

Signature: 

Printed Name: James B. French

Company Name: AMEC Environment & Infrastructure, Inc.

Title: Principal

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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.



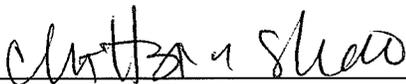
Cert. 10 Buy America Certifications

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: December 28, 2012

Signature: 

Printed Name: Chi-Hsin Shao

Company Name: CHS Consulting Group

Title: President

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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 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: 1.4.2013

Signature: 

Printed Name: Fadi R. Rassam

Company Name: Citadel CPM, Inc.

Title: President

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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.



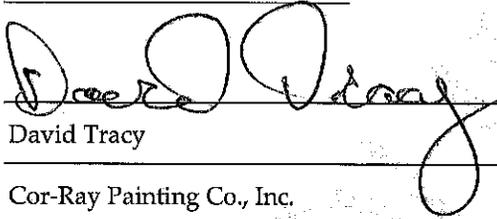
Cert. 10 Buy America Certifications

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: Jan. 14, 2013

Signature: 

Printed Name: David Tracy

Company Name: Cor-Ray Painting Co., Inc.

Title: President

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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 Buy America Certifications

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

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

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

Date: 11/15/13

Signature: Melina Roach

Printed Name: MEISSA ROACH

Company Name: DILLARD ENVIRONMENTAL SERVICES

Title: VICE PRESIDENT

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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 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: January 4, 2013

Signature: 

Printed Name: Hubert Law, PhD, PE

Company Name: Earth Mechanics, Inc.

Title: Vice President

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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 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: 1/4/13

Signature: 

Printed Name: Eric J. Ruby

Company Name: Environmental Science Associates (ESA)

Title: Senior Vice-President & COO

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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.



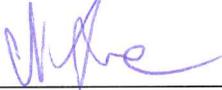
Cert. 10 Buy America Certifications

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: 1-10-13

Signature: 

Printed Name: Cliff Lowe

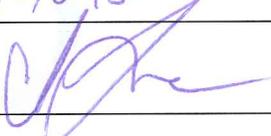
Company Name: G&C Equipment Corporation

Title: Project Manager

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

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.³

Date: 1-10-13

Signature: 

Printed Name: Cliff Lowe

Company Name: G&C Equipment Corporation

Title: Project Manager

³ 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.



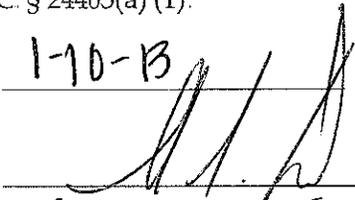
Cert. 10 Buy America Certifications

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: 1-10-13

Signature: 

Printed Name: Stephen T. Timm

Company Name: Innovative, Inc.

Title: President

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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 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: January 2013

Signature: 

Printed Name: Geun-Sik, Kang

Company Name: Korea Rail Network Authority

Title: Executive Director

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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 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: January 2, 2013

Signature: *Jill Kroeker*

Printed Name: Jill Kroeker

Company Name: J. Kroeker Inc

Title: President / Owner

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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 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: January 11, 2013

Signature: 

Printed Name: Donna Andrews

Company Name: Lee Andrews Group, Inc.

Title: President

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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.



ok

Cert. 10 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: 1-11-2013

Signature: *Derrick P. Landavazo*

Printed Name: DERRICK P. LANDAVAZO

Company Name: LANDAVAZO BROS INC

Title: TREASURER

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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 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: 1/16/13

Signature: Debbie A. Martinez

Printed Name: Debbie A. Martinez

Company Name: Martinez Steel Corporation

Title: Corporate Secretary

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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.



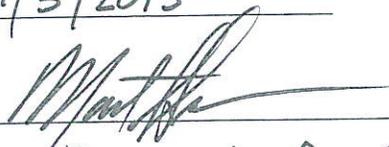
Cert. 10 Buy America Certifications

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: 1/3/2013

Signature: 

Printed Name: MARTIN A. STEINER

Company Name: M.A. STEINER CONSTRUCTION

Title: OWNER

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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 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: 12-28-12 _____

Signature: H. Fred Huang _____

Printed Name: H. Fred Huang, PE _____

Company Name: MGE Engineering, Inc. _____

Title: President _____

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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 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: January 2, 2013

Signature: 

Printed Name: Kwong M. Cheng

Company Name: OPAC Consulting Engineers, Inc.

Title: President

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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.



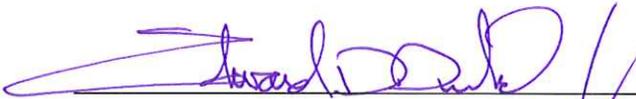
Cert. 10 Buy America Certifications

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: 1-8-13

Signature: 

Printed Name: Edward Dunkel, Jr

Company Name: Precision Civil Engineering

Title: President/CEO

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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.



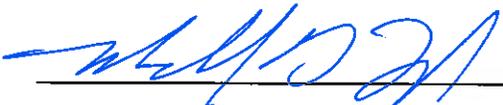
Cert. 10 Buy America Certifications

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: 1-7-2013

Signature: 

Printed Name: MICHAEL G. TAYLOR

Company Name: PROVOST & PRITCHARD CONSULTING GROUP

Title: SEC-TREAS

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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.



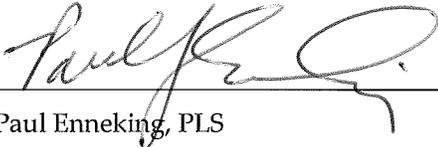
Cert. 10 Buy America Certifications

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: 1/3/2013

Signature: 

Printed Name: Paul Enneking, PLS

Company Name: Psomas

Title: Vice President

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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 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: 01/03/2013

Signature:

Eric Hankinson, PE

Printed Name:

Company Name:

RailPros, Inc.

Title:

President

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

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.³

Date:

Signature:

Printed Name:

Company Name:

Title:

³ 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.



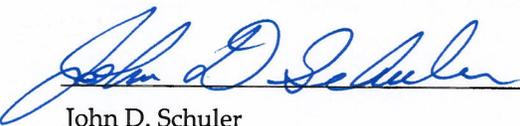
Cert. 10 Buy America Certifications

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: January 3, 2013

Signature: 

Printed Name: John D. Schuler

Company Name: Ruettgers & Schuler Civil Engineers

Title: Owner/Principal

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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.



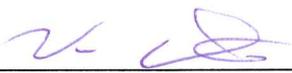
Cert. 10 Buy America Certifications

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: 1/4/13

Signature: 

Printed Name: Van Davis

Company Name: SPEC Contracting Corp

Title: CFO

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

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.³

Date: _____

Signature: N/A

Printed Name: _____

Company Name: _____

Title: _____

³ 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 Buy America Certifications

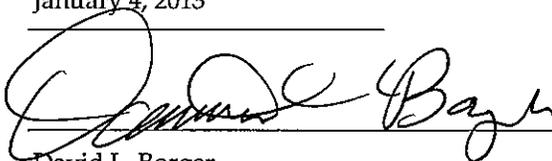
The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

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: January 4, 2013

Signature:



Printed Name:

David L. Borger

Company Name:

STV Incorporated

Title:

Senior Vice President

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

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.³

Date:

Signature:

Printed Name:

Company Name:

Title:

³ 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.



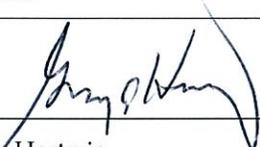
Cert. 10 Buy America Certifications

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: 1/2/2013

Signature: 

Printed Name: Garry Hartwig

Company Name: SYSTRA Consulting, Inc.

Title: Secretary & Treasurer

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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 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: 1/10/2013

Signature: 

Printed Name: Edward Valverde

Company Name: Valverde Construction, Inc.

Title: Vice President

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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 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: January 3, 2013

Signature: 

Printed Name: Daniel T. Chow

Company Name: Willdan Engineering

Title: President and Chief Executive Officer

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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 Buy America Certifications

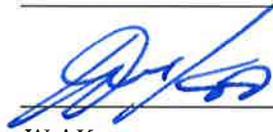
The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

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: 1/3/2013

Signature:



Printed Name: Wei Koo

Company Name: WKE Inc.

Title: President

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

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.³

Date:

Signature:

Printed Name:

Company Name:

Title:

³ 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 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: 1/4/2013

Signature: 

Printed Name: Han-Bin Liang

Company Name: WRECO

Title: President

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

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.³

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

³ 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. 5 - Organizational Conflicts of Interest Affidavit

Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Ronald N. Tutor
who, after being by me duly sworn, on oath deposed as follows:

My name is Ronald N. Tutor I am the Proposer's Official Representative
(Company Name) (Title)

of Tutor Perini / Zachry / Parsons, a Joint Venture

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:

1. 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.
2. 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).

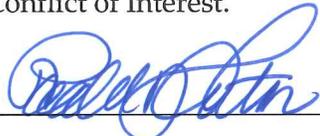
3. Tutor Perini / Zachry / Parsons, a Joint Venture, its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of Tutor Perini/Zachry/Parsons, a Joint Vent
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

- 4. Tutor Perini / Zachry / Parsons, a Joint Venture _____, its officers, employees, and agents, do not
(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
- 5. If an Organizational Conflict of Interest is discovered at any time in the future,
Tutor Perini / Zachry / Parsons, a Joint Venture _____ will submit an Organizational Conflicts of
(Company 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.

Signed by Affiant: 

Printed Name: Ronald N. Tutor

Title: Chairman and Chief Executive Officer, Tutor Perini Corporation
Proposer's Official Representative

Company Name: Tutor Perini / Zachry / Parsons, a Joint Venture

State of _____ §

§
§

County of _____ §

See Attached Certificate

Subscribed and sworn to before me, the undersigned authority, this day personally appeared ln 1/10/13

_____ 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

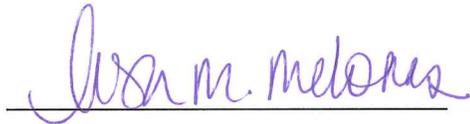
Notary Public in and for the: _____
(Name of State)

My commission expires on _____



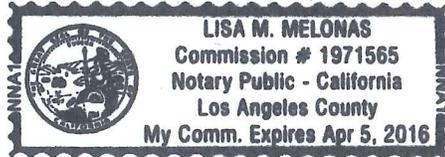
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Subscribed and sworn to before me on this 10th day of January, 2013, by
Ronald N. Tutor, proved to me on the basis of satisfactory evidence to be
the person who appeared before me.



Lisa M. Melonas, Notary Public

My Commission expires April 5, 2016



Doc: RFP No: HSR 11-16 / Cert. 5 Organizational Conflicts of Interest Affidavit

Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Ronald N. Tutor who, after being by me duly sworn, on oath deposed as follows:

My name is Ronald N. Tutor I am the Chairman and CEO
(Company Name) (Title)

of Tutor Perini Corporation

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:

1. 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.
2. 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).

3. Tutor Perini Corporation, its officers, employees, and agents, are subject to the provisions of the, AUTHORITY’s Conflict of Interest Policy.

A diligent search of the relationships and interests of Tutor Perini Corporation
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

- 4. Tutor Perini Corporation _____, its officers, employees, and agents, do not
(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
- 5. If an Organizational Conflict of Interest is discovered at any time in the future,
Tutor Perini Corporation _____ will submit an Organizational Conflicts of
(Company 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.

Signed by Affiant: *Ronald N. Tutor*

Printed Name: Ronald N. Tutor

Title: Chairman and CEO

Company Name: Tutor Perini Corporation

State of _____ §

County of _____ §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared _____ *See Attached Certificate in 1/10/13*

_____ 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

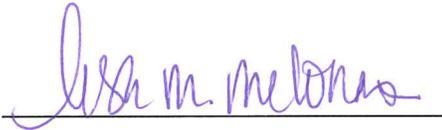
Notary Public in and for the: _____
(Name of State)

My commission expires on _____



STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Subscribed and sworn to before me on this 10th day of January, 2013, by
Ronald N. Tutor, proved to me on the basis of satisfactory evidence to be
the person who appeared before me.



Lisa M. Melonas, Notary Public

My Commission expires April 5, 2016



Doc: RFP No: HSR 11-16 / Cert. 5 Organizational Conflicts of Interest Affidavit

Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Mr. Jean Abiassi, P.E.
who, after being by me duly sworn, on oath deposed as follows:

My name is Mr. Jean Abiassi, P.E. I am the President and Chief Operating Officer
(Company Name) (Title)

of Zachry Construction Corporation

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:

1. 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.
2. 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).

3. Zachry Construction Corporation, its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of Zachry Construction Corporation
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

- 4. Zachry Construction Corporation, its officers, employees, and agents, do not
(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
- 5. If an Organizational Conflict of Interest is discovered at any time in the future, Zachry Construction Corporation will submit an Organizational Conflicts of
(Company 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.

Signed by Affiant: *Jean Abiassi*
 Printed Name: Mr. Jean Abiassi, P.E.
 Title: President and Chief Operating Officer
 Company Name: Zachry Construction Corporation

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]

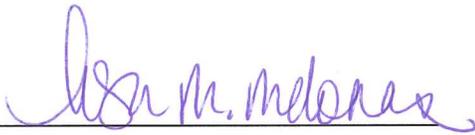
 Notary Signature
 Notary Public in and for the: _____
 (Name of State)
 My commission expires on _____

See Attached Certificate *lm 1/10/13*



STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Subscribed and sworn to before me on this 10th day of January, 2013, by
Jean Abiassi, proved to me on the basis of satisfactory evidence to be the
person who appeared before me.



Lisa M. Melonas, Notary Public

My Commission expires April 5, 2016



Doc: RFP No: HSR 11-16 / Cert. 5 Organizational Conflicts of Interest Affidavit

Cert. 5 Organizational Conflicts of Interest Affidavit

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

My name is Todd Wager I am the President
(Company Name) (Title)

of Parsons Transportation Group Inc.

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:

1. 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.
2. 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).

3. Parsons Transportation Group Inc., its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of Parsons Transportation Group Inc.
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. Parsons Transportation Group Inc., its officers, employees, and agents, do not
(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

5. If an Organizational Conflict of Interest is discovered at any time in the future, Parsons Transportation Group Inc. will submit an Organizational Conflicts of
(Company 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.

Signed by Affiant: [Signature]
Printed Name: Todd Wager
Title: President
Company Name: Parsons Transportation Group Inc.

State of California §
§
County of Los Angeles §
§

Subscribed and sworn to before me, the undersigned authority, this day personally appeared Todd Wager 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 14th day of January, 20 13

[Signature]
Notary Signature

[SEAL]

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

My commission expires on April 21, 2013



Cert. 5 Organizational Conflicts of Interest Affidavit

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

My name is James B. French I am the Principal
(Company Name) (Title)

of AMEC Environment & Infrastructure, Inc.

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:

1. 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.
2. 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).

3. AMEC Environment & Infrastructure, Inc., its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of AMEC Environment & Infrastructure, Inc
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. AMEC Environment & Infrastructure, Inc., its officers, employees, and agents, do not



(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, AMEC Environment & Infrastructure, 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.

Signed by Affiant: James B French 1/4/2013

Printed Name: James B. French

Title: Principal

Company Name: AMEC Environment & Infrastructure, Inc.

State of California §

County of Alameda §

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 _____

See attached

[SEAL]

Notary Signature _____

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

My commission expires on _____



CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California

County of Alameda

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

4 day of January, 2013, by
Date Month Year

(1) James B. French
Name of Signer

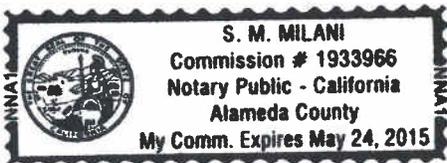
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

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

Signature S.M. Milani
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Cert Organization Conflict of Interest Affidavit

Document Date: 1-4-13 Number of Pages: 2

Signer(s) Other Than Named Above: _____



Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Chi-Hsin Shao who, after being by me duly sworn, on oath deposed as follows:

My name is Chi-Hsin Shao I am the President
(Company Name) (Title)
of CHS Consulting Group

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:

1. 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.
2. 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).

3. CHS Consulting 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 CHS Consulting Group
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. CHS Consulting Group, its officers, employees, and agents, do not



(Company Name)

have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, CHS Consulting 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.

Signed by Affiant: *Chi-Hsin Shao*
 Printed Name: Chi-Hsin Shao
 Title: President
 Company Name: CHS Consulting Group

State of California §
 §
 County of San Francisco §
 §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared Chi-Hsin Shao 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 28th day of December, 20 12

[Signature]
 Notary Signature
 Notary Public in and for the: California
 (Name of State)
 My commission expires on 11.13.13



Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Fadi R. Rassam
who, after being by me duly sworn, on oath deposed as follows:

My name is Fadi R. Rassam I am the President
(Company Name) (Title)

of Citadel CPM, Inc.

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:

1. 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.
2. 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).

3. Citadel CPM, Inc., its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of Citadel CPM, Inc.
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. Citadel CPM, Inc., its officers, employees, and agents, do not



(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

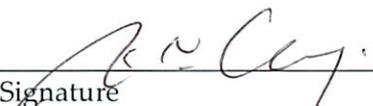
- 5. If an Organizational Conflict of Interest is discovered at any time in the future, Citadel CPM, Inc. will submit an Organizational Conflicts of Interest Disclosure Statement (Form J), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.

Signed by Affiant: 
 Printed Name: Fadi R. Rassam
 Title: President
 Company Name: Citadel CPM, Inc.

State of California §
 §
 County of Los Angeles §
 §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared Fadi R. Rassam 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 JANUARY, 20 13


 Notary Signature

[SEAL]

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

My commission expires on MAY 7, 2014



Cert. 5 Organizational Conflicts of Interest Affidavit

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

My name is David Tracy I am the President
(Company Name) (Title)

of Cor-Ray Painting Co., Inc.

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:

1. 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.
2. 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).

3. Cor-Ray Painting Co., Inc., its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY’s Conflict of Interest Policy.

A diligent search of the relationships and interests of Cor-Ray Painting Co., Inc.
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

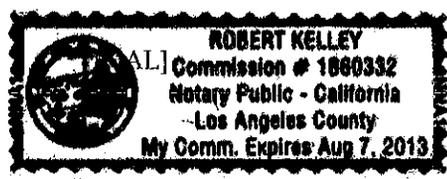
- 4. Cor-Ray Painting Co., Inc., its officers, employees, and agents, do not
(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
- 5. If an Organizational Conflict of Interest is discovered at any time in the future, Cor-Ray Painting Co., Inc. will submit an Organizational Conflicts of
(Company 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.

Signed by Affiant: *David Tracy*
 Printed Name: David Tracy
 Title: President
 Company Name: Cor-Ray Painting Co., Inc.

State of California §
 §
 County of Los Angeles §
 §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared David Tracy 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 14th day of January, 20 13



[Signature]
 Notary Signature
 Notary Public in and for the: California
 (Name of State)
 My commission expires on Aug. 7, 2013



Cert. 5 Organizational Conflicts of Interest Affidavit

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

My name is DILLARD ENV. SERVICES I am the VICE PRESIDENT
(Company Name) MEUSSA ROACH (Title)

of DILLARD ENVIRONMENTAL SERVICES
 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:

1. 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.
2. 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).

3. DILLARD ENVIRONMENTAL SERVICES, 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 DILLARD ENVIRONMENTAL SERVICES
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. Dillard Env. Services, its officers, employees, and agents, do not (Company Name) have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

5. If an Organizational Conflict of Interest is discovered at any time in the future, Dillard Env. Services 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.

Signed by Affiant: Melina Roach

Printed Name: MELISSA ROACH

Title: VICE PRESIDENT

Company Name: DILLARD ENVIRONMENTAL SERVICES

State of California §

County of Contra Costa §

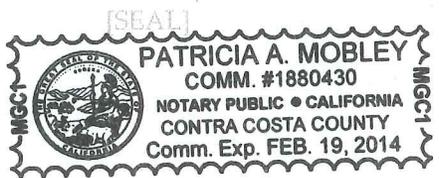
Subscribed and sworn to before me, the undersigned authority, this day personally appeared Melissa Roach and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this 15th day of January, 20 13

Patricia A. Mobley
Notary Signature

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

My commission expires on 2-19-2014



Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Hubert Law, PhD, PE who, after being by me duly sworn, on oath deposed as follows:

My name is Hubert Law, PhD, PE I am the Vice President
(Company Name) (Title)

of Earth Mechanics, Inc.

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:

1. 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.
2. 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).

3. Earth Mechanics, Inc., its officers, employees, and agents, are subject to the provisions of the, AUTHORITY’s Conflict of Interest Policy.
(Company Name)

A diligent search of the relationships and interests of Earth Mechanics, Inc.
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. Earth Mechanics, Inc., its officers, employees, and agents, do not



(Company Name)

have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, Earth Mechanics, 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.

Signed by Affiant: 

Printed Name: Hubert Law, PhD, PE

Title: Vice President

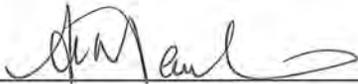
Company Name: Earth Mechanics, Inc.

State of California §

County of Orange §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared Hubert Law, PhD, PE 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 January, 2013


Notary Signature

[SEAL]

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

My commission expires on May 23rd, 2013



Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Eric J. Ruby
who, after being by me duly sworn, on oath deposed as follows:

My name is Eric J. Ruby I am the Senior Vice-President & COO
(Company Name) (Title)

of Environmental Science Associates (ESA)

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:

1. 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.
2. 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).

3. ESA, its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of ESA
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. ESA, its officers, employees, and agents, do not



(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

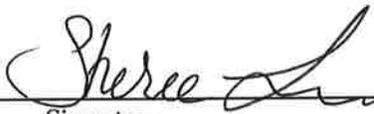
- 5. If an Organizational Conflict of Interest is discovered at any time in the future, ESA will submit an Organizational Conflicts of Interest Disclosure Statement (Form J), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.

Signed by Affiant: 
 Printed Name: Eric J. Ruby
 Title: Senior Vice-President & COO
 Company Name: Environmental Science Associates (ESA)

State of California §
 §
 County of SAN FRANCISCO §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared Eric J. Ruby 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 7th day of January, 20 13


 Notary Signature

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

My commission expires on August 8, 2015



Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared G&C Equipment Corporation who, after being by me duly sworn, on oath deposed as follows:

My name is Cliff Love I am the Project Manager
(Company Name) (Title)

of G&C Equipment Corporation

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:

1. 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.
2. 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).

3. G&C Equipment Corporation, its officers, employees, and agents, are subject to the provisions of the, AUTHORITY's Conflict of Interest Policy.
(Company Name)

A diligent search of the relationships and interests of G&C Equipment Corporation
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. GBC Equipment Corporation, its officers, employees, and agents, do not
(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

5. If an Organizational Conflict of Interest is discovered at any time in the future,
GBC Equipment Corporation will submit an Organizational Conflicts of
(Company 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.

Signed by Affiant: [Signature]

Printed Name: Cliff Love

Title: Project Manager

Company Name: GBC Equipment Corporation

State of California §

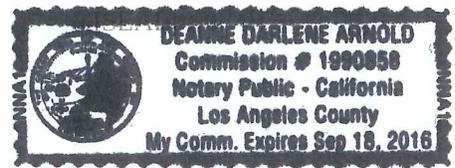
County of Los Angeles §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared Cliff Love 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 10 day of January, 20 13

[Signature]
Notary Signature

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



My commission expires on 09/18/16



Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared STEPHEN T. TIMM who, after being by me duly sworn, on oath deposed as follows:

My name is Stephen T. Timm I am the President
(Company Name) (Title)

of Innovative, Inc.

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:

1. 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.
2. 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).

3. Innovative, 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 Innovative, Inc.
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. Innovative, Inc., its officers, employees, and agents, do not



(Company Name)

have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, Innovative, 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.

Signed by Affiant:

[Handwritten signature]

1-16-2013

Printed Name:

Stephen T. Timm

Title:

President

Company Name:

Innovative, Inc.

State of

California

§
§
§

County of

Los Angeles

§

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 _____

Please see attached document
Notary Signature

[SEAL]

Notary Public in and for the:

California
(Name of State)

My commission expires on

June 20, 2016



CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California }
 County of Los Angeles } SS

Subscribed and sworn to (or affirmed) before me on this
16th day of January, 2013, by
Date Month Year
 (1) Stephen T. Timm
Name of Signer



Proved to me on the basis of satisfactory evidence to be the person who appeared before me () ()
 (and)
 (2) _____
Name of Signer

Proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature of Notary Public

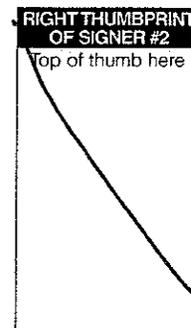
Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Further Description of Any Attached Document

Title or Type of Document: Organization Conflicts of Interest Affidavit
 Document Date: January 16, 2013 Number of Pages: 02
 Signer(s) Other Than Named Above: _____





Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Geun-Sik, Kang who, after being by me duly sworn, on oath deposed as follows:

My name is Korea Rail Network Authority I am the Executive Director
(Company Name) (Title)

of Korea Rail Network Authority

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:

1. 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.
2. 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).

3. Korea Rail Network Authority, its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of Korea Rail Network Authority
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. Korea Rail Network Authority, its officers, employees, and agents, do not





(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, Korea Rail Network Authority _____ 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.

Signed by Affiant: 
 Printed Name: Geun-Sik, Kang
 Title: Executive Director
 Company Name: Korea Rail Network Authority

State of Daejeon §
 §
 County of Korea §
 §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared Geun-Sik, Kang 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 January, 20 13


 Notary Signature
 Notary Public in and for the: Daejeon Korea
 (Name of State)
 My commission expires on AUGUST 31, 2017

[SEAL]



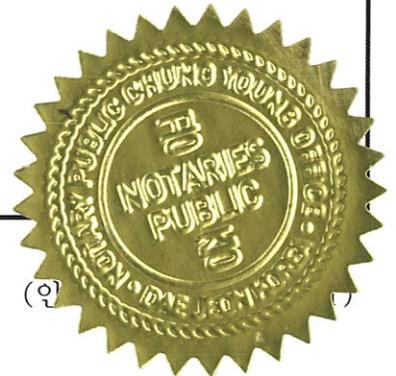
[제41호서식]

Registered No. 2013 - 126

NOTARIAL CERTIFICATE

NOTARY PUBLIC CHUNG YOUNG OFFICE

1478 DOONSAN-DONG, SEO-GU DAEJEON 302-831 KOREA



(인)

등부 2013년 제 126 호

 Registered No. 2013 - 126

인 증

Notarial Certificate

위 조직이해관계 선언서 에
기재된 촉탁인 강 근 식 의 대리인
김 진 남 은 본직의 면전에서
위 촉탁인 본인이 서명 하였다고 자인
하였다.

Kim Jin Nam
attorney - in - fact of
Geun-Sik, Kang

appeared before me and
admitted said principal's
subscription to the attached

2013 . 01 . 04 . 이 사무소에서
위 인증한다.

Organizational Conflicts of Interest Affidavit

This is hereby attested on
this 04th day of January
2013 at this office.

공 증 인 정 영 사 무 소
소 속 대 전 지 방 검 찰 청
대전광역시 서구 둔산동 1478 번지

NOTARY PUBLIC CHUNG YOUNG OFFICE
Belong to Dae Jeon District Prosecutor's Office
1478 DOONSAN-DONG,SEO-GU,DAEJEON,302-831KOREA

공증인





Notary Public Chung Young

This office has been authorize
by the Minister of Justice, the
Republic of Korea to act as
Notary Public since 1 st day of
September 2004
under Law No. 92

Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared 1-2-13
 who, after being by me duly sworn, on oath deposed as follows:

My name is Jill Kroeker I am the President / Owner
(Company Name) (Title)

of J. Kroeker Inc

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:

1. 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.
2. 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).

3. J. Kroeker Inc., its officers, employees, and agents, are subject
(Company Name)
 to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of J. Kroeker Inc
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. J. Kroeker Inc., its officers, employees, and agents, do not



(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, J. Kroeker 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.

Signed by Affiant: Jill Kroeker
 Printed Name: Jill Kroeker
 Title: President / Owner
 Company Name: J. Kroeker Inc

State of California §
 §
 §
 County of Fresno §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared Jill Kroeker 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 2 day of January, 20 13

John R. Ramirez
 Notary Signature

[SEAL]

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

My commission expires on May 25, 2016



Cert. 5 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 Donna Andrews I am the Preseident
(Company Name) (Title)

of Lee Andrews Group, Inc.

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:

1. 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.
2. 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).

3. Lee Andrews Group, 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 Lee Andrews Group, Inc.
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. Lee Andrews Group, Inc., its officers, employees, and agents, do not



(Company Name)

have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, Lee Andrews 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.

Signed by Affiant: 
 Printed Name: Donna Andrews
 Title: President
 Company Name: Lee Andrews Group, Inc.

State of California §
 County of Los Angeles §

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

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

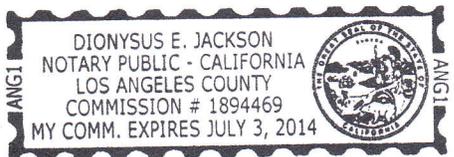
Sworn to and Subscribed before me on this 11th day of January, 20 13


Notary Signature

[SEAL]

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

My commission expires on July 3, 2014



Cert. 5 Organizational Conflicts of Interest Affidavit

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

My name is Derrick P. Landavazo I am the treasurer
(Company Name) (Title)

of Landavazo Bros. Inc.

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:

1. 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.
2. 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).

3. Landavazo Bros. Inc., its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of Landavazo Bros. Inc.
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. Landavazo Bros. Inc. _____, its officers, employees, and agents, do not (Company Name) have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

5. If an Organizational Conflict of Interest is discovered at any time in the future, Landavazo Bros. 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.

Signed by Affiant: Derrick P. Landavazo 11/12/2013

Printed Name: Derrick P. Landavazo

Title: Treasurer

Company Name: Landavazo Bros. Inc.

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 _____

See attached certificate

[SEAL]

Notary Signature _____

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

My commission expires on _____



Cert. 5 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 Debbie A. Martinez I am the Corporate Secretary
(Company Name) (Title)

of Martinez Steel Corporation

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:

1. 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.
2. 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).

3. Martinez Steel Corporation, its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of Martinez Steel Corporation
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

- 4. Martinez Steel Corporation, its officers, employees, and agents, do not
(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
- 5. If an Organizational Conflict of Interest is discovered at any time in the future,
Martinez Steel Corporation will submit an Organizational Conflicts of
(Company 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.

Signed by Affiant: *Debbie A. Martinez*
 Printed Name: Debbie A. Martinez
 Title: Corporate Secretary
 Company Name: Martinez Steel Corporation

State of _____ §
 _____ §
 _____ §
 County of _____ §

Swathal

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 _____



CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
 See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

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

10th day of January, 2016, by
Date Month Year

(1) Debbie A. Martinez
Name of Signer

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

(and _____)

(2) _____
Name of Signer

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

Signature [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1 Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2 Top of thumb here

Cert. 5 Organizational Conflicts of Interest Affidavit

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

My name is MARTIN A. STEINER I am the OWNER
(Company Name) (Title)

of M.A. STEINER CONSTRUCTION

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:

1. 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.
2. 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).

3. M.A. STEINER CONSTRUCTION, its officers, employees, and agents, are subject to the provisions of the, AUTHORITY's Conflict of Interest Policy.
(Company Name)

A diligent search of the relationships and interests of M.A. STEINER CONSTRUCTION
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. _____, its officers, employees, and agents, do not



(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, M.A. STEINER CONSTRUCTION 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.

Signed by Affiant: *[Signature]*

Printed Name: MARTIN A. STEINER

Title: OWNER

Company Name: M.A. STEINER CONSTRUCTION

State of CALIFORNIA §
§
§
County of SACRAMENTO §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared MARTIN A. STEINER 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 3RD day of JANUARY, 20 13

[Signature]
Notary Signature

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

My commission expires on 4/27/2013

[SEAL]



Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared H. Fred Huang who, after being by me duly sworn, on oath deposed as follows:

My name is H. Fred Huang I am the President
(Company Name) (Title)

of MGE Engineering, Inc.

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:

1. 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.
2. 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).

3. MGE Engineering, 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 MGE Engineering, Inc.
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. MGE Engineering, Inc., its officers, employees, and agents, do not



(Company Name)

have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, MGE Engineering, 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.

Signed by Affiant: *[Signature]*
 Printed Name: H. Fred Huang
 Title: President
 Company Name: MGE Engineering, Inc.

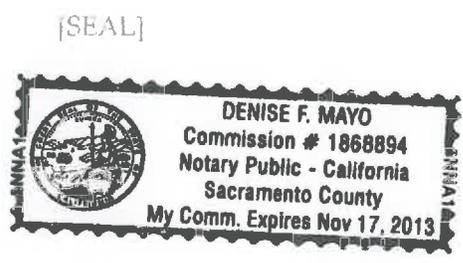
State of California §
 County of Sacramento §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared H. Fred Huang 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 28th day of December, 2012

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

My commission expires on 11-17-2013



Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Kwong M. Cheng who, after being by me duly sworn, on oath deposed as follows:

My name is Kwong M. Cheng I am the President
(Company Name) (Title)

of OPAC Consulting Engineers, Inc.

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:

1. 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.
2. 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).

3. OPAC Consulting Engineers, Inc., its officers, employees, and agents, are subject to the provisions of the, AUTHORITY’s Conflict of Interest Policy.
(Company Name)

A diligent search of the relationships and interests of OPAC Consulting Engineers, Inc.
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. OPAC Consulting Engineers, Inc., its officers, employees, and agents, do not



(Company Name)

have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, OPAC Consulting Engineers, 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.

Signed by Affiant: *Kwong M. Cheng*
 Printed Name: Kwong M. Cheng
 Title: President
 Company Name: OPAC Consulting Engineers, Inc.

State of California §
 County of San Francisco §

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

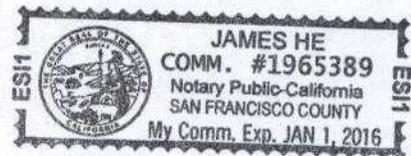
Sworn to and Subscribed before me on this 2nd day of January, 2013

[Signature]
 Notary Signature

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

My commission expires on January 1, 2016

[SEAL]



Cert. 6 Equal Employment Opportunity Certification

To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors.

The undersigned certifies on behalf of Precision Civil Engineering that:

Precision Civil Engineering
(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: [Handwritten Signature]

Title: President / CEO

Date: 1-8-13

If not the Contractor, relationship to the Contractor: _____



Cert. 5 Organizational Conflicts of Interest Affidavit

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

My name is MICHAEL G. TAYLOR I am the SEC-TREAS
(Company Name) (Title)

of PROVOST & PRITCHARD CONSULTING GROUP

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:

1. 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.
2. 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).

3. PROVOST & PRITCHARD CONSULTING 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 PROVOST & PRITCHARD CONSULTING 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. PROVOST & PRITCHARD CONSULTING GROUP, its officers, employees, and agents, do not



(Company Name)

have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

5. If an Organizational Conflict of Interest is discovered at any time in the future,

PROVOST & PRITCHARD CONSULTING 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.

Signed by Affiant: [Signature]

Printed Name: MICHAEL G. TAYLOR

Title: SEC-TREAS

Company Name: PROVOST & PRITCHARD CONSULTING GROUP

State of California §

§

County of Fresno §

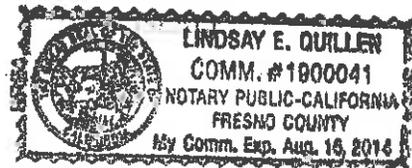
§

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

Michael G. Taylor 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 7th day of January, 20 13

[Signature]
Notary Signature



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

My commission expires on Aug 16, 2014



Cert. 5 Organizational Conflicts of Interest Affidavit

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

My name is Paul Enneking I am the Vice President
(Company Name) (Title)

of Psomas

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:

1. 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.
2. 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).

3. Psomas, 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 Psomas
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. Psomas, its officers, employees, and agents, do not



(Company Name)

have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, Psomas _____ 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.

Signed by Affiant: *Paul Enneking*
 Printed Name: Paul Enneking, PLS
 Title: Vice President
 Company Name: Psomas

State of California §
 §
 County of Placer §
 §

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

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

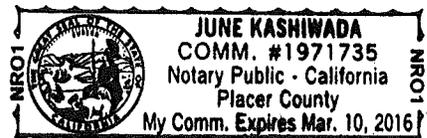
Sworn to and Subscribed before me on this 9th day of January, 20 13

June Kashiwada
Notary Signature

[SEAL]

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

My commission expires on March 10, 2016



Cert. 5 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 Eric Hankinson I am the President
(Company Name) (Title)

of RailPros, Inc.

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:

1. 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.
2. 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).

3. RailPros, Inc., its officers, employees, and agents, are subject
(Company Name)
 to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of RailPros, Inc.
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. RailPros, Inc., its officers, employees, and agents, do not



(Company Name)

have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, RailPros, 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.

Signed by Affiant: _____

Printed Name: _____

Eric Hankinson

Title: _____

President

Company Name: _____

RailPros, Inc.

State of _____

California

§

§

§

County of _____

Orange

§

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

Eric Hankinson

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

3rd

day of

January

, 20

13

Notary Signature

[Handwritten Signature]

Notary Public in and for the:

California

(Name of State)

My commission expires on

July 12, 2015

[SEAL]



Cert. 5 Organizational Conflicts of Interest Affidavit

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

My name is John D. Schuler I am the Owner/Principal
(Company Name) (Title)
of Ruettgers & Schuler Civil Engineers

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:

1. 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.
2. 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).

3. Ruettgers & Schuler Civil Engineers, its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of Ruettgers & Schuler Civil Engineers
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. Ruettgers & Schuler Civil Engineers, its officers, employees, and agents, do not



(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, Ruettgers & Schuler Civil Engineers 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.

Signed by Affiant: *John D. Schuler*
 Printed Name: John D. Schuler
 Title: Owner/Principal
 Company Name: Ruettgers & Schuler Civil Engineers

State of California §
 §
 County of Kern §
 §

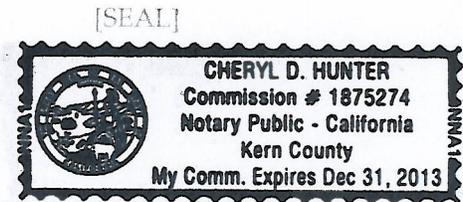
Subscribed and sworn to before me, the undersigned authority, this day personally appeared John D. Schuler and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this 3rd day of January, 2013

Cheryl D. Hunter
 Notary Signature

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

My commission expires on 12/31/2013



Cert. 5 Organizational Conflicts of Interest Affidavit

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

My name is Van Davis I am the CFO
(Company Name) (Title)

of SPER Contracting Corp

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:

1. 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.
2. 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).

3. SPER Contracting Corp, its officers, employees, and agents, are subject to the provisions of the, AUTHORITY's Conflict of Interest Policy.
(Company Name)

A diligent search of the relationships and interests of SPER Contracting Corp
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. SPER Contracting Corp, its officers, employees, and agents, do not



(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, SPCR Contracting Corp 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.

Signed by Affiant: [Signature]

Printed Name: Van Davis

Title: CFO

Company Name: SPCR Contracting Corp

State of CALIFORNIA §

County of SAN DIEGO §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared VAN DAVIS 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 16th day of JANUARY, 20 13

[Signature]
Notary Signature

[SEAL]

Notary Public in and for the: STATE OF CALIFORNIA
(Name of State)

My commission expires on 8-6-14



Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared David L. Borger, P.E.
who, after being by me duly sworn, on oath deposed as follows:

My name is David L. Borger I am the Senior Vice President
(Company Name) (Title)

of STV Incorporated

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:

1. 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.
2. 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).

3. STV Incorporated, its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of STV Incorporated
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. STV Incorporated, its officers, employees, and agents, do not



(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, STV Incorporated 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.

Signed by Affiant: *David L. Borger*
 Printed Name: David L. Borger, P.E.
 Title: Senior Vice President
 Company Name: STV Incorporated

State of California §
 §
 County of San Bernardino §
 §

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

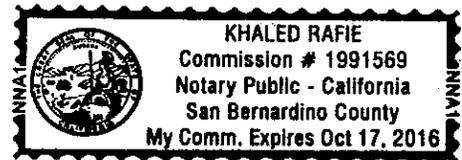
Sworn to and Subscribed before me on this 10th day of January, 2013

Khaled Rafie
 Notary Signature

[SEAL]

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

My commission expires on OCT, 17, 2016



Cert. 5 Organizational Conflicts of Interest Affidavit

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

My name is Garry Hartwig I am the Secretary & Treasurer
(Company Name) (Title)

of SYSTRA Consulting, Inc.

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:

1. 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.
2. 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).

3. SYSTRA Consulting, Inc., its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of SYSTRA Consulting, Inc.
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

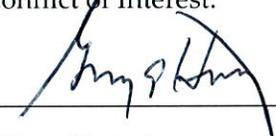
4. SYSTRA Consulting, Inc., its officers, employees, and agents, do not



(Company Name)

have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, SYSTRA Consulting, 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.

Signed by Affiant: 
 Printed Name: Garry Hartwig
 Title: Secretary & Treasurer
 Company Name: SYSTRA Consulting, Inc.

State of New Jersey §
 §
 County of Passaic Morris §
 §

Subscribed and sworn to before me, the undersigned authority, this day personally appeared Garry Hartwig _____ 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 2nd day of January, 20 13


 Notary Signature

[SEAL]

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

My commission expires on _____
CAROL A. RONQUILLO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 3, 2017
I.D. NO. 2068524



Cert. 5 Organizational Conflicts of Interest Affidavit

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

My name is Edward Valverde I am the Vice President
(Company Name) (Title)

Of Valverde Construction, Inc.

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:

1. 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.
2. 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).

3. Valverde Construction, Inc., its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of Valverde Construction, Inc.
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

- 4. Valverde Construction, Inc., its officers, employees, and agents, do not
(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
- 5. If an Organizational Conflict of Interest is discovered at any time in the future,
Valverde Construction, Inc. will submit an Organizational Conflicts of
(Company 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.

Signed by Affiant: 

Printed Name: Edward Valverde

Title: Vice President

Company Name: Valverde Construction, Inc.

State of California §

§

§

County of Los Angeles §

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

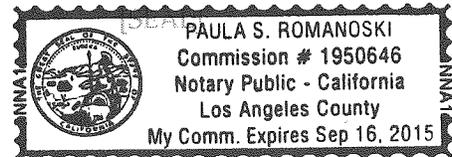
Edward Valverde and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this 10th day of January, 2013


Notary Signature Paula S. Romanoski

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

My commission expires on September 16, 2015



Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Daniel T. Chow
who, after being by me duly sworn, on oath deposed as follows:

My name is Daniel Tai-Shing Chow I am the President and Chief Executive Officer
(Company Name) (Title)

of Willdan Engineering

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:

1. 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.
2. 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).

3. Willdan Engineering, its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of Willdan Engineering
(Company Name)

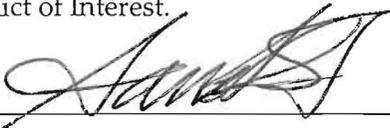
its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. Willdan Engineering, its officers, employees, and agents, do not



(Company Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, Willdan Engineering 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.

Signed by Affiant: 
 Printed Name: Daniel Tai-Shing Chow
 Title: President and Chief Executive Officer
 Company Name: Willdan Engineering

State of California §
 County of Santa Clara §

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

DANIEL TAI-SHING CHOW and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

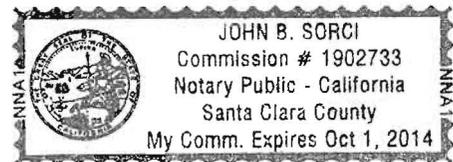
Sworn to and Subscribed before me on this 3 day of Jan, 20 13


Notary Signature

[SEAL]

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

My commission expires on 1 Oct 2013
2014



Cert. 5 Organizational Conflicts of Interest Affidavit

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

My name is Wei Koo I am the President
(Company Name) (Title)

of WKE Inc.

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:

1. 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.
2. 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).

3. WKE Inc., its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of WKE Inc.
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. WKE Inc., its officers, employees, and agents, do not



(Company Name)

have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

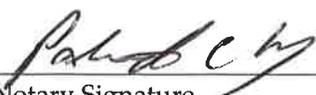
- 5. If an Organizational Conflict of Interest is discovered at any time in the future, WKE Inc. will submit an Organizational Conflicts of Interest Disclosure Statement (Form J), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.

Signed by Affiant: 
 Printed Name: Wei Koo
 Title: President
 Company Name: WKE Inc.

State of California §
 County of Orange §

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

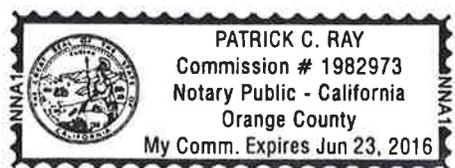
Sworn to and Subscribed before me on this 3 day of January, 20 16


 Notary Signature

[SEAL]

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

My commission expires on 6-23-16



Cert. 5 Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared Han-Bin Llang
who, after being by me duly sworn, on oath deposed as follows:

My name is Han-Bin Llang I am the President
(Company Name) (Title)

of WRECO

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:

1. 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.
2. 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).

3. WRECO, its officers, employees, and agents, are subject
(Company Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

A diligent search of the relationships and interests of WRECO
(Company 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 Proposal No. 11-016 or any contract that may be entered as a result of this Request for Proposal.

4. WRECO, its officers, employees, and agents, do not



(Company Name) have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.

- 5. If an Organizational Conflict of Interest is discovered at any time in the future, WRECO _____ 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.

Signed by Affiant: *Han-Bin Liang*
 Printed Name: Han-Bin Liang
 Title: President
 Company Name: WRECO

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 _____

SEE ATTACHED CALIFORNIA NOTARIAL CERTIFICATE
APR 01/04/2013



Jurat

State of California

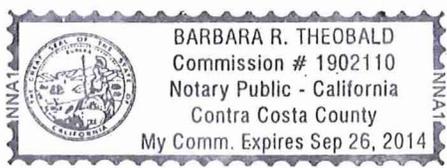
County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 4th day of JANUARY,
20 13 by HAN-BIN LIANG

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

Barbara R. Theobald
Signature

(Notary seal)



OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. 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
Affidavit
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages — Document Date 1/4/13

(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



Form J - Organizational Conflicts of Interest Disclosure Statement

Form J. 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.

Tutor Perini / Zachry / Parsons, a Joint Venture (TPZP), will take steps to avoid or mitigate any organizational conflicts of interest. The TPZP Officer-in-Charge will establish guidelines which will be disseminated to assigned personnel. Any potential or actual conflicts will be brought up the chain of command reported to CHSRA. The TPZP Officer-in-Charge will also suggest and seek agreement with the CHSRA. regarding actions to resolve the potential or actual conflict.

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 Certifying Team Representative

Ronald N. Tutor

Printed Name

Chairman and Chief Executive Officer

Title Tutor Perini Corporation
Proposer's Official Representative

Offering Organization Name, Address, and Telephone

Tutor Perini / Zachry / Parsons, a Joint Venture
15901 Olden Street
Sylmar, California 91342
(818) 362-8391





Cert. 11 - Iran Contracting Certification

Cert. 11 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 11-016 Design Build Services for Construction Package #1 of the Initial Construction Segment of the California High-Speed Train System.

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

Date: January 10, 2013

Entity: Tutor Perini/Zachry/Parsons, a Joint Venture

Signature: 

Printed Name Ronald N. Tutor

Title: Chairman and Chief Executive Officer*

Note: Duplicate this form so that it is signed by the Proposer and all joint venture members of the Proposer.

* Tutor Perini Corporation
Proposer's Official Representative



Cert. 11 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

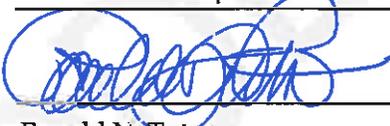
It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a), or as a person described in Section 2202.5(b), as applicable; or

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 11-016 Design Build Services for Construction Package #1 of the Initial Construction Segment of the California High-Speed Train System.

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

Date: January 10, 2013

Entity: Tutor Perini Corporation

Signature: 

Printed Name Ronald N. Tutor

Title: Chairman and Chief Executive Officer

Note: Duplicate this form so that it is signed by the Proposer and all joint venture members of the Proposer.



Cert. 11 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 11-016 Design Build Services for Construction Package #1 of the Initial Construction Segment of the California High-Speed Train System.

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

Date: December 20, 2012

Entity: Zachry Construction Corporation

Signature: 

Printed Name Mr. Jean Abiassi, P.E.

Title: President and Chief Operating Officer

Note: Duplicate this form so that it is signed by the Proposer and all joint venture members of the Proposer.



Cert. 11 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

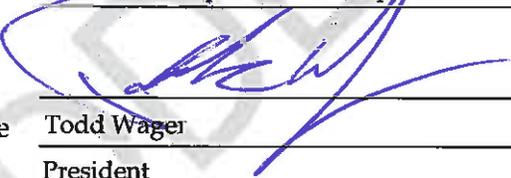
It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a), or as a person described in Section 2202.5(b), as applicable; or

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 11-016 Design Build Services for Construction Package #1 of the Initial Construction Segment of the California High-Speed Train System.

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

Date: January 14, 2013

Entity: Parsons Transportation Group Inc.

Signature: 

Printed Name Todd Wager

Title: President

Note: Duplicate this form so that it is signed by the Proposer and all joint venture members of the Proposer.





Cert. 12 - Darfur Contracting Act Certification

Cert. 12 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,
Initials business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476,
Initials 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.  We currently have, or we have had within the previous three years, business
Initials 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.

<i>Proposer Firm Name (Printed)</i> Tutor Perini / Zachry / Parsons, a Joint Venture		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Ronald N. Tutor, Chairman and Chief Executive Officer, Tutor Perini Corporation*		
<i>Date Executed</i> January 10, 2013	<i>Executed in the County and State of</i> Los Angeles County, State of California	

* Proposer's Official Representative





Cert. 4 - Non-Collusion Affidavit

Cert. 4 Non-Collusion Affidavit

State of California §

§

§

County of Los Angeles §

§

The undersigned declares:

I am the Proposer's Official Representative of Tutor Perini/Zachry/Parsons, a 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.

I have the full power to execute, and do execute this declaration on behalf of



Tutor Perini/Zachry/Parsons
(Proposer)

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 10th day of January, 20 13 at Sylmar, California
(city) (state).

Signature of Affiant Ronald N. Tutor, Chairman and CEO, Tutor Perini Corporation
Proposer's Official Representative

Subscribed and sworn to before me on this _____ day of _____, 20 _____
at _____, _____
(City) (State)

*See Attached Certificate
Dm 1/10/13*

Seal of Notary Public or
Officer Taking Oath

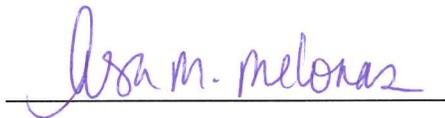
Signature of Notary Public or
Officer Taking Oath

ADDENDUM 9



STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Subscribed and sworn to before me on this 10th day of January, 2013, by
Ronald N. Tutor, proved to me on the basis of satisfactory evidence to be
the person who appeared before me.



Lisa M. Melonas, Notary Public

My Commission expires April 5, 2016



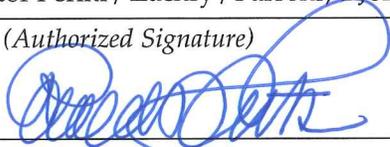
Doc: RFP No: HSR 11-16 / Cert. 4 Non-Collusion Affidavit



Cert. 13 - Certification Regarding Miscellaneous State Requirements

Cert. 13 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.

<i>Proposer Firm Name (Printed)</i> Tutor Perini / Zachry / Parsons, a Joint Venture	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Ronald N. Tutor, Chairman and Chief Executive Officer, Tutor Perini Corporation*	
<i>Date Executed</i> January 10, 2013	<i>Executed in the County and State of</i> Los Angeles County, State of California

* Proposer's Official Representative

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.





Surety Letter

January 14, 2013

California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento CA 95814

RE: Tutor Perini/Zachry/Parsons a Joint Venture
Design Build Services for Construction Package #1

Ladies and Gentlemen:

Please be advised that Tutor Perini/Zachry/Parsons a Joint Venture is a joint venture composed of three participants: Tutor Perini Corporation, Zachry Construction Corporation and Parsons Transportation Group Inc. Travelers Casualty and Surety Company of America, Liberty Mutual Insurance Company, Zurich American Insurance Company, Federal Insurance Company and Pacific Indemnity Company are proud to be associated with the members of this joint venture. It is our considered opinion that these are three of the most outstanding construction organizations in North America. Their combined skill, integrity and financial responsibility as a joint venture are unquestioned.

The undersigned surety companies, all licensed to do business in the State of California, have read the Request for Proposal (RFP) Documents, through Addendum 9 and are prepared to issue the Performance Bond and Payment Bond in the form and amount required by the RFP Documents. We hereby confirm our willingness to issue the Performance Bond in the form and amount required by the RFP Documents, Book 2, Signature Document, in an amount equal to 50% of the Total Contract Price and the Payment Bond in the form an amount required by the RFP Documents, Book 2, Signature Document, in an amount equal to 100% of the Total Contract Price on behalf of Tutor Perini/Zachry/Parsons a Joint Venture. This commitment is subject to the award and execution of the Contract to Tutor Perini/Zachry/Parsons a Joint Venture within the validity period for Proposals.

The undersigned surety companies' analysis incorporates the events and factors surrounding changes in material conditions included in the Material Change Disclosure as required by Instructions to Proposers Part A.9.2.3. No special conditions will be imposed upon the Tutor Perini/Zachry/Parsons a Joint Venture and its participants resulting from the changes identified in the Material Change Disclosure.

Signed, sealed and dated this 14th day of January, 2013.

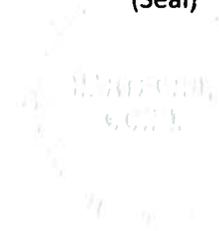
Sincerely,
Travelers Casualty and Surety Company of America
Lead Co-Surety
One Tower Square, 2S2B, Hartford, CT 06183
A.M. Best Rating: A+ XIV

BY:



Lisa L. Thornton, Attorney-in-Fact

(Seal)



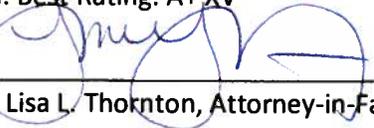
Liberty Mutual Insurance Company
175 Berkeley Street, Boston MA 02116
A.M. Best Rating: A XV

BY: 

Lisa L. Thornton, Attorney-in-Fact

(Seal)

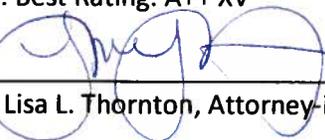
Zurich American Insurance Company
1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196
A.M. Best Rating: A+ XV

BY: 

Lisa L. Thornton, Attorney-in-Fact

(Seal)

Federal Insurance Company
15 Mountain View Road, Warren, NJ 07059
A.M. Best Rating: A++ XV

BY: 

Lisa L. Thornton, Attorney-in-Fact

(Seal)

Pacific Indemnity Company
15 Mountain View Road, Warren, NJ 07059
A.M. Best Rating: A++ XV

BY: 

Lisa L. Thornton, Attorney-in-Fact

(Seal)

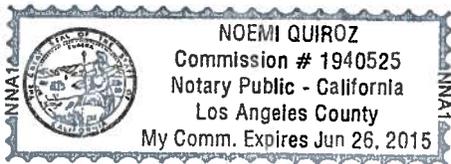
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On January 14, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: _____

Noemi Quiroz, Notary Public



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. 225527

Certificate No. 005272417

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

E. S. Albrecht Jr., C. K. Nakamura, Noemi Quiroz, Lisa L. Thornton, and Maria Pena

of the City of Los Angeles, State of California, 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 13th day of November, 2012.

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: [Signature]
Robert L. Raney, Senior Vice President

On this the 13th day of November, 2012, 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.



[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 14th day of January, 20 13.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


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. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

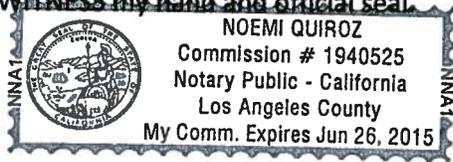
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On January 14, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: [Handwritten Signature]
Noemi Quiroz, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On January 14, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: [Handwritten Signature]
Noemi Quiroz, Notary Public

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.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint E. S. ALBRECHT, JR., C. K. NAKAMURA, LISA L. THORNTON, MARIA PENA, NOEMI QUIROZ, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

, 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 the penal sum not exceeding FIVE HUNDRED MILLION AND 00/100 DOLLARS (\$ 500,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

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.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to 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.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 10th day of August, 2011.



LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of August, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the 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.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 14th day of January, 2013.



By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, 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.

ZURICH AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the ZURICH AMERICAN INSURANCE COMPANY, a corporation created by and existing under the laws of the State of New York does hereby nominate, constitute and appoint C. K. NAKAMURA, Lisa L. THORNTON, E. S. ALBRECHT JR., Maria PENA and Noemi QUIROZ, all of Los Angeles, California, EACH its true and lawful Attorneys-In-Fact with power and authority hereby conferred to sign, seal, and execute in its behalf, during the period beginning with the date of issuance of this power, : **any and all bonds and undertakings, recognizances or other written obligations in the nature thereof**, and to bind ZURICH AMERICAN INSURANCE COMPANY thereby, and all of the acts of said Attorney[s]-in-Fact pursuant to these presents are hereby ratified and confirmed . This Power of Attorney is made and executed pursuant to and by the authority of the following By-Law duly adopted by the Board of Directors of the Company which By-Law has not been amended or rescinded.

Article VI, Section 5. "...The President or a Vice President in a written instrument attested by a Secretary or an Assistant Secretary may appoint any person Attorney-In-Fact with authority to execute surety bonds on behalf of the Company and other formal underwriting contracts in reference thereto and reinsurance agreements relating to individual policies and bonds of all kinds and attach the corporate seal. Any such officers may revoke the powers granted to any Attorney-In-Fact."

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 ZURICH AMERICAN INSURANCE COMPANY by unanimous consent in lieu of a special meeting dated December 15, 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 pursuant to Article VI, Section 5 of the By-Laws, and the signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power. Any such power or any certificate thereof with such facsimile signature and seal shall be valid and binding on the Company. Furthermore, such power so executed, sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding on the Company."

IN WITNESS WHEREOF, the ZURICH AMERICAN INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this **15th day of November, A.D. 2011**. This power of attorney revokes that issued on behalf of C. K. NAKAMURA, Lisa L. THORNTON, E. S. ALBRECHT JR., Maria PENA, dated June 24, 2011.



ZURICH AMERICAN INSURANCE COMPANY

Eric D. Barnes

Frank E. Martin Jr.

STATE OF MARYLAND }
CITY OF BALTIMORE }

ss: *Eric D. Barnes* Secretary *Frank E. Martin Jr.* Vice President

On the 15th day of November, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came the above named Vice President and Secretary of ZURICH AMERICAN INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same and being by me duly sworn, they severally and each for himself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their respective signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

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



Constance A. Dunn

Notary Public My Commission Expires: *July 14, 2015*

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

CERTIFICATE

I, the undersigned, a Secretary of the ZURICH AMERICAN INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that Article VI, Section 5 of the By-Laws of the Company and the Resolution of the Board of Directors set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed the seal of said Company

Gerald F. Haley

the 14th day of January 2013

Gerald F. Haley

Secretary



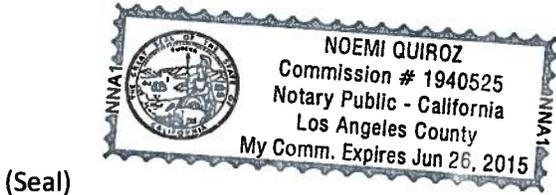
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

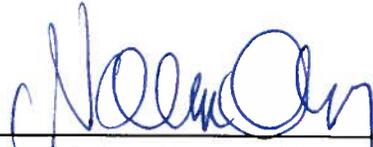
State of California)
) ss
County of Los Angeles)

On January 14, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: 
Noemi Quiroz, Notary Public

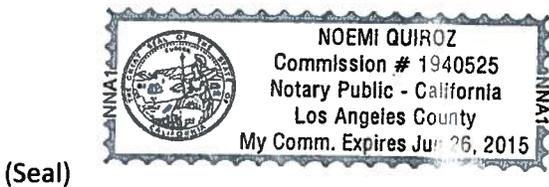
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On January 14, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: 
Noemi Quiroz, Notary Public



**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 E.S. Albrecht, Jr., C.K. Nakamura, Noemi Quiroz and Lisa L. Thornton of Los Angeles, California -----

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 11th day of November, 2011.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this 11th day of November, 2011 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**

Katherine J. Adelaar

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 14th day of January 2013



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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



**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 E.S. Albrecht, Jr., C.K. Nakamura, Noemi Quiroz and Lisa L. Thornton of Los Angeles, California -----

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 11th day of November, 2011.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this 11th day of November, 2011 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**

Katherine J. Adelaar
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 14th day of January 2013



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

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



Surety Default

January 14, 2013

California High-Speed Rail Authority
770 L. Street, Suite 800
Sacramento, CA 95814

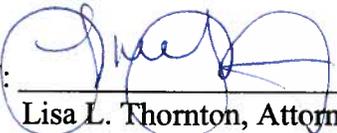
RE: Tutor Perini / Zachry / Parsons, a Joint Venture
California High-Speed Train Project

To Whom It May Concern:

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

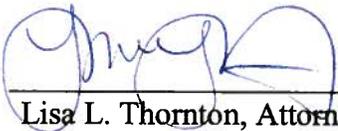
It is the undersigned surety companies' position that such allegations have stemmed from good faith disputes over the timing or scope of an underlying obligation of the undersigned surety companies or, in some cases, whether any obligation even existed. In such cases, the undersigned surety companies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

Sincerely,
Travelers Casualty and Surety Company of America
One Tower Square, 2S2B, Hartford, CT 06183

BY:  _____
Lisa L. Thornton, Attorney-in-Fact

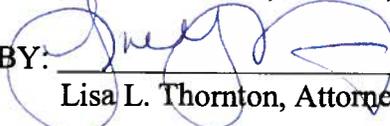
(Seal)

Liberty Mutual Insurance Company
175 Berkeley Street, Boston MA 02116

BY:  _____
Lisa L. Thornton, Attorney-in-Fact

(Seal)

Zurich American Insurance Company
1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196

BY: 

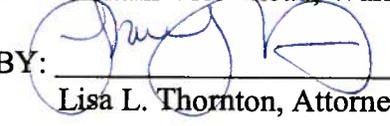
Lisa L. Thornton, Attorney-in-Fact

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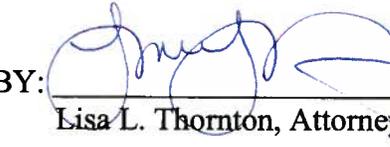
(Seal)

Federal Insurance Company
15 Mountain View Road, Warren, NJ 07059

BY: 

Lisa L. Thornton, Attorney-in-Fact

Pacific Indemnity Company
15 Mountain View Road, Warren, NJ 07059

BY: 

Lisa L. Thornton, Attorney-in-Fact

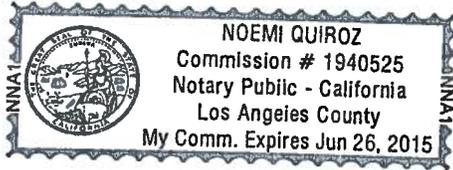
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On January 14, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: [Handwritten Signature]
Noemi Quiroz, Notary Public

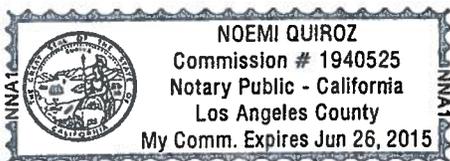
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On January 14, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: [Handwritten Signature]
Noemi Quiroz, Notary Public



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. 225527

Certificate No. 005272418

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

E. S. Albrecht Jr., C. K. Nakamura, Noemi Quiroz, Lisa L. Thornton, and Maria Pena

of the City of Los Angeles, State of California, 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 13th day of November, 2012

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: [Signature]
Robert L. Raney, Senior Vice President

On this the 13th day of November, 2012, 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.



[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 14th day of January, 20 13.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


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. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint E. S. ALBRECHT, JR., C. K. NAKAMURA, LISA L. THORNTON, MARIA PENA, NOEMI QUIROZ, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

, 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 the penal sum not exceeding FIVE HUNDRED MILLION AND 00/100 DOLLARS (\$ 500,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

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.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to 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.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 10th day of August 2011.



LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of August, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the 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.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 14th day of January 2013.



By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, 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.

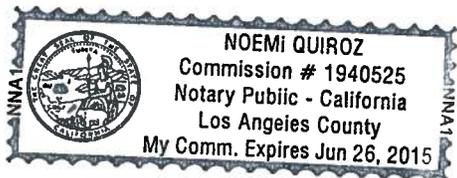
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On January 14, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: _____

Noemi Quiroz
Noemi Quiroz, Notary Public

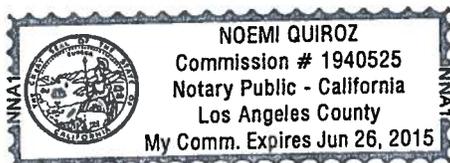
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On January 14, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: _____

Noemi Quiroz
Noemi Quiroz, Notary Public

ZURICH AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the ZURICH AMERICAN INSURANCE COMPANY, a corporation created by and existing under the laws of the State of New York does hereby nominate, constitute and appoint C. K. NAKAMURA, Lisa L. THORNTON, E. S. ALBRECHT JR., Maria PENA and Noemi QUIROZ, all of Los Angeles, California, EACH its true and lawful Attorneys-In-Fact with power and authority hereby conferred to sign, seal, and execute in its behalf, during the period beginning with the date of issuance of this power, : any and all bonds and undertakings, recognizances or other written obligations in the nature thereof, and to bind ZURICH AMERICAN INSURANCE COMPANY thereby, and all of the acts of said Attorney[s]-in-Fact pursuant to these presents are hereby ratified and confirmed . This Power of Attorney is made and executed pursuant to and by the authority of the following By-Law duly adopted by the Board of Directors of the Company which By-Law has not been amended or rescinded.

Article VI, Section 5. "...The President or a Vice President in a written instrument attested by a Secretary or an Assistant Secretary may appoint any person Attorney-In-Fact with authority to execute surety bonds on behalf of the Company and other formal underwriting contracts in reference thereto and reinsurance agreements relating to individual policies and bonds of all kinds and attach the corporate seal. Any such officers may revoke the powers granted to any Attorney-In-Fact."

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 ZURICH AMERICAN INSURANCE COMPANY by unanimous consent in lieu of a special meeting dated December 15, 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 pursuant to Article VI, Section 5 of the By-Laws, and the signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power. Any such power or any certificate thereof with such facsimile signature and seal shall be valid and binding on the Company. Furthermore, such power so executed, sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding on the Company."

IN WITNESS WHEREOF, the ZURICH AMERICAN INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this 15th day of November, A.D. 2011. This power of attorney revokes that issued on behalf of C. K. NAKAMURA, Lisa L. THORNTON, E. S. ALBRECHT JR., Maria PENA, dated June 24, 2011.



ZURICH AMERICAN INSURANCE COMPANY

Eric D. Barnes

Frank E. Martin Jr.

STATE OF MARYLAND }
CITY OF BALTIMORE }

SS:

Eric D. Barnes

Secretary

By:

Frank E. Martin Jr.

Vice President

On the 15th day of November, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came the above named Vice President and Secretary of ZURICH AMERICAN INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same and being by me duly sworn, they severally and each for himself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their respective signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

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



Constancia A. Dunn

Notary Public

My Commission Expires: July 14, 2015

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

CERTIFICATE

I, the undersigned, a Secretary of the ZURICH AMERICAN INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that Article VI, Section 5 of the By-Laws of the Company and the Resolution of the Board of Directors set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed the seal of said Company

Gerald F. Haley

Gerald F. Haley

Secretary



the 14th day of January, 2013



**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 E.S. Albrecht, Jr., C.K. Nakamura, Noemi Quiroz and Lisa L. Thornton of Los Angeles, California -----

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 11th day of November, 2011.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this 11th day of November, 2011 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 14, 2014**

Katherine J. Adelaar
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 14th day of January 2013



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

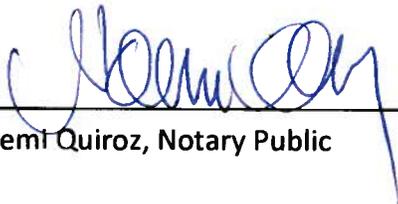
On January 14, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: 
Noemi Quiroz, Notary Public



**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 E.S. Albrecht, Jr., C.K. Nakamura, Noemi Quiroz and Lisa L. Thornton of Los Angeles, California -----

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 11th day of November, 2011.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this 11th day of November, 2011 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 14, 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 14th day of January 2013



Dawn M. Chloros, Assistant Secretary

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



Joint and Several Liability

Tutor Perini Corporation
15901 Olden Street
Sylmar, CA 91342
Tel: 818/362-8391 Fax: 818/367-9574

Tutor Perini

Over a Century of Excellence

Ronald N. Tutor
Chairman & CEO

August 27, 2012

Elizabeth Stone, Contracts Office
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

**Reference: Request for Proposal (RFP) No. HSR 11-16,
Initial Construction Segment
Construction Package No. 1**

Subject: Jointly and Severally Liable

Ladies and Gentlemen:

Tutor Perini Corporation, Zachry Construction Corporation and Parsons Transportation Group Inc. have formed a joint venture in the name of Tutor Perini/Zachry/Parsons, a Joint Venture for the purpose of providing a Proposal for and executing and entering into California High-Speed Rail Authority, Request for proposal (RFP) No. HSR 11-16, Initial Construction Segment, Construction Package No. 1. On behalf of Tutor Perini Corporation and in support of Tutor Perini/Zachry/Parsons, a Joint Venture's Proposal, I state the following:

Tutor Perini Corporation agrees that it is jointly and severally liable for the covenants, obligations and liabilities of Tutor Perini/Zachry/Parsons, a Joint Venture under the Proposal, and all the duties and obligations of the Design-Builder under any Contract or other agreement arising there from.

Respectfully submitted,



Ronald N. Tutor
Chairman and Chief Executive Officer
Tutor Perini Corporation



November 2, 2012

Elizabeth Stone, Contracts Office
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

Reference: Request for Proposal (RFP) No. HSR 11-16,
Initial Construction Segment
Construction Package No. 1

Subject: Jointly and Severally Liable

Ladies and Gentlemen:

Tutor Perini Corporation, Zachry Construction Corporation and Parsons Transportation Group Inc. have formed a joint venture in the name of Tutor Perini/Zachry/Parsons, a Joint Venture for the purpose of providing a Proposal for and executing and entering into California High-Speed Rail Authority, Request for proposal (RFP) No. HSR 11-16, Initial Construction Segment, Construction Package No. 1. On behalf of Zachry Construction Corporation and in support of Tutor Perini/Zachry/Parsons, a Joint Venture's Proposal, I state the following:

Zachry Construction Corporation agrees that it is jointly and severally liable for the covenants, obligations and liabilities of Tutor Perini/Zachry/Parsons, a Joint Venture under the Proposal, and all the duties and obligations of the Design-Builder under any Contract or other agreement arising there from.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Jean Abiassi', written over a faint, illegible printed name.

Mr. Jean Abiassi, P.E.
President and Chief Operating Officer
Zachry Construction Corporation

January 14, 2013

Elizabeth Stone, Contracts Office
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

**Reference: Request for Proposal (RFP) No. HSR 11-16,
Initial Construction Segment
Construction Package No. 1**

Subject: Jointly and Severally Liable

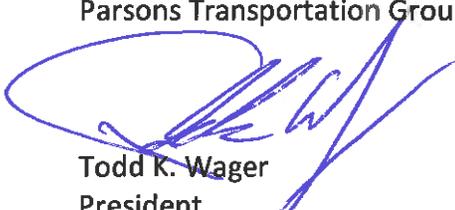
Dear Ms. Stone:

Tutor Perini Corporation, Zachry Construction Corporation and Parsons Transportation Group Inc. have formed a Joint Venture in the name of Tutor Perini/Zachry/Parsons, a Joint Venture for the purpose of providing a Proposal for and executing and entering into California High-Speed Rail Authority, Request for Proposal (RFP) No. HSR 11-16, Initial Construction Segment, Construction Package No. 1. On behalf of Tutor Perini Corporation and in support of Tutor Perini/Zachry/Parsons, a Joint Venture's Proposal, I state the following:

Parsons Transportation Group Inc. agrees that it is jointly and severally liable for the covenants, obligations and liabilities of Tutor Perini/Zachry/Parsons, a Joint Venture under the Proposal, and all the duties and obligations of the Design-Builder under any Contract or other agreement arising there from.

Respectfully submitted,

Parsons Transportation Group Inc.


Todd K. Wager
President



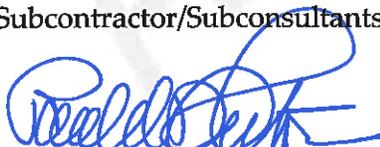
Form D - Schedule of Subcontractor(s)/Subconsultant(s)

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:	Innovative, Inc.	Concrete flatwork, curb and gutter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	42335 0th St. W. #104			<input type="checkbox"/> No
City, State Zip:	Quartz Hill, CA 93536		If "Yes": <input type="checkbox"/> DBE <input checked="" type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input checked="" type="checkbox"/> \$2 Mil-\$5 Mil
Phone:	661-718-2351			<input type="checkbox"/> > \$5Mil
Fax:	661-718-1013			
Tax ID:	[REDACTED]		Age of Firm:	
Contact Person:	Steve Timm	9 yrs		
Email:	stimm19@yahoo.com			
Name:	SPER Contracting Corp	MSE block walls - furnish and install	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	P.O. Box 502908			<input type="checkbox"/> No
City, State Zip:	San Diego, CA 92150		If "Yes": <input 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:	760-471-2500			<input type="checkbox"/> > \$5Mil
Fax:	760-471-9128			
Tax ID:	[REDACTED]		Age of Firm:	
Contact Person:	Josh Vatron	11 yrs 7 mos		
Email:	Josh@retwalls.com			
Name:	J. Kroeker Inc	Clearing, demolition	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	748 W Heritage Ave			<input type="checkbox"/> No
City, State Zip:	Clovis, CA 93619		If "Yes": <input type="checkbox"/> DBE <input checked="" type="checkbox"/> SB <input checked="" type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input checked="" type="checkbox"/> \$2Mil-\$5Mil
Phone:	559-408-8337			<input type="checkbox"/> > \$5Mil
Fax:	559-475-7311			
Tax ID:	[REDACTED]		Age of Firm:	
Contact Person:	Jill Kroeker	4 yrs 5 mos		
Email:	jkroekerinc@gmail.com			

(Add rows/pages as needed)

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Signature of Team Representative

Ronald N. Tutor

Printed Name

Chairman and Chief Executive Officer

Title Tutor Perini Corporation
Proposer's Official Representative

Offering Organization Name, Address, and Telephone

Tutor Perini / Zachry / Parsons, a Joint Venture
15901 Olden Street
Sylmar, California 91342
(818) 362-8391

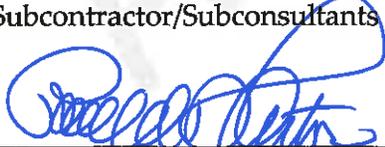


Form D. Schedule of Subcontractor(s)/ Subconsultant(s)

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:	Valverde Construction Inc.	Underground utilities	<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 type="checkbox"/> \$500K-\$2 Mil <input checked="" type="checkbox"/> \$2 Mil-\$5 Mil <input type="checkbox"/> > \$5Mil
Street Address:	10918 Shoemaker Ave			
City, State Zip:	Santa Fe Springs, CA 90670			
Phone:	562-906-1826			
Fax:	562-906-1918			
Tax ID:	[REDACTED]			
Contact Person:	Edward Valverde			
Email:	edwardv@valverdeconst.com	Age of Firm: 40 yrs		
Name:	Landavazo Bros., Inc.	Furnish, pump, place and finish structural concrete	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes": <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K <input type="checkbox"/> \$500K-\$2 Mil <input type="checkbox"/> \$2 Mil-\$5 Mil <input checked="" type="checkbox"/> > \$5Mil
Street Address:	29280 Pacific Street			
City, State Zip:	Hayward, CA 94544			
Phone:	510-581-7104			
Fax:	510-581-7423			
Tax ID:	[REDACTED]			
Contact Person:	Ted Landavazo			
Email:	ted@landavazoconcrete.com	Age of Firm: 23 yrs		
Name:	Cor-Ray Painting Co., Inc.	Painting	<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 type="checkbox"/> \$500K-\$2Mil <input checked="" type="checkbox"/> \$2Mil-\$5Mil <input type="checkbox"/> > \$5Mil
Street Address:	10114 Shoemaker Ave.			
City, State Zip:	Santa Fe Springs, CA 90670			
Phone:	562-906-9770			
Fax:	562-906-6104			
Tax ID:	[REDACTED]			
Contact Person:	David Tracy			
Email:	dtracey@corraypainting.com	Age of Firm: 59 yrs		

(Add rows/pages as needed)

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 Signature of Team Representative
Ronald N. Tutor

 Printed Name
Chairman and Chief Executive Officer

 Title Tutor Perini Corporation
 Proposer's Official Representative

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

Tutor Perini / Zachry / Parsons, a Joint Venture 15901 Olden Street Sylmar, California 91342 (818) 362-8391
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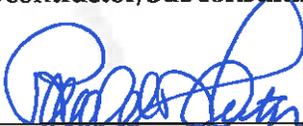


Form D. Schedule of Subcontractor(s)/ Subconsultant(s)

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:	G&C Equipment Corporation	Equipment rental and supplying misc construction materials	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	1875 W Redondo Beach Bl. #102			<input type="checkbox"/> No
City, State Zip:	Gardena, CA 90247		If "Yes": <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> SB	
Phone:	310-515-6715			<input type="checkbox"/> Micro B <input checked="" type="checkbox"/> DVBE
Fax:	310-515-5046		Age of Firm:	
Tax ID:	[REDACTED]		32 yrs	
Contact Person:	Cliff Lowe	Furnish and install reinforcing material	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	1420 N. Claremont Blvd. #108-A			<input type="checkbox"/> No
City, State Zip:	Claremont, CA 91711		If "Yes": <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> SB	
Phone:	909-946-0686			<input type="checkbox"/> Micro B <input type="checkbox"/> DVBE
Fax:	909-946-8161		Age of Firm:	
Tax ID:	[REDACTED]		18 yrs	
Contact Person:	Harry Williams	Trucking	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	P.O. Box 579			<input type="checkbox"/> No
City, State Zip:	Byron, CA 94514		If "Yes": <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> SB	
Phone:	925-634-6850			<input type="checkbox"/> Micro B <input type="checkbox"/> DVBE
Fax:	925-634-0874		Age of Firm:	
Tax ID:	[REDACTED]		25 yrs	
Contact Person:	Melissa Roach			
Email:	melissar@dillardenv.com			

(Add rows/pages as needed)

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Signature of Team Representative
Ronald N. Tutor
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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:	AMEC Environment & Infrastruct	Geotechnical	<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	2101 Webster Street, 12 Floor			<input checked="" type="checkbox"/> No
City, State Zip:	Oakland, CA 94612		If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB	
Phone:	(510) 663-4100			<input type="checkbox"/> Micro B <input type="checkbox"/> DVBE
Fax:	(510) 663-4141			
Tax ID:	[REDACTED]			
Contact Person:	Jim French	Age of Firm:		
Email:	jim.french@amec.com	18 yrs.		
Name:	CHS Consulting Group	Traffic Engineering Analysis, Traffic Management, Signal Design	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	130 Sutter Street, Suite 468			<input type="checkbox"/> No
City, State Zip:	San Francisco, CA 94104		If "Yes": <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> SB	
Phone:	(415) 392-9688			<input type="checkbox"/> Micro B <input type="checkbox"/> DVBE
Fax:	(415) 392-9788			
Tax ID:	[REDACTED]			
Contact Person:	Chi-Hsin Shao	Age of Firm:		
Email:	chshao@chsconsulting.net	12 yrs. 7 mos.		
Name:	Citadel CPM, Inc.	Project Coordination, Document Control, Scheduling	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	4 East Holly Street, Suite 219			<input type="checkbox"/> No
City, State Zip:	Pasadena, CA 91103		If "Yes": <input type="checkbox"/> DBE <input checked="" type="checkbox"/> SB	
Phone:	(626) 796-7926			<input checked="" type="checkbox"/> Micro B <input type="checkbox"/> DVBE
Fax:	(626) 796-1305			
Tax ID:	[REDACTED]			
Contact Person:	Fadi R. Rassam	Age of Firm:		
Email:	frassam@citadelcpm.com	6 yrs. 3 mos.		

(Add rows/pages as needed)

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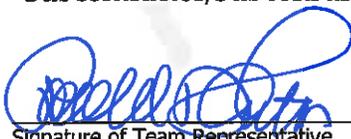


Form D. Schedule of Subcontractor(s)/ Subconsultant(s)

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:	Earth Mechanics, Inc.	Geotechnical	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	17800 Newhope Street, Suite B			<input type="checkbox"/> No
City, State Zip:	Fountain Valley, CA 92708		If "Yes":	
Phone:	(714) 751-3826			<input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> SB
Fax:	(714) 751-3928		<input type="checkbox"/> Micro B	
Tax ID:	[REDACTED]		<input type="checkbox"/> DVBE	
Contact Person:	Hubert Law, PhD, PE	Age of Firm:		
Email:	h.law@earthmech.com	23 yrs. 11 mos.		
Name:	Environmental Science Associates	Environmental Monitoring and Compliance	<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	550 Kearny Street, Suite 800			<input checked="" type="checkbox"/> No
City, State Zip:	San Francisco, CA 94108		If "Yes":	
Phone:	(415) 896-5900			<input type="checkbox"/> DBE <input type="checkbox"/> SB
Fax:	(415) 896-0332		<input type="checkbox"/> Micro B	
Tax ID:	[REDACTED]		<input type="checkbox"/> DVBE	
Contact Person:	Patricia Berryhill	Age of Firm:		
Email:	pberryhill@esassoc.com	43 yrs. 5 mos.		
Name:	Korea Rail Network Authority	High-Speed Train Technical Consultant	<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	242, Jungang-Ro, Dong Gu			<input checked="" type="checkbox"/> No
City, State Zip:	Daejeon City 300-731, Korea		If "Yes":	
Phone:	+82-42-607-3417			<input type="checkbox"/> DBE <input type="checkbox"/> SB
Fax:	+82-42-607-3289		<input type="checkbox"/> Micro B	
Tax ID:	[REDACTED]		<input type="checkbox"/> DVBE	
Contact Person:	Kim, Jin-Nam	Age of Firm:		
Email:	jjin1378@kr.or.kr	9 yrs.		

(Add rows/pages as needed)

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Signature of Team Representative

Ronald N. Tutor

Printed Name

Chairman and Chief Executive Officer

Title

Tutor Perini Corporation
Proposer's Official Representative

Offering Organization Name, Address, and Telephone

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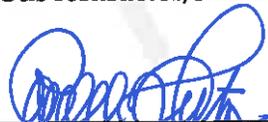


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Names and Addresses of Subcontractor(s)/Subconsultant(s)		Type of Work to be Performed	Small Business Status (Check all that apply)	Previous Year's Annual Gross Receipts	
Name:	Lee Andrews Group, Inc.	Community Outreach/DBE Compliance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K	
Street Address:	818 West 7th St., Suite 750			<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2 Mil
City, State Zip:	Los Angeles, CA 90017		If "Yes": <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> SB	<input checked="" type="checkbox"/> \$2 Mil-\$5 Mil	
Phone:	(213) 891-2965			<input type="checkbox"/> Micro B	<input type="checkbox"/> > \$5Mil
Fax:	(213) 891-9016			<input type="checkbox"/> DVBE	
Tax ID:	[REDACTED]		Age of Firm:		
Contact Person:	Donna Andrews		19 yrs 9 mos		
Email:	dandrews@leeandrewsgroup.com				
Name:	M.A. Steiner Construction	Utilities, Demolition, Recycling	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K	
Street Address:	8999 Greenback Lane			<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2 Mil
City, State Zip:	Orangevale, CA 95662		If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB	<input type="checkbox"/> \$2 Mil-\$5 Mil	
Phone:	(916) 988-6300			<input checked="" type="checkbox"/> Micro B	<input checked="" type="checkbox"/> > \$5Mil
Fax:	(916) 988-6316			<input checked="" type="checkbox"/> DVBE	
Tax ID:	[REDACTED]		Age of Firm:		
Contact Person:	Mark Steiner		1 yr. 10 mos.		
Email:	info@marksteinerconst.com				
Name:	MGE Engineering, Inc.	Structural Engineering Design	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K	
Street Address:	7415 Greenhaven Dr. Suite 100			<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2Mil
City, State Zip:	Sacramento CA 95831		If "Yes": <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> SB	<input type="checkbox"/> \$2Mil-\$5Mil	
Phone:	(916) 421-1000			<input type="checkbox"/> Micro B	<input checked="" type="checkbox"/> > \$5Mil
Fax:	(916) 421-1002			<input type="checkbox"/> DVBE	
Tax ID:	[REDACTED]		Age of Firm:		
Contact Person:	H. Fred Huang		22 yrs. 6 mos.		
Email:	fhuang@mgeeng.com				

(Add rows/pages as needed)

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 Signature of Team Representative
 Ronald N. Tutor
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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:	OPAC Consulting Engineers, Inc.	Structural Engineering Design	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	315 Bay Street, 2nd Floor			<input type="checkbox"/> No
City, State Zip:	San Francisco, CA 94133		If "Yes": <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> SB <input checked="" type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Phone:	(415) 989-4551			<input type="checkbox"/> > \$5Mil
Fax:	(415) 989-4135			
Tax ID:	[REDACTED]			
Contact Person:	Kwong Cheng	Age of Firm:		
Email:	kcheng@opacengineers.com	21 yrs. 3 mos.		
Name:	Precision Civil Engineering	Civil Engineering, Land Survey, Biological Planning/Permitting	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	1234 O Street			<input type="checkbox"/> No
City, State Zip:	Fresno, CA 93721		If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input checked="" type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Phone:	(559) 449-4500			<input type="checkbox"/> > \$5Mil
Fax:	(559) 449-4515			
Tax ID:	[REDACTED]			
Contact Person:	Ed Dunkel	Age of Firm:		
Email:	edunkel@precisioneng.net	10 yrs. 5 mos.		
Name:	Provost & Pritchard Consulting Group	Utility Coordination and Design	<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	286 W. Cromwell Ave.			<input checked="" type="checkbox"/> No
City, State Zip:	Fresno, CA 93711		If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2Mil-\$5Mil
Phone:	(559) 449-2700			<input checked="" type="checkbox"/> > \$5Mil
Fax:	(559) 449-2715			
Tax ID:	[REDACTED]			
Contact Person:	Michael Taylor	Age of Firm:		
Email:	mtaylor@ppeng.com	44 yrs. 3 mos.		

(Add rows/pages as needed)

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



 Signature of Team Representative
 Ronald N. Tutor

 Printed Name
 Chairman and Chief Executive Officer

 Title Tutor Perini Corporation
 Proposer's Official Representative

Offering Organization Name, Address, and Telephone

Tutor Perini / Zachry / Parsons, a Joint Venture
 15901 Olden Street
 Sylmar, California 91342
 (818) 362-8391

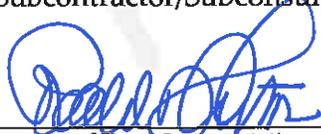


Form D. Schedule of Subcontractor(s)/ Subconsultant(s)

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:	Psomas	Survey, Photogrammetric Mapping	<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:	1075 Creekside Ridge Dr. #200			
City, State Zip:	Roseville, CA 95678			
Phone:	(916) 788-8122			
Fax:	(916) 788-0600			
Tax ID:	[REDACTED]			
Contact Person:	Paul Enneking, PLS	Age of Firm:		
Email:	penneking@psomas.com	66 yrs.		
Name:	RailPros, Inc.	Civil Engineering Design	<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 type="checkbox"/> \$500K-\$2 Mil <input type="checkbox"/> \$2 Mil-\$5 Mil <input checked="" type="checkbox"/> > \$5Mil
Street Address:	1 Ada, Suite 200			
City, State Zip:	Irvine, CA 92618			
Phone:	(714) 734-8765			
Fax:	(714) 734-8755			
Tax ID:	[REDACTED]			
Contact Person:	Tina Cosner	Age of Firm:		
Email:	tina.cosner@railpros.com	12 yrs. 9 mos.		
Name:	Ruettgers & Schuler Civil Engineer	Railroad and Agency Coordination	<input type="checkbox"/> Yes <input 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 type="checkbox"/> > \$5Mil
Street Address:	1800 30th Street, Suite 260			
City, State Zip:	Bakersfield, CA 93301			
Phone:	(661) 327-1969			
Fax:	(661) 327-1993			
Tax ID:	[REDACTED]			
Contact Person:	John D. Schuler	Age of Firm:		
Email:	jschuler@rscivil.com	32 yrs.		

(Add rows/pages as needed)

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



Signature of Team Representative

Ronald N. Tutor

Printed Name

Chairman and Chief Executive Officer

Title Tutor Perini Corporation
Proposer's Official Representative

Offering Organization Name, Address, and Telephone

Tutor Perini / Zachry / Parsons, a Joint Venture
15901 Olden Street
Sylmar, California 91342
(818) 362-8391

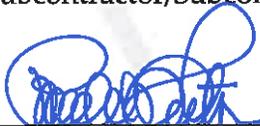


Form D. Schedule of Subcontractor(s)/ Subconsultant(s)

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:	STV Incorporated	Independent Checking Engineer, Independent Site Engineer	<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:	1055 West 7th Street, Suite 3150			
City, State Zip:	Los Angeles, CA 90017			
Phone:	(213) 482-9444			
Fax:	(213) 482-5278			
Tax ID:	[REDACTED]			
Contact Person:	David L. Borger	Age of Firm:		
Email:	david.borger@stvinc.com	100 yrs.		
Name:	SYSTRA Consulting, Inc.	Civil and Structural Design	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K <input type="checkbox"/> \$500K-\$2 Mil <input type="checkbox"/> \$2 Mil-\$5 Mil <input checked="" type="checkbox"/> > \$5Mil
Street Address:	617 W. 7th St., Suite 602			
City, State Zip:	Los Angeles, CA 90017			
Phone:	(213) 623-1888			
Fax:	(213) 623-1898			
Tax ID:	[REDACTED]			
Contact Person:	Diego Diaz	Age of Firm:		
Email:	ddiaz@systrausa.com	28 yrs. 1 mo.		
Name:	Willdan Engineering	Planning and Engineering Design	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K <input type="checkbox"/> \$500K-\$2Mil <input type="checkbox"/> \$2Mil-\$5Mil <input checked="" type="checkbox"/> > \$5Mil
Street Address:	2401 East Katella Ave. Suite 450			
City, State Zip:	Anaheim, CA 92806			
Phone:	(714) 978-8200			
Fax:	(714) 978-8299			
Tax ID:	[REDACTED]			
Contact Person:	Daniel T. Chow	Age of Firm:		
Email:	dchow@willdan.com	48 yrs. 9 mos.		

(Add rows/pages as needed)

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


 Signature of Team Representative
Ronald N. Tutor
 Printed Name
 Chairman and Chief Executive Officer
 Title Tutor Perini Corporation
 Proposer's Official Representative

Offering Organization Name, Address, and Telephone

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 15901 Olden Street
 Sylmar, California 91342
 (818) 362-8391

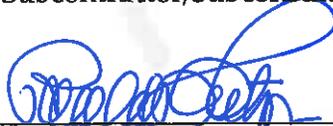


Form D. Schedule of Subcontractor(s)/ Subconsultant(s)

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:	WKE Inc.	Structure and Roadway Design	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	400 North Tustin Ave. Suite 275			<input type="checkbox"/> No
City, State Zip:	Santa Ana, CA 92705		If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input checked="" type="checkbox"/> Micro B	<input type="checkbox"/> \$2 Mil-\$5 Mil
Phone:	(714) 953-2665			<input type="checkbox"/> > \$5Mil
Fax:	(714) 953-5408			
Tax ID:	[REDACTED]		Age of Firm:	
Contact Person:	Wei Koo	5 yrs. 2 mos.		
Email:	wkoo@wke-inc.com			
Name:	WRECO	Drainage Design, Floodplain Analysis	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:	1243 Alpine Road, Suite 108			<input type="checkbox"/> No
City, State Zip:	Walnut Creek, CA 94596		If "Yes": <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> SB <input type="checkbox"/> Micro B	<input checked="" type="checkbox"/> \$2 Mil-\$5 Mil
Phone:	(925) 941-0017			<input type="checkbox"/> > \$5Mil
Fax:	(925) 941-0018			
Tax ID:	[REDACTED]		Age of Firm:	
Contact Person:	Han-Bin Liang	16 yrs. 5 mos.		
Email:	hanbin_liang@wreco.com			
Name:			<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:				<input type="checkbox"/> No
City, State Zip:			If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B	<input type="checkbox"/> \$2Mil-\$5Mil
Phone:				<input type="checkbox"/> > \$5Mil
Fax:				
Tax ID:			Age of Firm:	
Contact Person:				
Email:				

(Add rows/pages as needed)

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 Signature of Team Representative
 Ronald N. Tutor

 Printed Name
 Chairman and Chief Executive Officer

 Title Tutor Perini Corporation
 Proposer's Official Representative

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

Tutor Perini / Zachry / Parsons, a Joint Venture
 15901 Olden Street
 Sylmar, California 91342
 (818) 362-8391



September 19, 2012

Chi-Hsin Shao, Principal
CHS Consulting Group
130 Sutter Street, Suite 468
San Francisco, CA 94104

Subject: Request for Disadvantaged Business and Local Business Enterprise
Certifications

Dear Mr. Shao:

Congratulations, your request to be a certified Disadvantaged Business Enterprise (DBE) and Local Business Enterprise (LBE) has been approved as follows:

Disadvantaged Business Enterprise Certification # **DBE 13-08** Expires: **12/31/2013**

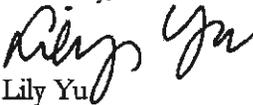
Local Business Enterprise Certification # **LBE 13-06** Expires: **12/31/2013**

Your certification is conditioned upon the continued compliance with program eligibility requirements. Should future circumstances cause you to no longer meet eligibility criteria for either program, you are required to notify this office within 30 days.

In an effort to expand the use of DBEs and LBEs for Authority-sponsored activities, we will list on our website information about the services you provide; and we will make this information available to interested contractors, as well.

Should you have any questions, please do not hesitate to contact me at 415.522.4811.

Sincerely,



Lily Yu
Senior Management Analyst

cc: Chron, File: DBE/LBE



Moving the City

COMMISSIONERS

David Campos
CHAIR

Scott Wiener
VICE CHAIR

John Avalos

David Chiu

Carmen Chu

Malia Cohen

Sean Elsbernd

Mark Farrell

Jane Kim

Eric Mar

Christina Otague

José Luis Moscovich
EXECUTIVE DIRECTOR

Query Criteria

Firm/DBA Name: CHS Consulting
Firm Type: DBE

Firm ID	32117
Firm/DBA Name	CHS CONSULTING GROUP
Address Line1	130 SUTTER STREET, #488
Address Line2	
City	SAN FRANCISCO
State	CA
Zip Code1	94104
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	chshao@chsconsulting.net
Contact Name	CHI-HSIN SHAO
Area Code	(415)
Phone Number	392-9688
Fax Area Code	(415)
Fax Phone Number	392-9788
Agency Name	BAY AREA RAPID TRANSIT DISTRICT (BART)
Counties	01; 07; 08; 10; 16; 19; 20; 21; 24; 27; 28; 30; 31; 34; 35; 36; 37; 38; 39; 40; 41; 42; 43; 44; 48; 49; 50;
Districts	03; 04; 05; 06; 07; 08; 10; 11; 12;
DBE NAICS	488210; 541618;
ACDBE NAICS	
Work Codes	C8700 CONSULTANT, NON ENGINEERING; C8701 BUSINESS ADMINISTRATION; C8702 MANAGEMENT INFORMATION SYSTEMS; I8740 MANAGEMENT & PUBLIC RELATIONS;
Licenses	
Trucks	
Gender	M
Ethnicity	ASIAN PACIFIC
Firm Type	DBE

**San Francisco
Redevelopment Agency**

One South Van Ness Avenue
San Francisco, CA 94103



EDWIN M. LEE, Mayor
Rick Swig, President
Darshan Singh, Vice President
Rosario M. Anaya
Miguel M. Bustos
Francee Covington
Leroy King
Agnes Briones Ubalde

Effective: 1/25/2011 Certificate No.: SFRA000334MS01252014

CHS CONSULTING GROUP
130 Sutter Street, #468
San Francisco, CA 94104

Dear Mr. Chi-Hsin Shao:

The San Francisco Redevelopment Agency reviewed your Application for Certification (MBE / SBE) as an economically disadvantaged business.

In accordance with the Agency's Minority or Woman-owned Business Enterprise (M/WBE) and Small Business Enterprise (SBE) Programs and based on a review of its standards and criteria, we are pleased to recognize your company, CHS CONSULTING GROUP as a LOCAL MBE / SBE company, providing the following service(s): Consulting engineers' offices. Your company will be added to the Agency-certified Business Directory.

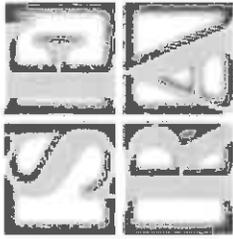
Your certification is subject to review. For recertification, please contact the Contract Compliance Division at least 45 days prior to the expiration date of 1/25/2014.

Please let us know if there are any changes in the information submitted so we can update our Directory. If you have any questions, do not hesitate to call the Contract Compliance Division at (415) 749-2400.

Sincerely

A handwritten signature in black ink, appearing to read 'Christina M. Garcia'. The signature is fluid and cursive, with a large loop at the end.

Christina M. Garcia
Contract Compliance Supervisor



SAN FRANCISCO REDEVELOPMENT AGENCY
SMALL BUSINESS ENTERPRISE CERTIFICATE

PRESENTED TO:

CHS CONSULTING GROUP

LOCAL MBE / SBE

SERVICE PROVIDED

541330 Consulting engineers' offices

Certificate Number SFRA000334MS01252014 Expiration Date: 01/25/2014

A handwritten signature in black ink, appearing to read 'C. H. S.', is written over the signature line.

Date of Issue: 01/25/2011

Contract Compliance Division



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213-922-2600 Tel
metro.net

October 13, 2011

Metro File # 5426

Fadi Rassam
Citadel CPM, Inc.
4 East Holly St. #219
Pasadena, CA 91103

Re: Small Business Enterprise Certification

Dear Mr. Rassam:

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 the Metro SBE Program. Your firm will be listed in the Metro SBE database of certified SBEs under the following specific areas of expertise:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
236220	Commercial & Institutional Building Construction (Construction Management)	\$22.41 million
237110	Water & Sewer Line & Related Structures Construction (Construction Management)	\$22.41 million
237310	Highway, Street & Bridge Construction (Construction Management)	\$22.41 million
237990	Other Heavy & Civil Engineering Construction (Construction Management)	\$22.41 million
541330	Engineering Services	\$4.5 million
541350	Building Inspection Services	\$7.0 million

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Requests for additional or revised NAICS 2007 codes must be made in writing to Metro. 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.

Should any changes occur that could affect your certification status, 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. SBE certification is subject to review at any time.

Metro reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. Metro also reserves the right to request additional information and/or conduct on-site visits at any time during the certification period. The firm thereby consents to the examination of its books, records, and documents by the Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. I wish you every business success and should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Shirley Wong
Certification Representative
Diversity & Economic Opportunity Department

Johanna Gonzalez

From: Fadi Rassam
Sent: Saturday, January 21, 2012 9:52 AM
To: Johanna Gonzalez
Subject: FW: State of CA Notification Letter

From: CertBounceBack@dgs.ca.gov [mailto:CertBounceBack@dgs.ca.gov]
Sent: Friday, January 20, 2012 9:50 AM
To: Fadi Rassam
Subject: State of CA Notification Letter



Jan
20, 2012 SB
APP

Supplier #47215
CITADEL CPM INC
4 EAST HOLLY ST STE 219
PASADENA CA 91103

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

Certification Period

From Jan 5, 2012 to Jan 31, 2014

Business Types

Service

Classifications

721210 - New industrial building and warehouse construction services
721211 - Commercial and office building construction services
721214 - Specialized public building construction services
721410 - Highway and road construction services
721411 - Infrastructure building and surfacing and paving services

721413 - Athletic and recreational facility construction service
721414 - Detention facility construction and repair services
721416 - Mass transit system construction services
811015 - Civil engineering

Proof of Certification Status

To verify your firm's small business certification status go to <http://www.eprocure.dgs.ca.gov/default.htm> and select "SB/DVBE Search."

Annual Submission Requirement

To maintain your certified status, you must annually submit to the office of Small Business and DVBE Services (OSDS), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDS, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the ENTIRE federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Maintaining Your Online Certified Firm Profile

To update your certified firm profile visit <http://www.eprocure.dgs.ca.gov/default.htm> and click on Login or Register to eProcurement (BidSync). You may report changes to the following: Mailing and Principal Office Address; Contact Information; United Nations Standard Products and Services Code, North American Industry Classification System (applicable only to Manufacturers); Keywords and Service Areas. If you update your certified firm profile beyond the aforementioned items, it will require a review of your file and may have an impact to your current certification.

This feature enables California-certified small businesses and DVBE's with a convenient way to maintain certain company profile information, including customizing keywords to best describe business specialties. The keywords help many state, local government and other agency buyers and potential business partners find you or a pool of businesses like yours. Don't let a business opportunity pass you by. Keep your certified firm profile information current and your keywords fine-tuned.

Reporting Business Changes

Notify OSDS of all business changes or your certification status will be subject to revocation. To report changes, complete a "Certification Information Change" form located at <http://www.documents.dgs.ca.gov/pd/smallbus/certchange.pdf>. This form also identifies the type of changes which requires submission of a new certification application.

Prompt Payment Rubber Stamp

The Prompt Payment Act requires state agencies to pay the undisputed invoices of certified small businesses and registered nonprofit organizations on a timely basis. Prompt payment is reinforced by adding interest penalties for late payment. Covered under the Act are certified small businesses that are either a service, manufacturer, or non-manufacturer firm, and nonprofit organizations registered with OSDS.

Compensation on late or unpaid progress payments for certified construction firms is addressed in Public Contract Code, Section 10261.5.

Ordering a rubber stamp

To purchase a prompt payment rubber stamp, complete a "Prompt Payment Rubber Stamp Order" form located at <http://www.documents.dgs.ca.gov/pd/smallbus/ppstampreq.pdf>. Use of the prompt payment rubber stamp alerts state agencies of a firm's certified small business or registered nonprofit status.

Certification Renewal

A renewal application will be mailed to you prior to the expiration of your small business certification. If you do not receive an application, please call us so that you may timely renew your certification.

If you have any questions, please contact me at 800.559.5529 (Procurement Division receptionist) or 916.375.4940 (OSDS receptionist), by email Phyllis.Powers@dgs.ca.gov or by fax 916.375.4950. The Procurement Division oversees many programs that further state contracting participation. For more information regarding these programs, visit our website at www.pd.dgs.ca.gov/smbus or visit the Procurement Division's website at www.dgs.ca.gov/pd.

Sincerely,

Phyllis Powers
Certification Officer
Office of Small Business and DVBE Services



**U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416**

December 4, 2009

Fadi Rassam, President
Citadel CPM, Inc.
4 East Holly Street, Suite 219
Pasadena, California 91103

Dear Mr. Rassam:

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) Business Development Program, you will receive business development assistance from an assigned Business Development Specialist in the Los Angeles District Office located at 330 North Brand Boulevard, Suite 1200, Glendale, California 91203-2304. The phone number is 818/552-3235.

Your firm will become eligible to receive 8(a) Business Development contracts after you submit a business plan using SBA Form 1010C and receive SBA's approval of the plan. We are sending a copy of this certification letter to the SBA Los Angeles District Office. That office will send you the business plan form.

SBA requires that the 8(a) participant's President or Chief Executive Officer sign a Participation Agreement to show that he or she understands the conditions of 8(a) program participation. Please read the Agreement carefully, sign and date one copy and return it to the SBA Los Angeles District Office at the address shown in the second paragraph above. The second copy is for your records.

Even though your firm's approved North American Industry Classification System (NAICS) Code is 236220, your firm may be awarded contracts under other NAICS Codes, as long as the firm is qualified to perform the required service or task. In this regard, please note that contracts awarded under 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. While your firm's acceptance into the 8(a) Business Development Program is not a guarantee of contract support, SBA will make every effort to assist you in your marketing efforts.

During your participation in the 8(a) Business Development Program, I encourage you to take advantage of the Mentor-Protégé Program, the Federal Surplus Property Program and the extensive management and technical training available to you. Your local SBA District Office can provide additional information on these programs.

You should consider setting up a merchant account with a credit card company, which will give you the ability to accept credit card orders for your goods and services from over 1,000 Federal buying offices.

I welcome you as an 8(a) Business Development Program participant and wish you every possible success.

Sincerely,

A handwritten signature in black ink that reads "Joseph P. Loddo". The signature is written in a cursive style with a large, prominent 'J' and 'L'.

Joseph P. Loddo
Associate Administrator
Office of Business Development



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

DILLARD ENVIRONMENTAL SERVICES - #21212

SUPPLIER PROFILE	
Legal Business Name	DILLARD TRUCKING, INC.
Doing Business As	DILLARD ENVIRONMENTAL SERVICES
Address	P O BOX 579 BYRON, CA 94514
Phone	(925) 634-6850
FAX	(925) 634-0874
Email	patriciad@dillardenv.com
Web Page	http://www.dillardenv.com
Business Types	Construction 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	HAZ AND NON-HAZ REMEDIATION, MANAGEMENT, COLLECTION, PACKAGING, TRANSPORTATION, DISPOSAL, SPILL RESPONSE, TRUCKING, EQUIPMENT INCLUDES SEMI END DUMPS, SEMI-BOTTOM DUMPS, SUPER DUMPS, VACUUM TRUCKS, ROLLOFFS, VANS, LOADERS, TRUCKING
Construction License Types	A - General Engineering HAZ - Hazardous Substance Removal Certification
Classifications	111115 - Dirt and soil 251016 - Product and material transport vehicles 761215 - Refuse collection and disposal 761216 - Nonhazardous waste disposal 761219 - Hazardous waste disposal

Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	Oct 1, 2012	Oct 31, 2013

Certification History

TYPE	STATUS	FROM	TO
SB	Expired	Oct 26, 2011	Oct 31, 2012
SB	Expired	Nov 16, 2010	Nov 30, 2011
SB	Expired	Dec 2, 2009	Dec 31, 2010
SB	Expired	Dec 10, 2008	Dec 31, 2009
SB	Expired	Jan 17, 2008	Jan 31, 2009
SB	Expired	Apr 20, 2006	Mar 31, 2008
SB	Expired	Jun 10, 2003	May 31, 2006
SB	Expired	Jul 14, 2000	Jun 30, 2003

BUSINESS ENTERPRISE CERTIFICATE

DILLARD ENVIRONMENTAL SERVICES

3120 CAMINO DIABLO RD
BYRON, CA 94514

Owner: PATRICIA DILLARD

Business Structure: CORPORATION

STATE WOMEN BUSINESS ENTERPRISE

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:

562112	Hazardous Waste Collection
* 484110	General Freight Trucking, Local
562211	Hazardous Waste Treatment and Disposal
238910	Site Preparation Contractors

* Indicates primary NAICS code

CERTIFYING AGENCY:

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

Firm Number: 7106

Renewal Date: March 4, 2013



Janice Salais, CERTIFYING AGENCY REPRESENTATIVE

March 4, 2011

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

DILLARD ENVIRONMENTAL SERVICES

P. O. BOX 579
BYRON, CA 94514

Owner: PATRICIA DILLARD

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

- * 484110 General Freight Trucking, Local
- 562112 Hazardous Waste Collection

238910 Site Preparation Contractors

562211 Hazardous Waste Treatment and Disposal

Work Category Code(s)

- C1601 CLEARING & GRUBBING
- C1920 STRUCTURE EXCAVATION
- C1940 DITCHES EXCAVATION

- C1901 ROADWAY EXCAVATION
- C1930 STRUCTURE BACKFILL
- C9602 BOTTOM DUMP TRUCKING

Licenses

- A General Engineering Contractor

CERTIFYING AGENCY:

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

UCP Firm Number: 7106

Patricia Dillard
CUCP OFFICER

June 27, 2008

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.

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

EARTH MECHANICS, INC.
17660 NEWHOPE STREET, SUITE E
FOUNTAIN VALLEY, CA 92708

Owner: HUBERT LAW
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
7 541380 Testing Laboratories

541620 Environmental Consulting Services

Work Category Code(s)

C8707	FRASIBILITY STUDIES	C8716	ARCHITECTURAL ENGINEER
C8720	CIVIL ENGINEERING	C8730	SAFETY STUDIES
C8742	MECHANICAL ENGINEERS	18730	RESEARCH & TESTING SERVICES

Licenses

EC Civil Engineer
SOT Geotechnical Engineer

CERTIFYING AGENCY:

DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95811 0000
(916) 324-1700

UCP Firm Number 6956


CUCP OFFICER

December 19, 2008

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.

Certified Small Business Enterprise (SBE)

7/1/2011

Account #: 18184
Mr. Arulmoli
Earth Mechanics, Inc.
178000 Newhope Street, Suite B
Fountain Valley, CA 92708

Dear Mr. Arulmoli:

Thank you for submitting your Vendor Application seeking Small Business Enterprise (SBE) recognition with *The Network*. Per our evaluation of the information you provided in your application and the North American Industry Classification System (NAICS) codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following agencies:

*The Port of Long Beach**

*San Diego County Water Authority**

** There are currently six agencies participating in The Network; however, at the present time, only the Port of Long Beach and San Diego County Water Authority are administering a Small Business Enterprise (SBE) Program.*

The Port of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 541380 541330

SBE Certificate Effective Date: 6/28/2011

SBE Certificate Expiration Date: 6/28/2014

Work performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. The agencies reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participating in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. You may view your SBE qualifying information at any time, by logging into your main menu and selecting the "Small Business Certification Form" link.

Sincerely,



Sashi Muralidharan
SBE Administrator, Port of Long Beach



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2600 Tel
metro.net

July 26, 2011

Metro File # 324

Hubert Law
Earth Mechanics, Inc.
17800 Newhope Street Suite B
Fountain Valley, CA 92708

Re: Small Business Enterprise Certification

Dear Mr. Law:

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 the Metro SBE Program. Your firm will be listed in the Metro SBE database of certified SBEs under the following specific areas of expertise:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
541380	Testing Laboratories	\$12.0 million
541330	Engineering Services – Limited to Marine Engineering And Naval Architecture	\$18.5 million

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Requests for additional or revised NAICS 2007 codes must be made in writing to Metro. 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.

Should any changes occur that could affect your certification status, 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. SBE certification is subject to review at any time.

Metro reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. Metro also reserves the right to request additional information and/or conduct on-site visits at any time during the certification period. The firm thereby consents to the examination of its books, records, and documents by the Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. I wish you every business success and should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Jay Fiskus
Sr. Representative, Certification
Diversity & Economic Opportunity Department



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

November 14, 2008

Metro File # 207

REPRINTED 2/27/12 - NAICS CODE/SBE LTR REVISED

Eugene Hale
G&C Equipment Corp.
P. O. Box 5419
Gardena, CA 90249

Re: Small Business Enterprise Certification

Dear Mr. Hale:

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 the Metro SBE Program. Your firm will be listed in the Metro SBE database of certified SBEs under the following specific areas of expertise:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
423810	Construction & Mining (except Oil Well) Machinery & Eqpt Merchant Wholesalers	100 employees
423310	Lumber; Plywood; Millwork; and Wood Panel Merchant Wholesalers	100 employees
423320	Brick; Stone; and Related Construction Material Merchant Wholesalers	100 employees
423390	Other Construction Material Merchant Wholesalers	100 employees
423710	Hardware Merchant Wholesalers	100 employees

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Requests for additional or revised NAICS 2007 codes must be made in writing to Metro. 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.

Should any changes occur that could affect your certification status, 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. SBE certification is subject to review at any time.

Metro reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. Metro also reserves the right to request additional information and/or conduct on-site visits at any time during the certification period. The firm thereby consents to the examination of its books, records, and documents by the Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. I wish you every business success and should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Jay Tsigus
Sr. Representative, Certification
Diversity & Economic Opportunity Department



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel,
metro.net *File*

February 07, 2011

Metro File # 207
Extension of Other Certifications

Jason Yano
G & C Equipment Corporation
P.O. Box 5419
Gardena, CA 90249

SUBJECT: Certification Extension

Dear Jason Yano:

Please be advised of the extension of the following certification(s) for your firm to **November 30, 2013** to expire at the same time as your DBE:

Small Business Enterprise (SBE)
Women Business Enterprise (WBE)
 Minority Business Enterprise (MBE)

You have the following NAICS 2007 code(s):

423710 - Hardware Merchant Wholesalers
423810 - Construction and Mining (except Oil Well) Machinery and Equipment Merchant Wholesalers
423320 - Brick, Stone, and Related Construction Material Merchant Wholesalers
423310 - Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers
423390 - Other Construction Material Merchant Wholesalers

If you have any questions, please contact us at (213) 922-2600.

Sincerely,

Tashai R. Smith
Director, Small Business Programs
Diversity & Economic Opportunity Dept.



Metro CALIFORNIA UNIFIED CERTIFICATION PROGRAM

November 14, 2008

CUCP #820

Metro File # 207

REPRINTED 2/27/12 - NAICS CODE/REVISED DBE LETTER

Eugene Hale
G&C Equipment Corp.
P. O. Box 5419
Gardena, CA 90249

RE: Disadvantaged Business Enterprise Certification

Dear Mr. Hale:

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:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
423810	Construction & Mining (except Oil Well) Machinery & Eqpt Merchant Wholesalers	100 employees
423310	Lumber; Plywood; Millwork; and Wood Panel Merchant Wholesalers	100 employees
423320	Brick; Stone; and Related Construction Material Merchant Wholesalers	100 employees
423390	Other Construction Material Merchant Wholesalers	100 employees
423710	Hardware Merchant Wholesalers	100 employees

In order to assure continuing DBE status, you must submit annually a No Change Declaration form (which will be sent to you) with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, 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 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. I wish you every business success and should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Congratulations, and thank you for your interest in the CUCP.

Sincerely,

Jay Fisgus
Sr. Representative

C:\Documents and Settings\gwrch\My Documents\00 - MTA Files\CERTIFICATION\Cert-Word\09 - Shirley Wong\G Firms\G&C Equipment Corp DBE.doc

Nov 15, 2012

DVBE APP

Supplier #5092
G & C EQUIPMENT CORPORATION
P O BOX 5419
GARDENA CA 90249

Dear Business Person:

Congratulations on your Disabled Veteran Business Enterprise (DVBE) certification with the State of California. Your business is now entitled to compete in the State's goal to spend three percent of its annual contracting dollars with DVBE businesses. For more information or to verify certification status, visit www.eprocure.dgs.ca.gov.

Certification Period

From Oct 26, 2012 to Nov 30, 2013

Business Types

Non-Manufacturer

Conflict of Interest for Current and Former State Employees

Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for State employees or former employees.

Annual Submission Requirement

Submit copies of the ENTIRE federal tax return to the Office of Small Business and DVBE Services (OSDS). If you have been granted a tax filing extension with the Internal Revenue Service, submit a copy of the extension form and annual financial statements; then, submit a copy of the tax return once filed. If you have employees, include the California Employment Development Department's "Quarterly Contribution Return and Report of Wages (Continuation)" (Form DE9C). If you have out-of-state employees, submit the employee documentation comparable to Form DE9C. These annual submissions also apply to all affiliated businesses.

Maintaining Your Online Certified Firm Profile

Visit www.eprocure.dgs.ca.gov/default.htm to update your certification profile. You may report changes to the following: mailing and principal office address; contact information; keywords and service areas; United Nations Standard Products and Services Codes, North American Industry Classification System (applicable only to Manufacturers). This certification may be impacted if you update information beyond the aforementioned. To report changes by mail, complete a "Certification Information Change" form located at www.documents.dgs.ca.gov/pd/smallbus/certchange.pdf.

Certification Renewal

Please complete an online application at www.eprocure.dgs.ca.gov 90 days prior to the expiration date whether or not you receive a renewal notice. If you hold dual certifications, SB and DVBE certifications, you must renew both certifications at the same time. Please contact us at 800.559.5529, 916.375.4940 or by email at OSDSHelp@dgs.ca.gov if you have any questions.

Sincerely,

Office of Small Business and DVBE Services



CALIFORNIA PROFILE

BidSync Supplier Name	Innovative, Inc. dba Innovative Concrete	Supplier Number	46134
Legal Business Name	INNOVATIVE, INC	DBA Business Name	INNOVATIVE CONCRETE
Address	42335 50TH ST W STE 104 QUARTZ HILL, CA 93536	Phone	(661) 718-2351
		FAX	(661) 718-1013
Email	innovative@qnet.com		
Number of Employees	33		
Business Types	Construction		
Service Areas	Fresno, Humboldt, Imperial, Inyo, Kern, Los Angeles, Merced, Orange, Riverside, San Bernardino, San Diego, San Joaquin, San Luis Obispo, Santa Barbara, Tulare, Ventura,		
Keywords	CONCRETE FLATWORK CURB GUTTER PERVIOUS SIDEWALK HANDICAP RAMPS MINOR CONCRETE		
Construction License Types	C-08 - Concrete C-53 - Swimming Pool		
Classifications	301115 - Concrete and mortars 301217 - Road and railroad construction materials		
View Options	View Application		
Edit Options	Amend Application Register as Disabled Veteran Business Enterprise (DVBE)		

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

TYPE	STATUS	STATUS DATE	FROM	TO	ACTIONS
SB	Approved	May 31, 2012	May 31, 2012	May 31, 2013	

Certification History

TYPE	STATUS	STATUS DATE	FROM	TO
SB	Expired	May 31, 2012	May 25, 2011	May 31, 2012
SB	Expired	May 25, 2011	Jun 16, 2010	Jun 30, 2011
SB	Expired	May 31, 2010	May 19, 2009	May 30, 2010
SB	Expired	May 19, 2009	Jun 2, 2008	May 19, 2009
SB	Expired	Apr 9, 2007	Jun 22, 2007	Jun 30, 2008

California Certification Report

1732902 - J KROEKER INC - MB

Legal Business Name	J KROEKER INC		
Doing Business As	J KROEKER INC		
Address	1187 N. WILLOW #103 PMB#68	Phone	(559) 408-8337
	GLOVIS, CA 93611	FAX	(559) 408-8337
Email			
Web Page			
Active Certifications	SB (micro) Jan 25, 2012 - Jan 31, 2014		
Business Types	Construction;		
Classifications	[221020] Building demolition machinery and equipment		
	[301316] Bricks		
	[711514] Well service engineering		
	[721411] Infrastructure building and surfacing and paving services		
	[721415] Land preparation services		
	[721519] Masonry and stonework services		
	[721527] Concrete installation and repair services		
	[811015] Civil engineering		
	[811016] Mechanical engineering		
Keywords	[811017] Electrical and electronic engineering		
	General engineering, civil construction, exterior & interior demolition, concrete cutting & core drilling, concrete crushing and recycling, land clearing, earth moving, excavation, and land leveling.		

From: tedlandavazo <tedlandavazo@sbcglobal.net>

To: Pat McCarron <pat.mccarron@landavazoconcrete.com>; Derrick Landavazo <deravazo@aol.com>

Subject: Fw: State of CA Notification Letter

Date: Wed, Dec 12, 2012 11:12 am

Sent from my BlackBerry® wireless handheld

From: CertBounceBack@dgs.ca.gov

Date: Wed, 12 Dec 2012 12:11:16 -0700 (MST)

To: <tedlandavazo@sbcglobal.net>

ReplyTo: CertBounceBack@dgs.ca.gov

Subject: State of CA Notification Letter

DGS GENERAL SERVICES

Dec 12, 2012

SB APP

Supplier #1748908
Landavazo Bros. Inc.
29280 Pacific Street
HAYWARD CA 94544

Dear Business Person:

Congratulations on your Small Business (SB) certification with the State of California. Your business is now entitled to compete in the State's goal to spend 25 percent of its annual contracting dollars with small businesses. Each certified SB receives a five percent bid preference on applicable solicitations. This certification also guarantees higher interest penalties for late payment of undisputed invoices. You may purchase a rubber stamp by completing the Prompt Payment Rubber Stamp Order form at www.documents.dgs.ca.gov/pd/smallbus/ppstampreq.pdf. For more information or to verify certification status, visit www.eprocure.dgs.ca.gov.

Certification Period

From Dec 12, 2012 to Dec 31, 2013

Business Types

Construction

Conflict of Interest for Current and Former State Employees

Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for State employees or former employees.

Annual Submission Requirement

Submit copies of the ENTIRE federal tax return to the Office of Small Business and DVBE Services (OSDS). If you have been granted a tax filing extension with the Internal Revenue Service, submit a copy of the extension form and annual financial statements; then, submit a copy of the tax return once filed. If you have employees, include the California Employment Development Department's "Quarterly Contribution Return and Report of Wages (Continuation)" (Form DE9C). If you have out-of-state employees, submit the employee documentation comparable to Form DE9C. These annual submissions also apply to all affiliated businesses.

Maintaining Your Online Certified Firm Profile

Visit www.eprocure.dgs.ca.gov/default.htm to update your certification profile. You may report changes to the following:

<http://mail.aol.com/37261-111/aol-6/en-us/mail/PrintMessage.aspx>

12/12/2012

mailing and principal office address; contact information; keywords and service areas; United Nations Standard Products and Services Codes, North American Industry Classification System (applicable only to

Manufacturers). This certification may be impacted if you update information beyond the aforementioned. To report changes by mail, complete a "Certification Information Change" form located at www.documents.dgs.ca.gov/pd/smallbus/certchange.pdf.

Certification Renewal

Please complete an online application at www.eprocure.dgs.ca.gov 90 days prior to the expiration date whether or not you receive a renewal notice. If you hold dual certifications, SB and DVBE certifications, you must renew both certifications at the same time. Please contact us at 800.559.5529, 916.375.4940 or by email at OSDSHelp@dgs.ca.gov if you have any questions.

Sincerely,

Office of Small Business and DVBE Services

PROCUREMENT DIVISION - Small Business & DVBE Services | State of California | State Consumer Services Agency
707 3rd Street, 1st Floor, Room 400 | West Sacramento, CA 95605 | t 916.375.4940 f 916.375.4950

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



AGENCY
DEPARTMENT
ADDRESS
CITY, STATE ZIP
PHONE
FAX

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
OFFICE OF CIVIL RIGHTS
300 LAKESIDE DRIVE, 18TH FLOOR
OAKLAND, CA 94612
(510) 464-6100
(510) 464-7587

May 26, 2009

Attn: Derrick Landavazo
Landavazo Brothers
29280 Pacific Street
Hayward, CA 94544

Re: DBE Certification #33315

33315

We are pleased to advise you that after careful review of your application and support documentation, the San Francisco Bay Area Rapid Transit District (BART) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) under the U.S. Department of Transportation Regulations 49 CFR Part 26 as amended. Your firm has been added to the California Unified Certification Program (CUCP) database of certified DBE under the specific expertise codes. The **Expertise Code(s)** for your business is/are:

236210 Industrial Building Construction
23710 Highway, Street and Bridge Construction

Please be advised that your DBE certification status applies only for the above codes and any additions, revisions and changes must be submitted to the BART Office of Civil Rights (OCR) for review and approval. Your DBE certification status will be honored by all of the CUCP members.

Your DBE certification is **good for five years** and must be renewed on May 12, 2014. Our office will notify you, prior to the renewal date, of the documentation required to recertify your firm with BART. DBE certification is subject to review at any time. However, it is your responsibility to notify this office of any change in ownership and/or control, as well as current address and phone number prior to your recertification date.

Should you have any questions, please contact OCR at (510) 464-6103

Sincerely,

R. A. Granada

Ron A. Granada
Sr. Civil Rights Officer

RECEIVED

MAY 27 2009

LANDAVAZO BROS INC.



SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

300 Lakeside Drive, P.O. Box 12688
Oakland, CA 94604-2688
(510) 464-6000

CERTIFICATION # 3008

2009

March 16, 2009

Thomas M. Blalock, P.E.
PRESIDENT

Landavazo Bros, Inc.
29280 Pacific Street
Hayward, CA 94544

James Fang
VICE PRESIDENT

Dorothy W. Dugger
GENERAL MANAGER

RE: Minority Business Enterprise Certification

DIRECTORS

Dear Mr. Landavazo:

Gail Murray
1ST DISTRICT

The San Francisco Bay Area Rapid Transit District (BART) has determined that your firm meets the eligibility standards to be certified as a **Minority Business Enterprise (MBE)** under the Non-Discrimination Program for Subcontracting on BART's Non Federally-Funded contracts.

Joel Keller
2ND DISTRICT

Bob Franklin
3RD DISTRICT

Your firm will be listed in BART's database of certified MBEs and will receive credit as a MBE only on Non Federally-Funded contracts under the following NAICS Codes:

Carole Ward Allen
4TH DISTRICT

John McPartland
5TH DISTRICT

Thomas M. Blalock, P.E.
6TH DISTRICT

Lynette Sweet
7TH DISTRICT

James Fang
8TH DISTRICT

Tom Radulovich
9TH DISTRICT

NAICS Codes

Description

237310

Highway, Street, and Bridge Construction

237990

Other Heavy and Civil Engineering Construction

238110

Poured Concrete Foundation and Structure Contractors

236210

Industrial Building Construction

236220

Commercial and Institutional Building Construction

238190

Other Foundation, Structure and Building Exterior Contractors

Your MBE certification is good for five years and will expire on **March 16, 2014**. BART reserves the right to reevaluate your firm's MBE certification at any time during the certification period to determine if your firm continues to meet BART's MBE certification requirements. Prior to the expiration date, your firm is required to contact this office to initiate the recertification process.

Should you have any questions, please contact me at (510) 464-6103 or at rgranad@bart.gov.

Sincerely,
R.A. Granada
Ron A. Granada
Sr. Civil Rights Officer

RECEIVED

MAR 23 2009

LANDAVAZO BROS. INC.



ALAMEDA COUNTY
AUDITOR-CONTROLLER AGENCY
PATRICK O'CONNELL
AUDITOR-CONTROLLER/CLERK-RECORDER

NOV 23 2011

November 16, 2011

Certification No. 11-00185
Amended – Revised Certification #

Landavazo Bros, Inc.
29280 Pacific Street
Hayward, CA 94544

Attention: Ted Landavazo

Congratulations on the successful completion of your certification application for Alameda County's Small, Local, Emerging Business (SLEB) Program!

You have been certified as a SMALL business for the period of February 1, 2011 through January 31, 2013 for the following NAICS code(s): 238110, 237310, 236210, 238190 and 237990.

Landavazo Bros, Inc., business name will be added as a certified vendor to our local vendor database and provided to other businesses looking for a certified business in your service or commodity. Occasionally, you may receive e-mail notices of current contract opportunities and outreach/training events from the County. To control the type of e-mail notices you receive, please visit our website at acgov.org, click on "Get E-Mail Alerts/E-Subscribe," and then follow the instructions.

Subject to the requirements of the SLEB program and the criteria of each procurement process, the maximum bid evaluation preference points for being certified is 10% (5% local & 5% certified). Compliance with the SLEB program is required for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services projects, but no preference points are applied.

Alameda County reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the County of Alameda and U.S. Small Business Administration size standards and definitions.

If you are named as a SLEB partner in an Alameda County contract, you are required to maintain your SLEB certification status as active. Failure to comply with these contract terms could result in payment delays.

You are required to report any changes in your business structure or ownership. You are also required to submit a current business license each year. Failure to submit a current business license may result in decertification.

Landavazo Bros, Inc. will be notified 90 days prior to the expiration of this certification. If you have any questions regarding this certification, please contact the Contract Compliance office at (510) 891-5500 and refer to your certification number as it appears on this letter.

Thank you for your interest in the SLEB program and doing business with Alameda County!

Sincerely,

Patricia McFadden
Principal Auditor

OFFICE OF CONTRACT COMPLIANCE
Malinda Jones-Williams, Division Chief
1221 Oak St., Rm. 249
Oakland, CA 94612
Tel: (510) 891-5500
Fax: (510) 272-6502
E-Mail: ACSLEBcompliance@acgov.org

OFFICE OF THE AUDITOR-CONTROLLER
Steve Manning, Chief Deputy Auditor
1221 Oak St., Rm. 249
Oakland, CA 94612
Tel: (510) 272-6565
Fax: (510) 272-6502

ASSISTANT CONTROLLER
Connie Land
1221 Oak St., Rm. 238
Oakland, CA 94612
Tel: (510) 272-6565
Fax: (510) 267-9415



PORT OF OAKLAND

September 26, 2011

Mr. Derrick Landavazo
Landavazo Brothers, Inc.
29280 Pacific Street
Hayward, CA 94544

Certification Number
299203

Dear Mr. Landavazo:

I am pleased to notify you that the Port of Oakland has certified your firm as an **LBABE (Local Business Area Business Enterprise)** operating in the City of **Hayward**. Please note that your certification expires on **12/31/2013**. To renew your certification, please contact the Social Responsibility Division to request the list of necessary updated documents that need to be submitted. Please contact our office no sooner than three months prior to the expiration date.

At any time should your office have any changes in ownership, structure, location, or focus of your business, you are required to notify our office immediately. Failure to do so may result in decertification.

Your business will be included in the Port Certification Database using the information submitted in the Database Questionnaire and other supporting documents. This database provides businesses with free advertisement. A wide range of businesses, such as community based organizations, variety of vendors and construction contractors are listed. The database also includes a listing of professional services and a host of other important information to assist you with your outreach process. Projects and a list of certified companies are listed on the Port's website, www.portofoakland.com, and projects are advertised regularly in the legal notices in the Oakland Tribune. If you have any questions, please do not hesitate to call (510) 627-1419.

Sincerely,

Bessie Papailias
Contract Compliance Manager

cc: pj
file

RECEIVED
SEP 29 2011
LANDAVAZO BROS INC

Katharine David-Park

Subject: FW: State of CA Notification Letter

From: CertBounceBack@dgs.ca.gov [<mailto:CertBounceBack@dgs.ca.gov>]

Sent: Tuesday, September 04, 2012 10:19 PM

To: JT Ford

Subject: State of CA Notification Letter

PROCUREMENT DIVISION - Small Business & DVBE Services | State of California | State
Consumer Services Agency
707 3rd Street, 1st Floor, Room 400 | West Sacramento, CA 95605 | t 916.375.4940 f
916.375.4950



Sep 4, 2012

SB APP

Supplier #27088
LEE ANDREWS GROUP INC
818 West 7th Street, Suite 750
LOS ANGELES CA 90017

Dear Business Person:

Congratulations on your Small Business (SB) certification with the State of California. Your business is now entitled to compete in the State's goal to spend 25 percent of its annual contracting dollars with small businesses. Each certified SB receives a five percent bid preference on applicable solicitations. This certification also guarantees higher interest penalties for late payment of undisputed invoices. You may purchase a rubber stamp by completing the Prompt Payment Rubber Stamp Order form at www.documents.dgs.ca.gov/pd/smallbus/ppstampreq.pdf. For more information or to verify certification status, visit www.eprocure.dgs.ca.gov.

Certification Period

From Sep 4, 2012 to Sep 30, 2013

Business Types

Service

Conflict of Interest for Current and Former State Employees

Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for State employees or former employees.

Annual Submission Requirement

Submit copies of the ENTIRE federal tax return to the Office of Small Business and DVBE Services (OSDS). If you have been granted a tax filing extension with the Internal Revenue Service, submit a copy of the extension form and annual financial statements; then, submit a copy of the tax return once filed. If you have employees, include the California Employment Development Department's "Quarterly Contribution Return and Report of Wages (Continuation)" (Form DE9C). If you have out-of-state employees, submit the employee documentation comparable to Form DE9C. These annual submissions also apply to all affiliated businesses.

Maintaining Your Online Certified Firm Profile

Visit www.eprocure.dgs.ca.gov/default.htm to update your certification profile. You may report changes to the following: mailing and principal office address; contact information; keywords and service areas; United Nations Standard Products and Services Codes, North American Industry Classification System (applicable only to

- 2 -

Manufacturers). This certification may be impacted if you update information beyond the aforementioned. To report changes by mail, complete a "Certification Information Change" form located at www.documents.dgs.ca.gov/pd/smallbus/certchange.pdf.

Certification Renewal

Please complete an online application at www.eprocure.dgs.ca.gov 90 days prior to the expiration date whether or not you receive a renewal notice. If you hold dual certifications, SB and DVBE certifications, you must renew both certifications at the same time. Please contact us at 800.559.5529, 916.375.4940 or by email at OSDSHelp@dgs.ca.gov if you have any questions.

Sincerely,

Office of Small Business and DVBE Services



DEPARTMENT OF VETERANS AFFAIRS
Center for Veterans Enterprise
Washington DC 20420

In Reply Refer To: OOVE

Mr. Martin A. Steiner
M. A. Steiner Construction
8999 Greenback Lane 2nd Fl
ORANGEVALE, CA 95662-4650

Dear Mr. Steiner:

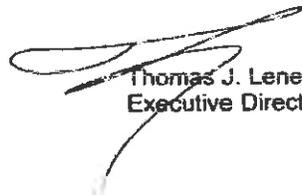
On behalf of the U.S. Department of Veterans Affairs (VA), Center for Veterans Enterprise (CVE), I am writing to inform you that your Service Disabled Veteran-owned small business has been verified and added to the Veteran business database at www.vip.vetbiz.gov.

Your business will be eligible to participate in Veterans First Contracting Program opportunities with VA. This verification is valid for up to one year from the last verified date listed on the VIP profile.

To promote your verified status, you may use the following logo link to download the logo for use on your marketing materials and business cards:
http://www.vetbiz.gov/cve_completed_v.jpg or http://www.vetbiz.gov/cve_completed_s.jpg

Thank you for your service to our country and for continuing to serve America through small business ownership. It is our honor to support "Veterans in Business - *Still* Serving America!"

Sincerely yours,



Thomas J. Leney
Executive Director



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[Search](#)
[Bids](#)
[Orders](#)
[Tools](#)
[CRM](#)
[Agency List](#)
[Help](#)
[Logout](#)

CALIFORNIA PROFILE

BidSync Supplier Name	M. A. Steiner Construction	Supplier Number	44610
Legal Business Name	M. A. Steiner Construction	DBA Business Name	M. A. Steiner Construction
Address	8999 Greenback Lane	Phone	(916) 988-6300
	ORANGEVALE, CA 95662	FAX	(916) 988-6316
Email	info@masteinerconst.com		
Web Page	http://www.masteinerconst.com		
Number of Employees	18		
Business Types	Construction		
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 Francisco, 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	Commercial and institutional building construction; power and communication line and related structures construction; highway, street and bridge construction; installation of utilities;		
Construction License Types	A - General Engineering B - General Building Contractor		
Classifications	221015 - Earth moving machinery 231538 - Coating systems 301615 - Wall finishing materials 301616 - Ceiling materials 311633 - Studs 391215 - Switches and controls and relays and accessories 391217 - Electrical hardware and supplies 391221 - Electrical transmission and distribution equipment 521415 - Domestic kitchen appliances 721210 - New industrial building and warehouse construction services 721211 - Commercial and office building construction services 721410 - Highway and road construction services 721515 - Electrical system services		
View Options	View Application		
Edit Options	Amend Application		

Active Certifications

TYPE	STATUS	STATUS DATE	FROM	TO	ACTIONS
DVBE	Approved	Mar 30, 2012	Mar 7, 2012	Mar 31, 2014	
SB (Micro)	Approved	Mar 30, 2012	Mar 7, 2012	Mar 31, 2014	

Certification History

TYPE	STATUS	STATUS DATE	FROM	TO
DVBE	Expired	Mar 30, 2012	Mar 22, 2011	Mar 31, 2012
SB	Expired	Mar 30, 2012	Apr 1, 2011	Mar 31, 2012
DVBE	Expired	Nov 1, 2009	Sep 16, 2008	Oct 31, 2009
DVBE	Expired	Jun 22, 2007	Aug 29, 2007	Aug 31, 2008

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



DEPARTMENT OF TRANSPORTATION
OFFICE OF BUSINESS AND ECONOMIC OPPORTUNITY
1823 14th STREET
SACRAMENTO, CA 95811
Phone: (916) 324-0449
Fax : (916) 324-1862
TTY 711

July 25, 2012

Debbie A. Martinez
Martinez Steel Corporation
1420 N. Claremont Blvd. #108A
Claremont, CA 91711

Firm Number: 25309

Dear Ms. Martinez:

I am pleased to advise you that after careful review of your application and supporting documentation, the California Department of Transportation (Caltrans) 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's Code of Federal Regulation (CFR) 49, Part 26, as amended.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under these specific areas of your expertise and license identified following a comprehensive review of your firm:

NAICS Category Codes	Description
238120	Structural Steel and Precast Concrete

Work Category Codes	Description
C5201	Reinforcing Steel

Your DBE certification is recognized solely for the above codes. You may review your firm's information in the CUCP DBE Database, which can be accessed at Caltrans' Web site at <http://www.dot.ca.gov/hq/bep/>. Any additions and revisions must be submitted to Caltrans for review and approval.

In order to assure continuing DBE status, you must annually submit a No Change Declaration Form (which will be sent to you) along with supporting documentation. Based on your annual submission – that no change in ownership and control has occurred – or if changes have

07/25/2012

Page 2

occurred, they do not affect your firm's DBE standing. The DBE certification of your firm will continue until or unless it is removed by Caltrans.

Also, 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 us immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Caltrans 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. DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Caltrans.

For information on Caltrans' contracting opportunities, please visit our website at <http://www.dot.ca.gov/hq/esc/oe/>.

Congratulations, and thank you for your continued interest in participating in the DBE Program. I wish you every business success.

Sincerely,



JANICE SALAIS
Chief
Certification Unit

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

MARTINEZ STEEL CORPORATION

1420 N. CLARMONT BLVD #108A
CLAREMONT, CA 91711

Owner: JOE MARTINEZ

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

* 238120 Structural Steel and Precast Concrete Contractors

Work Category Code(s)

C5201 REINFORCING STEEL

Licenses

C50 Reinforcing Steel Contractor

CERTIFYING AGENCY:

DEPARTMENT OF TRANSPORTATION
1823 14TH STREET
SACRAMENTO, CA 95811 0000
(916) 324-1700

UCP Firm Number : 25309


CUCP OFFICER

August 10, 2012

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.

**BOARD OF PUBLIC WORKS
MEMBERS**

ANDREA A. ALARCÓN
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**CITY OF LOS ANGELES
CALIFORNIA**



ANTONIO R. VILLARAIGOSA
MAYOR

JOHN L. REAMER, JR.
Inspector of Public Works
and
Director

**BUREAU OF
CONTRACT ADMINISTRATION**
Office of Contract Compliance
1149 S. BROADWAY, SUITE 300
LOS ANGELES, CA 90015
(213) 847-1922

<http://bca.lacity.org>

October 11, 2011

Mr. Jose Martinez
Martinez Steel Corporation
1420 N. Claremont Blvd., 108-A
Claremont, CA 91711

RE: STATUS OF MINORITY BUSINESS ENTERPRISE (MBE) CERTIFICATION

File No. - 11964

Dear Mr. Martinez:

The Bureau of Contract Administration, Office of Contract Compliance has implemented a change to the City of Los Angeles MBE/WBE Certification Rules and Regulations; certifications will remain valid beyond the period indicated in the issued certification approval letters. A firm shall remain certified unless and until its certification is removed for cause.

The City reserves the right to request additional information and/or conduct on-site visits at any time during the certification period to verify any documentation submitted with your application. If there are any changes in your firm's name, address, ownership, control, or work category, you are still required to notify this office of those changes in writing. Please include your file number on each page of correspondence relating to these matters.

Your certification status can be verified in the City of Los Angeles DBE/MBE/WBE database at <http://bca.lacity.org> or by calling our office at (213) 847-2684.

If you have any questions regarding this matter, please contact the Centralized Certification Administration at (213) 847-2684.

REC'D OCT 17 2011

AN EQUAL OPPORTUNITY- AFFIRMATIVE ACTION EMPLOYER



Certified Small Business Enterprise (SBE)

8/8/2012

Account #: 24200
Mr. Martinez
Martinez Steel Corporation
1420 N. CLAREMONT BLVD.
SUITE 108-A
CLAREMONT, CA 91711

Dear Mr. Martinez:

Thank you for submitting your Vendor Application seeking Small Business Enterprise (SBE) recognition with *The Network*. Per our evaluation of the information you provided in your application and the North American Industry Classification System (NAICS) codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following agencies:

*The Port of Long Beach**

*San Diego County Water Authority**

** There are currently six agencies participating in The Network; however, at the present time, only the Port of Long Beach and San Diego County Water Authority are administering a Small Business Enterprise (SBE) Program.*

The Port of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 238120

SBE Certificate Effective Date: 8/3/2012

SBE Certificate Expiration Date: 8/3/2015

Work performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. The agencies reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participating in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. You may view your SBE qualifying information at any time, by logging into your main menu and selecting the "Small Business Certification Form" link.

Sincerely,

Sashi Muralidharan
SBE Administrator, Port of Long Beach



THE NETWORK

Bringing You Government Bids Throughout Southern California

Certified Small Business Enterprise (SBE)

8/8/2012

Account #: 24200
Mr. Martinez
Martinez Steel Corporation
1420 N. CLAREMONT BLVD.
SUITE 108-A
CLAREMONT, CA 91711

Dear Mr. Martinez:

Thank you for submitting your Vendor Application seeking Small Business Enterprise (SBE) recognition with *The Network*. Per our evaluation of the information you provided in your application and the North American Industry Classification System (NAICS) codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following agencies:

*The Port of Long Beach**

*San Diego County Water Authority**

** There are currently six agencies participating in The Network; however, at the present time, only the Port of Long Beach and San Diego County Water Authority are administering a Small Business Enterprise (SBE) Program.*

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NAICS code(s) for which SBE status is recognized: 238120

SBE Certificate Effective Date: 8/3/2012

SBE Certificate Expiration Date: 8/3/2015

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Sincerely,

Sashi Muralidharan
SBE Administrator, Port of Long Beach

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



DEPARTMENT OF TRANSPORTATION
OFFICE OF BUSINESS AND ECONOMIC OPPORTUNITY
1823 14th STREET
SACRAMENTO, CA 95811
Phone: (916) 324-0449
Fax : (916) 324-1862
TTY 711

July 25, 2012

Debbie A. Martinez
Martinez Steel Corporation
1420 N. Claremont Blvd. #108A
Claremont, CA 91711

Firm Number: 25309

Dear Ms. Martinez:

I am pleased to advise you that after careful review of your application and supporting documentation, the California Department of Transportation (Caltrans) 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's Code of Federal Regulation (CFR) 49, Part 26, as amended.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under these specific areas of your expertise and license identified following a comprehensive review of your firm:

NAICS Category Codes	Description
238120	Structural Steel and Precast Concrete

Work Category Codes	Description
C5201	Reinforcing Steel

Your DBE certification is recognized solely for the above codes. You may review your firm's information in the CUCP DBE Database, which can be accessed at Caltrans' Web site at <http://www.dot.ca.gov/hq/bep/>. Any additions and revisions must be submitted to Caltrans for review and approval.

In order to assure continuing DBE status, you must annually submit a No Change Declaration Form (which will be sent to you) along with supporting documentation. Based on your annual submission -- that no change in ownership and control has occurred -- or if changes have

07/25/2012

Page 2

occurred, they do not affect your firm's DBE standing. The DBE certification of your firm will continue until or unless it is removed by Caltrans.

Also, 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 us immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Caltrans 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. DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Caltrans.

For information on Caltrans' contracting opportunities, please visit our website at <http://www.dot.ca.gov/hq/esc/oe/>.

Congratulations, and thank you for your continued interest in participating in the DBE Program. I wish you every business success.

Sincerely,



JANICE SALAIS
Chief
Certification Unit

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

MARTINEZ STEEL CORPORATION

1420 N. CLARMONT BLVD #108A
CLAREMONT, CA 91711

Owner: JOE MARTINEZ

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:

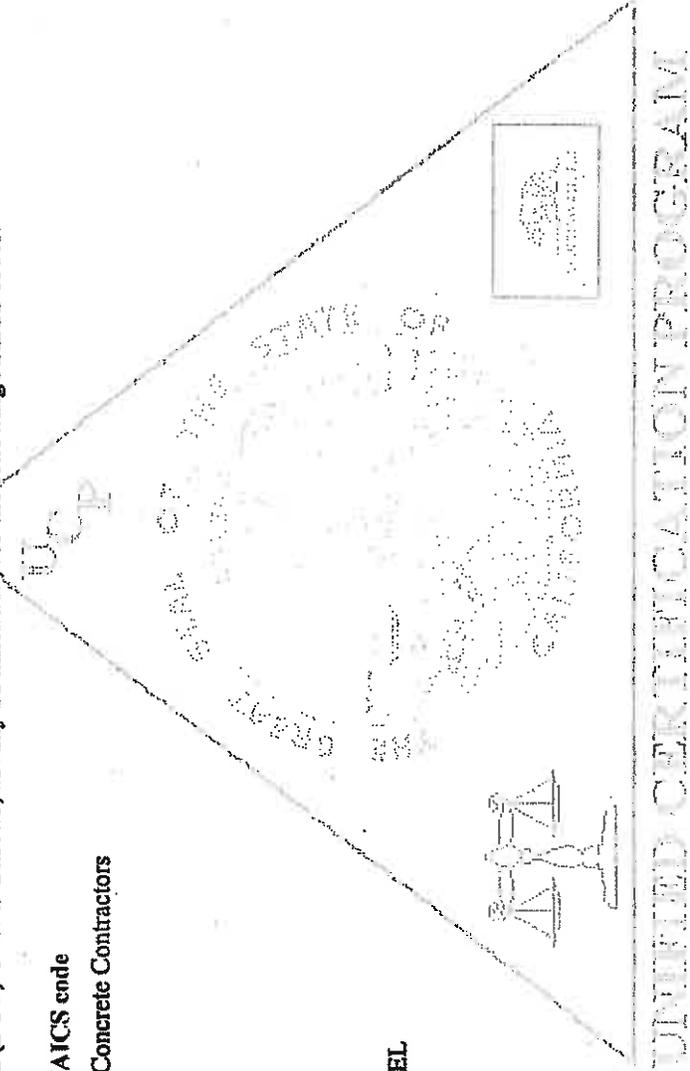
NAICS Code(s) * Indicates primary NAICS code
* 238120 Structural Steel and Precast Concrete Contractors

Work Category Code(s)

C5201 REINFORCING STEEL

Licenses

C50 Reinforcing Steel Contractor



CERTIFYING AGENCY:

DEPARTMENT OF TRANSPORTATION
1823 14TH STREET
SACRAMENTO, CA 95811 0000
(916) 324-1700

UCP Firm Number : 25309

James Salas
CUCP OFFICER

August 10, 2012

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.

BUSINESS ENTERPRISE CERTIFICATE

VALVERDE CONSTRUCTION, INC

10918 SHOEMAKER AVE
SANTA FE SPRINGS, CA 90670
Owner: JOSEPH VALVERDE

Business Structure: CORPORATION

STATE MINORITY 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:

* 237110 Water and Sewer Line and Related Structures Construction



* Indicates primary NAICS code

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

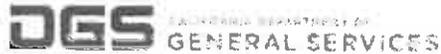
Firm Number: 1045

Renewal Date: September 1, 2013

Janicy Salais

Janicy Salais, CERTIFYING AGENCY REPRESENTATIVE

August 19, 2011



Aug 16, 2012

SB APP

Supplier #34538
MGE ENGINEERING INC
7415 GREENHAVEN DR STE 100
SACRAMENTO CA 95831-5168

Dear Business Person:

Congratulations on your Small Business (SB) certification with the State of California. Your business is now entitled to compete in the State's goal to spend 25 percent of its annual contracting dollars with small businesses. Each certified SB receives a five percent bid preference on applicable solicitations. This certification also guarantees higher interest penalties for late payment of undisputed invoices. You may purchase a rubber stamp by completing the Prompt Payment Rubber Stamp Order form at www.documents.dgs.ca.gov/pd/smallbus/ppstampreq.pdf. For more information or to verify certification status, visit www.eprocure.dgs.ca.gov.

Certification Period: From Aug 6, 2012 to Aug 31, 2013

Business Types: Service

Conflict of Interest for Current and Former State Employees

Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for State employees or former employees.

Annual Submission Requirement

Submit copies of the ENTIRE federal tax return to the Office of Small Business and DVBE Services (OSDS). If you have been granted a tax filing extension with the Internal Revenue Service, submit a copy of the extension form and annual financial statements; then, submit a copy of the tax return once filed. If you have employees, include the California Employment Development Department's "Quarterly Contribution Return and Report of Wages (Continuation)" (Form DE9C). If you have out-of-state employees, submit the employee documentation comparable to Form DE9C. These annual submissions also apply to all affiliated businesses.

Maintaining Your Online Certified Firm Profile

Visit www.eprocure.dgs.ca.gov/default.htm to update your certification profile. You may report changes to the following: mailing and principal office address; contact information; keywords and service areas; United Nations Standard Products and Services Codes, North American Industry Classification System (applicable only to Manufacturers). This certification may be impacted if you update information beyond the aforementioned. To report changes by mail, complete a "Certification Information Change" form located at www.documents.dgs.ca.gov/pd/smallbus/certchange.pdf.

Certification Renewal

Please complete an online application at www.eprocure.dgs.ca.gov 90 days prior to the expiration date whether or not you receive a renewal notice. If you hold dual certifications, SB and DVBE certifications, you must renew both certifications at the same time. Please contact us at 800.559.5529, 916.375.4940 or by email at OSDSHelp@dgs.ca.gov if you have any questions.

Sincerely,

Office of Small Business and DVBE Services

**CALIFORNIA UNIFIED CERTIFICATION PROGRAM
DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE**

MGE Engineering

Firm Name

008142 **September 01, 2017**

FILE#

Renewal Date

IS APPROVED BY

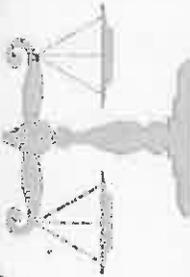
THE CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)

AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE)

AS DEFINED BY THE U.S. DEPARTMENT OF TRANSPORTATION (DOT)

49 CFR, PART 26, AS MAY BE AMENDED, FOR THE FOLLOWING NAICS CODES:

- 237310 - HIGHWAY, STREET, & BRIDGE CONSTRUCTION
- 237990 - OTHER HEAVY & CIVIL ENGINEERING CONSTRUCTION
- 541350 - BUILDING INSPECTION SERVICES
- 541330 - ENGINEERING SERVICES



UNIFIED CERTIFICATION PROGRAM

Kevin Wilson, Management Analyst
Office of Small & Disadvantaged Businesses

(408) 321-5962



**SANTA CLARA
Valley Transportation Authority**

Certifying Agency: 3331 North 1st Street
San Jose, CA 95134



Department of
General Services
BUILDING GREEN BUYING GREEN WORKING GREEN

OPAC CONSULTING ENGINEERS, INC. - #30651

SUPPLIER PROFILE			
Legal Business Name	OPAC CONSULTING ENGINEERS, INC.		
Doing Business As	OPAC CONSULTING ENGINEERS, INC.		
Address	315 BAY ST 2ND FL SAN FRANCISCO, CA 94133-1923	Phone	(415) 989-4551
		FAX	(415) 989-4135
Email	kcheng@opacengineers.com		
Web Page	http://www.opacengineers.com		
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 SERVICES, STRUCTURAL ENGINEERING DESIGN, BRIDGE DESIGN, SEISMIC EVALUATION OF STRUCTURES AND RETROFIT DESGIN.		
Classifications	811015 - Civil engineering		

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Jun 6, 2011	Jun 30, 2013

Certification History

TYPE	STATUS	FROM	TO
SB (Micro)	Expired	Jul 22, 2009	Jul 31, 2011
SB (Micro)	Expired	Aug 18, 2008	Aug 31, 2009
SB	Expired	Aug 15, 2007	Aug 31, 2008
SB	Expired	Oct 28, 2004	Sep 30, 2007
SB	Expired	Oct 7, 2002	Oct 31, 2004

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

OPAC CONSULTING ENGINEERS, INC.

315 BAY STREET, 2ND FLOOR
SAN FRANCISCO, CA 94133 1923

Owner: KWONG CHENG
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

- * 541330 Engineering Services
- 541490 Other Specialized Design Services
- 541690 Other Scientific and Technical Consulting Services
- 541990 All Other Professional, Scientific, and Technical Services

Work Category Code(s)

- | | | | |
|-------|---------------------|-------|-------------------------|
| C8705 | DESIGN | C8706 | DESIGN BRIDGES |
| C8707 | FEASIBILITY STUDIES | C8715 | CONSULTANT, ENGINEERING |
| C8720 | CIVIL ENGINEERING | | |

Licenses

EC Civil Engineer

CERTIFYING AGENCY:

DEPARTMENT OF TRANSPORTATION
1823 14TH STREET
SACRAMENTO, CA 95811 0000
(916) 324-1700

UCP Firm Number: 14241

James Salas
CUCP OFFICER

June 21, 2011

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.

[Back To Query Form](#)

Search Returned 1 Records

Fri Jan 11 09:14:38 PST 2013

Query Criteria

Firm/DBA Name: opac

Firm Type: DBE

Firm ID	14241
Firm/DBA Name	OPAC CONSULTING ENGINEERS, INC.
Address Line1	315 BAY STREET, 2ND FLOOR
Address Line2	
City	SAN FRANCISCO
State	CA
Zip Code1	94133
Zip Code2	1923
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	kcheng@opacengineers.com
Contact Name	KWONG M. CHENG
Area Code	(415)
Phone Number	989-4551
Fax Area Code	(415)
Fax Phone Number	989-4135
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	00;
Districts	00;
DBE NAICS	541330; 541490; 541690; 541990;

ACDBE NAICS

Work Codes	C8705 DESIGN; C8706 DESIGN BRIDGES; C8707 FEASIBILITY STUDIES; C8715 CONSULTANT, ENGINEERING; C8720 CIVIL ENGINEERING;
Licenses	EC Civil Engineer;
Trucks	
Gender	M
Ethnicity	ASIAN PACIFIC
Firm Type	DBE

[Back To Query Form](#)

Rachel Medina

From: CertBounceBack@dgs.ca.gov
Sent: Thursday, June 07, 2012 12:25 PM
To: Rachel Medina
Subject: State of CA Notification Letter

PROCUREMENT DIVISION - Small Business & DVBE Services | *State of California* | *State Consumer Services Agency*
707 3rd Street, 1st Floor, Room 400 | West Sacramento, CA 95605 | t 916.375.4940 f 916.375.4950



Jun 7, 2012

SI

Supplier #20073
RAILPROS INC
1 Ada, Suite 200
IRVINE CA 92618

Dear Business Person:

Congratulations on your Small Business (SB) certification with the State of California. Your business is entitled to compete in the State's goal to spend 25 percent of its annual contracting dollars with small businesses. Each certified SB receives a five percent bid preference on applicable solicitations. This certification also guarantees higher interest penalties for late payment of undisputed invoices. You may purchase a rubber stamp by completing the Prompt Payment Rubber Stamp Order form at www.documents.dgs.ca.gov/pd/smallbus/ppstampreq.pdf. For more information or to verify certification status, visit www.eprocure.dgs.ca.gov.

Certification Period

From Jun 7, 2012 to Jun 30, 2013

Business Types

Service

Conflict of Interest for Current and Former State Employees

Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for State employees or former employees.

Annual Submission Requirement

Submit copies of the ENTIRE federal tax return to the Office of Small Business and DVBE Services (O

If you have been granted a tax filing extension with the Internal Revenue Service, submit a copy of the extension form and annual financial statements; then, submit a copy of the tax return once filed. If you have employees, include the California Employment Development Department's "Quarterly Contribution Return and Report of Wages (Continuation)" (Form DE9C). If you have out-of-state employees, submit the employee documentation comparable to Form DE9C. These annual submissions also apply to all affiliated businesses.

Maintaining Your Online Certified Firm Profile

Visit www.eprocure.dgs.ca.gov/default.htm to update your certification profile. You may report changes to the following: mailing and principal office address; contact information; keywords and service areas; United Nations Standard Products and Services Codes, North American Industry Classification System (applicable only to

- 2 -

Manufacturers). This certification may be impacted if you update information beyond the aforementioned. To report changes by mail, complete a "Certification Information Change" form located at www.documents.dgs.ca.gov/pd/smallbus/certchange.pdf.

Certification Renewal

Please complete an online application at www.eprocure.dgs.ca.gov 90 days prior to the expiration date whether or not you receive a renewal notice. If you hold dual certifications, SB and DVBE certifications, you must renew both certifications at the same time. Please contact us at 800.559.5529, 916.375.4940 or by email at OSDSHelp@dgs.ca.gov if you have any questions.

Sincerely,

Office of Small Business and DVBE Services



THE NETWORK

Bringing You Government Bids Throughout Southern California

Certified Small Business Enterprise (SBE)

9/24/2010

Account #: 17425
Mrs. Medina
RailPros, Inc.
25 Mauchly Drive #329
Irvine, CA 92618

Dear Mrs. Medina:

Thank you for submitting your Vendor Application seeking Small Business Enterprise (SBE) recognition with *The Network*. Per our evaluation of the information you provided in your application and the North American Industry Classification System (NAICS) codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following agencies:

*The Port of Long Beach**

*San Diego County Water Authority**

** There are currently six agencies participating in The Network; however, at the present time, only the Port of Long Beach and San Diego County Water Authority are administering a Small Business Enterprise (SBE) Program.*

The Port of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 541330 611699

SBE Certificate Effective Date: 9/20/2010

SBE Certificate Expiration Date: 9/20/2013

Work performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. The agencies reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participating in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. You may view your SBE qualifying information at any time, by logging into your main menu and selecting the "Small Business Certification Form" link.

Sincerely,

Sashi Muralidharan
SBE Administrator, Port of Long Beach

Joe Valverde

From: CertBounceBack@dgs.ca.gov
Sent: Tuesday, January 08, 2013 3:47 PM
To: joev@valverdeconst.com
Subject: State of CA Notification Letter



Jan 8, 2013

Supplier #1071463
Valverde Construction, Inc.
PO Box 3223
SANTA FE SPRINGS CA 90670-3223

Dear Business Person:

Congratulations on your Small Business (SB) certification with the State of Calif now entitled to compete in the State's goal to spend 25 percent of its annual contr businesses. Each certified SB receives a five percent bid preference on applicable certification also guarantees higher interest penalties for late payment of undisput purchase a rubber stamp by completing the Prompt Payment Rubber Stamp Orde www.documents.dgs.ca.gov/pd/smallbus/ppstampreq.pdf. For more informati status, visit www.eprocure.dgs.ca.gov.

Certification Period

From Jan 8, 2013 to Jan 31, 2014

Business Types

Construction

Conflict of Interest for Current and Former State Employees

Prior to contract award, agencies will assure the vendor is in compliance with Pa Section 10410 et seq. addressing conflict of interest for State employees or forme

Annual Submission Requirement

Submit copies of the ENTIRE federal tax return to the Office of Small Business & (OSDS). If you have been granted a tax filing extension with the Internal Revenue of the extension form and annual financial statements; then, submit a copy of the you have employees, include the California Employment Development Departme Contribution Return and Report of Wages (Continuation)" (Form DE9C). If you l employees, submit the employee documentation comparable to Form DE9C. The also apply to all affiliated businesses.

Maintaining Your Online Certified Firm Profile

Visit www.eprocure.dgs.ca.gov/default.htm to update your certification profile. Yo following: mailing and principal office address; contact information; keywords and s Nations Standard Products and Services Codes, North American Industry Classificati

1/10/2013

to
Manufacturers). This certification may be impacted if you update information beyond the aforementioned.
To report changes by mail, complete a "Certification Information Change" form located at
www.documents.dgs.ca.gov/pd/smallbus/certchange.pdf.

Certification Renewal

Please complete an online application at www.eprocure.dgs.ca.gov 90 days prior to the expiration date whether or not you receive a renewal notice. If you hold dual certifications, SB and DVBE certifications, you must renew both certifications at the same time. Please contact us at 800.559.5529, 916.375.4940 or by email at OSDSHelp@dgs.ca.gov if you have any questions.

Sincerely,

Office of Small Business and DVBE Services

PROCUREMENT DIVISION - Small Business & DVBE Services | State of California | State Consumer Services Agency
707 3rd Street, 1st Floor, Room 400 | West Sacramento, CA 95605 | t 916.375.4940 f 916.375.4950



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CALIFORNIA PROFILE			
BidSync Supplier Name	Valverde Construction, Inc	Supplier Number	1071463
Legal Business Name	Valverde Construction, Inc.	DBA Business Name	Valverde Construction Inc
Address	PO Box 3223 SANTA FE SPRINGS, CA 90670-3223	Phone	(562) 906-1826
		FAX	(562) 906-1918
Email	toev@valverdeconst.com		
Web Page	http://www.valverdeconst.us		
Number of Employees	35		
Business Types	Construction		
Service Areas	Los Angeles, Orange, Riverside, San Bernardino, San Diego,		
Keywords	Underground Utilities Water Sewer Storm Drain Pipeline		
Construction License Types	A - General Engineering B - General Building Contractor C-10 - Electrical (general) C-16 - Fire Protection Engineering C-36 - Plumbing		
Classifications	781021 - Pipeline services 831015 - Water and sewer utilities		
View Options	View Application		
Edit Options	Amend Application Register as Disabled Veteran Business Enterprise (DVBE)		

Active Certifications

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

TYPE	STATUS	STATUS DATE	FROM	TO	ACTIONS
SB	Approved	Jan 8, 2013	Jan 8, 2013	Jan 31, 2014	

Certification History

TYPE	STATUS	STATUS DATE	FROM	TO
SB	Expired	Jan 8, 2013	Mar 1, 2012	Mar 31, 2013
SB	Expired	Mar 1, 2012	Apr 5, 2011	Apr 30, 2012
SB	Expired	Apr 5, 2011	May 21, 2010	May 31, 2011
SB	Expired	May 21, 2010	Jul 8, 2009	Jul 31, 2010
SB	Denied	Jul 1, 2009		

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Customer Support - vendorsupport@bidsync.com or 1-800-990-9339

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DEPARTMENT OF TRANSPORTATION
OFFICE OF BUSINESS AND ECONOMIC
OPPORTUNITY
1823 - 14TH STREET
SACRAMENTO, CA 95814
Phone (916) 324-1700
Toll Free 1-866 810-6346
Fax (916) 324-1949
TTY (916) 324-2252



Flex your power!
Be energy efficient!

August 19, 2011

Dear Business Owner:

Thank you for your continued interest in the State Minority Business Enterprise (SMBE) and/or State Women Business Enterprise (SWBE) Certification program.

We are pleased to inform you that your business has been recertified and the certificate(s) is/are enclosed for your files.

We wish you much success in your business endeavors.

Sincerely,

A handwritten signature in cursive script that reads "Janice Salais".

JANICE SALAIS
Chief
Certification Unit

Enclosure

**SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY**

CERTIFICATE EXPIRATION DATE: 09-27-2013

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:

Valverde Construction Inc. of Santa Fe Springs, California as a MBE

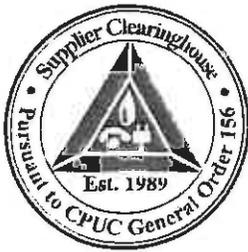
pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

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: 90ES0206

Determination Date: 08-06-2010



NOTICE OF VERIFICATION AND CERTIFICATION

August, 06 2010

Paula Romanoski
Valverde Construction Inc.
10918 Shoemaker Avenue
Santa Fe Springs, CA 90670

CHS Verification Order Number: 90ES0206

Congratulations, the Supplier Clearinghouse is pleased to inform you that in accordance with General Order 156, your business enterprise has successfully completed the verification process, and your company has received the following certification: **MBE**

Your company will now be recognized by the Joint Utilities as a women and/or minority-owned business when competing for procurements by public utilities participating in the Utility Supplier Diversity Program.

Your Certification is valid for three years and you are required to re-verify your company's WMBE status at least 30 days prior to your expiration date. Please notify our office of any change in your address or contact information so that we can maintain your most current contact information. You must notify our office of any change in ownership and/or control of your company within 30 days of the change. Failure to provide that notification is in violation of section 8285 of the Public Utilities Code and could render your certification status invalid.

If your company was verified and certified under the CAV (Comparable Agency Verification) process, your certificate status will expire on the same expiration date as that of the comparable agency except for SBA 8a Certificates that are valid for a seven year period. However, please note that the maximum verified certification period for the Supplier Clearinghouse is three years regardless of *any* CAV expiration date in excess of three years.

The Supplier Clearinghouse may request additional information or conduct an on-site visit at any time during the term of your verified certification status. The Supplier Clearinghouse may reconsider your certification status and possibly rule invalid your verified status if it is determined that the status was knowingly obtained by false, misleading and/or incorrect information. Also note that if in a formal opinion, the California Public Utilities Commission determines that the WMBE verification criteria under which you were deemed eligible is no longer valid, then your status may change or you may be required to comply with the change to maintain eligibility.

Thank you for participating in the Utility Supplier Diversity program. We wish you much success in your business endeavors. Feel free to contact our office if you have questions, or visit our website at www.thesupplierclearinghouse.com.

The Supplier Clearinghouse



Department of
General Services

Search Criteria

Business Name: Valverde Construction, Inc.
Supplier ID: 1071463

The State of California Certifications

[Return to search](#)

(showing 1 - 1 of 1)

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[Generate Export List \(CSV Format\)](#)

VALVERDE CONSTRUCTION INC - SB	# 1071463
Legal Business Name: VALVERDE CONSTRUCTION, INC.	
Doing Business As: VALVERDE CONSTRUCTION INC	
PO Box 3223	View Profile
SANTA FE SPRINGS, CA 90670	Phone: (562) 906-1826
Email: joev@valverdeconst.com	Fax: (562) 906-1918

California Certification Report - p. 1 - Generated on Mar 23, 2012

California Certification Report

1071463 - VALVERDE CONSTRUCTION INC - SB

Legal Business Name:	VALVERDE CONSTRUCTION, INC.		
Doing Business As:	VALVERDE CONSTRUCTION INC		
Address:	PO Box 3223	Phone:	(562) 906-1326
	SANTA FE SPRINGS, CA 90670	FAX:	(562) 906-1918
Email:	joev@valverdeconst.com		
Web Page:	http://www.valverdeconst.us		
Active Certifications:	SB Mar 1, 2012 - Mar 31, 2013		
Business Types:	Construction		
Classifications:	[781021] Pipeline services		
	[831015] Water and sewer utilities		
Keywords:	Underground Utilities Water Sewer Storm Drain Pipeline		



Metro

Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

CERTIFICATE OF PRE-QUALIFICATION

October 13, 2011

RECEIVED

OCT 14 2011

Mr. Edward Valverde
Valverde Construction Inc.
P. O. Box 3223
Santa Fe Springs, CA 90670-4533

VALVERDE CONSTRUCTION

Re: IFB – C0974 – Division 13 Maintenance & Operations Facility

Dear Mr. Valverde:

Your firm's pre-qualification application has been approved for the above solicitation and any future bids or proposals during the following time period:

October 13, 2011 through October 12, 2013

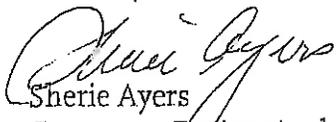
A new application will be required after this period.

This approval is not to be construed as an award; only the Contracting Officer can award contracts. We may seek additional information in the future either from your firm or other resources, as appropriate.

The enclosed Validation Form is for your use on any *future* bid or proposal of \$100,000 or more that you wish to participate on during the approval period. It is not necessary to submit this form for the current procurement action. This form is very important as it allows us to track your participation in our procurement program. It should be submitted prior to the due date of any future bid or proposal, along with updated information if applicable.

Thank you for your continuing interest in Metro's procurement program.

Sincerely,


Sherie Ayers
Contractor Review Analyst

Enclosure

Applicant Firm: Valverde Construction, Inc.
Tax ID No. or SSN: 95-2774389

LACMTA PRE-QUALIFICATION VALIDATION

A copy of this VALIDATION must be completed and signed by at least one General Partner, Owner, Principal or Officer authorized to legally commit the Applicant Firm.

RFP or IFB Name and Number: RFQ No C0980 Regional Connector Transit Corridor Project

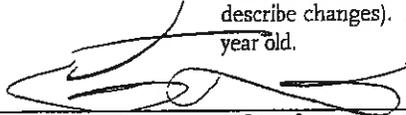
DECLARATION

I, (printed full name) Edward Valverde, Social Security Number (last four digits) 9420, being first duly sworn, hereby declare that I am the (position or title) Vice President of (Firm name) Valverde Construction, Inc., and that I am duly authorized to execute this Validation Statement on behalf of this entity. I acknowledge that any false, deceptive or fraudulent statements on this validation will result in denial of pre-qualification. I hereby state:

the Pre-Qualification Application dated 11/13/11 on file with LACMTA is correct and current as submitted.

OR

the Pre-Qualification Application dated _____ on file with LACMTA is correct and current as submitted, except as modified by the attached changed pages and/or attachments to said Application. (Applicant may attach additional sheets to describe changes). Attach recent financial statements if previous are more than one year old.



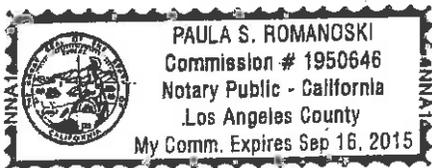
Signature of Person Certifying for Applicant Firm

11/15/2012
Date

Valverde Construction, Inc.

Subscribed and sworn to (or affirmed) before me this 5th day of November, 2012
Date Month Year

by Edward Valverde, proved to me on the basis of satisfactory evidence to be the person (s) who
Name of Signer
appeared before me.



Place Notary Seal Above



Signature of Notary Public

Paula S. Romanoski, Notary Public

NOTICE TO APPLICANTS

A material false statement, omission or fraudulent inducement made in connection with this pre-qualification application is sufficient cause for denial of the application or revocation of a prior approval, thereby precluding the applicant Firm from doing business with, or performing work for, the LACMTA, either as a vendor, prime contractor, subcontractor, consultant or sub-consultant for a period of three years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges. (Title 18 USC-1001; false-statements; California-Penal-Code-Section-132; offering-altered-or-antedated-or-forged-documents-or-records; and Section 134, preparing false documentary evidence).

NOTE: Applicant information submitted to the LACMTA in connection with pre-qualification is considered confidential. All such applicant information is confidential business information and will be afforded protection to the fullest extent permitted by law.

Validation Submittal: Do not submit validations with bid or proposal, mail or deliver them to:
LACMTA Pre-Qualification Office
Mail Stop 99-21-3
One Gateway Plaza
Los Angeles, CA 90012-2952

PRE-QUALIFICATION VALIDATION
MARCH 07

California Certification Report

9402 - WKE INC - MB

Legal Business Name	WKE INC	Phone	(714) 953-2665
Doing Business As	WKE INC	FAX	
Address	400 N. Tustin Ave, Suite 285 SANTA ANA, CA 92705		
Email	wkoo@wke-inc.com		
Web Page	http://www.wke-inc.com		
Active Certifications	SB (micro) Jul 27, 2011 - Jul 31, 2013		
Business Types	Service;		
Classifications	[811015] Civil engineering		
Keywords	TRANSPORTATION STRUCTURAL HIGHWAY PLANNING ENGINEERING DESIGN CONSTRUCTION-MANAGEMENT GENERAL-CIVIL ENGINEERING CONSULTING MUNICIPAL PUBLIC-WORKS PROJECT-FINANCING PROJECT-FEASIBILITY STUDY		

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

WRECO

1243 ALPINE ROAD SUITE 108
WALNUT CREEK, CA 94596

Owner: HAN-BIN LIANG

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

- | | |
|---|---|
| * 541330 Engineering Services | 541519 Other Computer Related Services |
| 541340 Drafting Services | 541618 Other Management Consulting Services |
| 541490 Other Specialized Design Services | 541512 Computer Systems Design Services |
| 541690 Other Scientific and Technical Consulting Services | |

Licenses

CERTIFYING AGENCY:

BAY AREA RAPID TRANSIT DISTRICT (BART)
300 LAKESIDE DRIVE, 18TH FLOOR
OAKLAND, CA 94612 0000

(510) 464-7580

UCP Firm Number : 30066



CUCP OFFICER

July 21, 2008



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CALIFORNIA PROFILE

BidSync Supplier Name	WRECO	Supplier Number	60800
Legal Business Name	WRECO	DBA Business Name	WRECO
Address	1243 ALPINE ROAD, SUITE 108 WALNUT CREEK, CA 94596	Phone	(925) 941-0017
		FAX	(925) 941-0018
Email	hanbin_liang@wreco.com		
Web Page	http://www.wreco.com		
Number of Employees	34		
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	HYDROLOGY, HYDRAULICS, WATER RESOURCES, CIVIL ENGINEERING, STORM WATER MANAGEMENT, WATER QUALITY, DRAINAGE, UTILITY ENGINEERING, FLOODPLAIN ANALYSIS, CREEK RESTORATION, QSD, QSP, COASTAL ENGINEERING, NUMERICAL AND PHYSICAL MODELING, BIOLOGICAL, WETLANDS		
Classifications	811015 - Civil engineering		
View Options	View Application		
Edit Options	Amend Application Register as Disabled Veteran Business Enterprise (DVBE)		

Active Certifications

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

TYPE	STATUS	STATUS DATE	FROM	TO	ACTIONS
SB	Approved	Oct 10, 2012	Oct 10, 2012	Oct 31, 2013	

Certification History

TYPE	STATUS	STATUS DATE	FROM	TO
SB	Expired	Oct 10, 2012	Nov 23, 2011	Nov 30, 2012
SB (Micro)	Expired	Nov 23, 2011	Dec 8, 2009	Dec 31, 2011
SB	Expired	Dec 8, 2009	Jan 12, 2009	Jan 31, 2010

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Customer Support - vendorsupport@bidsync.com or 1-800-990-9339

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Joint Venture Agreement

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT ("Agreement") made and entered into this 25th day of January, 2012, by and between **Tutor Perini Corporation** ("Tutor Perini"), a Massachusetts Corporation, with its principal offices at 15901 Olden Street, Sylmar, CA 91342, **Zachry Construction Corporation** ("Zachry"), a Delaware Corporation, with its principal office at 12625 Wetmore Road, Suite 301, San Antonio, TX 78247 and **Parsons Transportation Group Inc** ("Parsons"), an Illinois Corporation, with its principal office at 100 M Street SE, Suite 1200, Washington, DC 20003 (Each individual member may be referred to herein as a "Party" and collectively hereinafter in this Agreement, the "Parties").

WITNESSETH:

WHEREAS, the California High-Speed Rail Authority (hereinafter, "Owner") intends to solicit Design-Build Services for Construction Packages #1 - 4 of the Initial Construction Section of the California High-Speed Train System in California's Central Valley (the "Project"), and

WHEREAS, the Parties hereto intend to jointly submit a response to the Requests for Qualifications ("RFQ") as a Statement of Qualifications ("SOQ") for the Project, and intend to submit a proposal (the "Proposal") for the Project if prequalified to receive a Request for Proposal ("RFP"), and, if selected as design/build to perform the design-build portion of the Project, to execute and perform a contract setting forth the terms and conditions on which such design-build work would be carried out (the "Contract").

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the Parties agree to and do hereby constitute themselves as a California joint venture for the purpose of submitting a SOQ and, subsequently, a Proposal to Owner for the Contract, and the Parties hereby agree that such SOQ and Proposal shall be submitted and such Contract, if awarded to them, shall be performed and completed by them as a joint venture subject to the following terms and conditions:

1. NAME AND SCOPE OF JOINT VENTURE

- 1.1. The SOQ and Proposal shall be submitted and the Contract, if awarded to the joint venture formed hereunder, shall be entered into and shall be carried out and performed by them in the name of "**Tutor Perini/Zachry/Parsons, a Joint Venture**" (hereinafter the "Joint Venture") and all money, equipment, materials, supplies and other property acquired by the Joint Venture shall be held jointly in that name. The obligations of the Parties under the Contract shall be joint and several.
- 1.2. Payment made by the Parties for expenses incurred in connection with the preparation of the SOQ and Proposal for, and securing the award of, the Contract, shall be as follows:
 - a. Except as otherwise provided in this paragraph 1.2, each Party shall individually bear all costs it may incur in securing the award of the Contract, and no

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reimbursement of any SOQ, Proposal, or pre-award costs will be made to any Party by any other Party or by the Joint Venture, unless otherwise expressly agreed in writing.

- i. If the Management Committee agrees that the Joint Venture should retain the services of non-affiliated third parties with respect to the SOQ or Proposal, any costs for such third party services shall be borne by the Parties in accordance with their respective Proportionate Shares.
 - b. The Joint Venture shall reimburse Parsons for costs incurred for the preparation of design for the Proposal, including advancing the design of the Project as necessary for the preparation of the estimate, as well as its cost of producing the SOQ and Proposal by the Joint Venture. Parsons costs include direct labor calculated at actual wages paid its employees times 1.75 and the cost of employing third parties to provide engineering services necessary to advance the design and its direct expenses associated with its assigned tasks.
 - c. Parsons will submit an invoice to the Joint Venture on a monthly basis in a format that will be mutually agreed between the Parties for those costs for which the Joint Venture is responsible under paragraph 1.2(b). The Joint Venture will pay all undisputed amounts within forty-five (45) days of receipt of Parsons' invoice.
 - d. If the Joint Venture is not awarded the Contract for the Project, but instead is awarded a stipend from the Owner for its Proposal preparation costs, the stipend will be Joint Venture revenue and, after covering third party expenses and Joint Venture costs (e.g., geo-tech and utility investigations, ROW reviews, etc., used to reimburse the Parties in proportion to their Proportionate Share, as defined in paragraph 2.1 below.
 - e. This Agreement shall terminate automatically and without further action by the Parties upon the earliest of any of the following events to occur: (i) a Party timely declines to join in the submission of the Proposal(s); (ii) the Contract(s) is/are awarded to and signed by a third party other than the Joint Venture, (iii) two years after the date on which this Agreement is effective unless the Joint Venture has entered the Contract, or (iv) the Joint Venture has completed the Contract and final disposition and the distribution of all assets and liabilities.
 - f. Within two (2) weeks of Owner's issuance of the RFP for the Project, Parsons will prepare and submit, for approval by the Management Committee, a proposal development budget, including internal and external costs for their Proposal efforts.
- 1.3. The Parties will work closely together and use reasonable efforts to prepare the SOQ and Proposal with the exclusive goal of obtaining the Contract with terms acceptable to the Parties. If the Parties are unable to agree upon a Proposal, any Party may, in its sole discretion, give notice of its disagreement to the terms of the Proposal to the other Parties at any time before the submittal of a binding Proposal. This Agreement shall terminate upon delivery of such notice and no Party shall have any liability to the other

Parties except as accrued before such termination and as explicitly provided in this Agreement. Except as otherwise specifically set forth in this paragraph 1.3, no Party has any right to withdraw or disassociate from the Joint Venture, and any withdrawal will be wrongful and the Party seeking to withdraw will be in material default of its obligations under this Agreement.

- 1.4 The Parties shall meet and assign responsibility for preparing the various sections of the SOQ and Proposal. In general, Parsons shall be responsible to prepare the technical portions of the proposal including advancing the design of the Project to the extent that the quantities and qualities of construction can be determined in order to estimate the cost. Tutor Perini and Zachry will be responsible to prepare those portions that describe the construction approach and Tutor Perini to lead the preparation of the cost estimate of the cost of construction by the Parties. Each Party shall provide information regarding their respective technical and financial capabilities as well as other information required for the SOQ and Proposal. Each Party shall provide documents, certifications, and any other instrument signed by authorized representatives of the Party that are required to prepare the SOQ and Proposal.

Parsons, with assistance from subconsultants agreed by the Parties, will prepare a design in sufficient detail to enable the Joint Venture to quantify and price Project work on a fixed-price basis (the "Bid Design"). Parsons shall provide an estimate of the cost of design services and provide sufficient information regarding the design for Tutor Perini's and Zachry's review and preparation of the price for the Proposal. Each Party shall estimate the cost of construction and the Parties shall meet and reconcile their estimates in order to establish the price for the proposal. It is understood that the Bid Design will not be complete and that further development and revisions will be required during the final design process; however, the Bid Design will:

- i) Be based on Parsons' professional experience in similar projects and Parsons' reasonable judgment of what is to be expected to be necessary in the final design.
- ii) Include plans, details and/or a schedule of quantities for use by the Joint Venture in preparing the Proposal accompanied by Parsons' analysis and recommendation of contingency quantities for items of Work that cannot be fully established until final design.
- iii) Include schematic and conceptual plans and sketches as may be required or requested by the Joint Venture in order to price the Work.
- iv) Provide a geotechnical evaluation and recommendations addressing foundations, subgrade stabilizations, undercutting and refilling, existing pavement structures, use of excavated material in project embankments and backfills, potential for rock or obstructions encountered in cuts, foundation excavations and pipe trenches, and shall include review of Owner-furnished boring data, study of available physical drilling samples and logs, hand-auger field sampling or supplemental borings as necessary to properly establish the scope of the Work.

- 1.5 This Agreement shall not be interpreted or construed so as to extend beyond the submission of the SOQ, Proposal and the performance of Contract, nor to create any permanent partnership or permanent Joint Venture between the Parties, and shall not limit any of the Parties in their right to carry on their individual businesses for their own benefit, including other work for the Owner.

2. PROPORTIONATE SHARES

- 2.1. Except as otherwise provided in paragraphs 4.2 and 4.3 hereof, the interest of the Parties in any profits and assets and their respective shares in any losses and liabilities that may result from the filing of the SOQ, the Proposal and the performance of the Contract, shall be as follows:

Tutor Perini Corporation	50%
Zachry Construction Corporation	25%
Parsons Transportation Group Inc.	25%

with such percentages, as may be amended as provided in paragraphs 4.2 and 4.3, being referred to hereinafter as the respective Party's Proportionate Share.

- 2.2. Distribution of profits shall be made in the manner provided in paragraph 6.1.
- 2.3. If, at the time the performance of the Contract is complete or the Joint Venture is concluded for any reason, and the Joint Venture has not made a profit and the assets of the Joint Venture are insufficient to repay the capital contributions of the Parties after paying all obligations of the Joint Venture (including reimbursement of actual costs incurred by the Parties) then the Joint Venture will be deemed to have realized a loss. The Parties shall share the loss in proportion to the percentages stated in paragraph 2.1 without any adjustment.
- 2.4. If a Party sustains any liabilities or is required to pay any cost arising out of or directly connected with the performance of such Contract, or the execution of any surety bonds or indemnity agreements in connection therewith, then the other Parties shall pay the Party incurring the cost or liability such that (i) if the Joint Venture has earned a profit, the Parties will have shared in the profit in proportion to their Proportionate Share as may be adjusted or (ii) if the Joint Venture has realized a loss, each of the Parties shall have shared the loss in proportion to the shares stated in paragraph 2.1. For purposes of this paragraph 2.4, "costs" and "liabilities" do not include indirect costs or consequential damages incurred by a Party, including without limitation, loss of use, loss of business opportunity, loss of product or output, loss of profit or revenue, cost of capital and similar claims of a Party or its affiliates, but do include any obligation to pay indirect cost or consequential damages to a non-affiliated third party.
- (a) For the purposes of paragraph 2.4 above, a Party's "liability" and "costs" include any loss, cost, expense, or liability incurred by an affiliate of a Party as a result of such affiliate's execution of surety bonds, guarantees, or indemnity agreements entered into in connection with the performance of the Contract.

- (b) Each Party (the "Responsible Party") is responsible for, and shall defend and indemnify the Joint Venture and the other Parties against, all claims, losses, cost, and expenses (including reasonable attorneys fees) arising from any act or omission of the Responsible Party constituting actual fraud or gross negligence. As used in this paragraph, the term "gross negligence" includes an act in violation of law that the actor knew or should have known was not lawful. To the extent this paragraph 2.4(b) conflicts with any other provision in this Agreement, this paragraph 2.4(b) controls.
- 2.5. The Parties shall, from time to time, execute such applications for bonds and Indemnity agreements, and other documents and papers as may be necessary in connection with the submission of the Proposal and the performance of such Contract, provided, however, that the liability of each of the Parties hereto under any agreements to indemnify a surety company or surety companies shall be equal to the Proportionate Share stated in paragraph 2.1 without any adjustment.
- 2.6. Each Party shall, to the extent applicable, provide a parent guarantee, duly executed by the person(s) or entity(ies) who has executed any indemnities in favor of its sureties to secure its share of the performance and/or payment bonds required in connection with the Contract.

3. MANAGEMENT OF JOINT VENTURE

- 3.1. Authority to act for and bind the Joint Venture or the Parties to this Joint Venture in connection with all or any part of the performance of said Contract shall be vested in the Management Committee, which may, from time to time delegate all or any part of such authority to one of the Parties and/or to any individual or individuals, upon unanimous consent of the Parties. Neither the Management Committee nor any Party hereto shall have the authority to act for or bind any other Party except in connection with the performance of the Contract and to the extent provided in this Agreement. Except as provided in paragraphs 4.2, 4.3, and 4.4, each Party shall have a voice in the Management Committee equal to its Proportionate Share. Except as otherwise provided in paragraph 3.4 or noted herein, the Management Committee may act upon consent of the Party or Parties having a Proportionate Share or Shares totaling more than fifty percent (50%) of the Proportionate Shares entitled to vote at a meeting of the Management Committee. The Parties hereby designate the following individuals to represent them respectively on the Management Committee:

PARTY

REPRESENTATIVE

Tutor Perini Corporation

James A. (Jack) Frost
Ronald N. Tutor (Alternate)

Zachry Construction Corporation

Jean Abiassi
David Zachry (Alternate)

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Parsons Transportation Group Inc.

Thomas E. Barron
Takis Salpeas (Alternate)

Such designations may be changed by either Party, respectively, at any time upon written notice to the other Party by the chief executive of the acting Party.

- 3.2. Tutor Perini is hereby designated as the Managing Party, subject, however, to the superior authority and control of the Management Committee; provided, however, that if Tutor Perini becomes a Defaulting Party or Under-Contributing Party, the Management Committee shall select a replacement Managing Party, who shall have all the power and authority of the Managing Party as if originally appointed to that position under this Agreement. The Managing Party shall appoint the Project Manager through whom the Managing Party shall have direct charge over and supervision of all operational matters necessary for and connected with the performance of the Contract, except as otherwise provided herein. The remainder of the Project execution personnel will be an integrated team with staff provided by Tutor Perini and the other Parties on a "best for Joint Venture" basis.
- 3.3. A monthly management administrative fee will be paid to the Managing Party. This cost will be agreed by the Parties before the Proposal is submitted and included in the estimate of Project costs. This monthly management administrative fee will range between six tenths of one percent and one percent (0.6% to 1.0%).
- 3.4. Decisions regarding the following matters shall be made only upon the unanimous vote of the Management Committee:
 - a. Significant financial or business conduct matters such as borrowing, debt guarantees, lease commitments, labor relations, contributions to political parties or candidates or making of gifts to those with whom the JV does or might do business and the investment policy with respect to Joint Venture funds.
 - b. Party transactions with the Joint Venture including any transaction between the Joint Venture and a Party or any entity affiliated with a Party.
 - c. The sale of Joint Venture assets; including the terms of such sale and the agent therefore, if any.
 - d. Initiating any claim or litigation and establishing settlement threshold amounts and approving settlements in excess of such threshold amount for claims or litigation by or against the Joint Venture.
 - e. Rates of payment or reimbursement for employees, equipment, temporary or permanent materials, or management, data processing and/or other services provided by a Party or an affiliate of a Party. A bonus/incentive pool will be established to pay salary/key Joint Venture personnel. These costs will be added to the bid.
 - f. Distribution of profits or cash flow.

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- g. Establishing initial requirements for insurance to be provided by Joint Venture.
 - h. Delegation of Management Committee powers to a Party or to a person.
 - i. Submission of the Proposal and execution of the Contract and, to the extent negotiation of the Contract is permitted by the Owner after submission of the Proposal, approval of the terms and conditions of the Contract resulting from such negotiation.
 - k. Pledging, mortgaging, or otherwise creating liens upon or encumbering Joint Venture property.
 - l. Any proposed adjustment of a Joint Venture item under the Internal Revenue Code or in connection with an Internal Revenue Service audit that materially and adversely affects any Party other than the tax matters Party, including, without limitation, (1) entering into a settlement agreement which purports to bind Parties other than the tax matters Party (including, without limitation, any stipulation consenting to an entry of decision by the Tax Court), or (B) entering into an agreement or stipulation extending the statute of limitations.
 - m. Guidelines to be followed by the Managing Party in respect of any of the foregoing items enumerated in this paragraph 3.4.
- 3.5. The Managing Party shall be designated as the "tax matters Party" (as said term is used in Sections 6221 through 6232 of the Internal Revenue Code) for the Joint Venture.
- 3.6. Management Committee meetings shall be held as needed, but in no event less frequently than once every three months. Job progress reports, a recently updated construction schedule, and the most recent copies of the financial reports described in Paragraph 5.2 shall be presented and reviewed by the Parties at such meetings. Any other matters of interest to the Joint Venture may be investigated at, or as a result of, such meetings. Any Party may, upon written notice fifteen (15) days in advance of same, call a Special Meeting of the Management Committee.
- 3.7. Notwithstanding the provisions of Paragraph 3.8, if any dispute between the Parties affects or threatens the orderly or timely progress of the Project, the Joint Venture shall proceed with the Work as directed by the Managing Party in writing, whose decision with respect to matters affecting the prosecution of the Work shall be final and binding unless another Party provides written notice of its objections within twenty (20) days after receipt of the Managing Party's written directive. In no event shall any dispute be permitted to delay the progress of the Work. The authority of the Managing Partner under this paragraph 3.7 shall not apply to any decision for which the unanimous consent of the Management Committee is required under paragraph 3.4.
- 3.8. In the event of any dispute, including those which have been the subject of a formal objection pursuant to Paragraph 3.7, the Parties shall exhaust every reasonable effort to settle or dispose of same. If, after the chief executive officers of all of the Parties have met on no less than two separate occasions in an attempt to settle or dispose of such dispute, then such dispute shall be settled by arbitration under the American Arbitration

Association Construction Industry Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction, and the arbitration decision shall be final and binding on the Joint Venture and on all Parties.

- 3.9. Parsons shall perform all design services with in-house forces except as otherwise approved by the Management Committee. Design Subconsultants, if any, shall be employed directly by the Joint Venture.

4. CAPITAL CONTRIBUTIONS AND DEFAULT

- 4.1. The Management Committee shall from time to time determine the amount of working capital required to carry out and to perform the Contract, and each Party shall contribute its Proportionate Share of such working capital within ten (10) days after the decision of the Management Committee to authorize a cash call. Each Party shall cause its representative on the Management Committee to authorize a cash call if and to the extent necessary for the Joint Venture to meet its financial obligations and to perform its obligations under the Contract.
- 4.2. If a Party (the "Under-Contributing Party") fails or is unable to provide Its Proportionate Share of any cash call authorized by the Management Committee, the interest of the Under-Contributing Party in the return of investment and profits of this Joint Venture shall be decreased to the proportion that the amount actually provided by it bears to the total amount of the funds provided by all Parties, and the interest of the Parties which may have contributed more than its Proportionate Share of such funds (the "Over-Contributing Parties") shall be increased pro rata in the same proportion. Nothing contained herein shall increase or decrease the proportionate liability of the Parties hereto for losses suffered or sustained by the Joint Venture. The amount of unpaid contribution shall be deemed to be a loan to the Under-Contributing Party from the Over-Contributing Parties bearing simple interest charged at the rate per year of 3% above the prime rate of interest charged by the Morgan Guaranty & Trust Company of New York (but not exceeding the maximum allowed by law) and such loan shall be immediately due and payable upon demand of the Over-Contributing Parties. The subsequent repayment of such loan by the Under-Contributing Party shall not cure the default of the Under-Contributing Party nor restore its original interest in the profits of the Joint Venture, except by the express written consent of the Over-Contributing Parties.

Reduction in an Under-Contributing Party's share of the profits and increases in the share of the Over-Contributing Parties shall be calculated as of the time of each default in contribution and as of the time of excess contributions by the Over-Contributing Parties. The profit shares as so adjusted may be further adjusted to reflect any subsequent under or excess contributions.

The Under-Contributing Party shall have no representative on the Management Committee, no right to vote on matters brought before the Management Committee, and shall have no right to participate in the affairs of the Joint Venture from the date of its failure to make the required capital contribution until either (1) all of the defaulted contributions and default interest have been paid to the Joint Venture or (2) distributions

to the Over-Contributing Parties have included repayment of all of their excess contributions and payment of all default interest.

- 4.3 If a Party (i) files a voluntary petition for bankruptcy, reorganization, or (ii) is subject to an involuntary petition in bankruptcy which is not stayed or discharged within thirty (30) days, or (iii) makes a general assignment of its assets to its creditors, or (iv) becomes insolvent or unable to pay its debts, or (v) fails to perform any material obligation of this Agreement or otherwise breaches this Agreement and the failure or breach is not remedied within a reasonable time after receipt of notice (for purposes of paragraphs 4.4 through 4.8 the "Defaulting Party"); then the non-defaulting Parties or remaining non-defaulting Parties may do whatever they deem necessary to continue the Work under the Contract, including, but not limited to, permitting a third party to join the Joint Venture to perform services that otherwise would be performed by the Defaulting Party.
- 4.4 Upon the occurrence of any event described in paragraph 4.3, neither the Defaulting Party nor its administrators, trustees, or representatives will have: (i) the right to participate in the administration or management of the Joint Venture; (ii) the right to vote on matters brought before the Management Committee; and (iii) the right to receive any distribution of payments for performing any Work done under this Agreement and the Contract until completion and resolution of all defaults arising under this Agreement, and a final accounting is made establishing such reserves as the non-defaulting Parties deem necessary.
- 4.5 The Managing Party shall calculate the Defaulting Party's share of the undistributed Joint Venture profits as stated in the financial statements prepared as of the end of the preceding quarter and adjusted to account for any profit or loss occurring since the date of the end of the preceding quarter. The Managing Party shall segregate and retain the Defaulting Party's share of profit in a separate account until the completion, expiration or termination of the Contract and all affairs of the Joint Venture are settled as provided in paragraph 4.4. At this time the Managing Party shall adjust the amount of the Defaulting Party's share by deducting the Defaulting Party's share of costs for rework or repair to Work completed before the event of default and any additional cost to the Joint Venture arising as a result of or in connection with the default. The Defaulting Party is not entitled to any distribution of its share of profit as described in this paragraph 4.5 until the final adjustment is determined and then only if the Joint Venture has earned profit at the time of the final accounting.
- 4.6 The non-defaulting Parties and any additional Party, if applicable, are entitled to all profits and payments arising from Work done after the date of default, with the exclusion of the Defaulting Party. If at the time of the final accounting, the Joint Venture has not made a profit, the Defaulting Party shall reimburse the Joint Venture for any additional cost arising out of or in connection with the default and shall contribute an amount equal to its Proportional Share of the Joint Venture losses, if any.
- 4.7. If the Managing Party is the Defaulting Party, then the other Parties or non-defaulting Parties shall determine which Party will become the Managing Party at the time the default occurs.

- 4.8. The Defaulting Party shall immediately turn over to the non-defaulting Party or non-defaulting Parties all plans, data, drawings, and other documents and information in its possession or control relating to the Project. The Defaulting Party may retain a copy of such information solely for the purpose of maintaining a file for preparing and defending legal claims and for no other use.

5. BANKING AND ACCOUNTING

- 5.1. All contributions of working capital made by the Parties hereto, and all other funds received by the Joint Venture in connection with the performance of the Contract, shall be deposited in such bank or banks as the Parties may designate in separate bank account(s) bearing the name of this Joint Venture. Withdrawals of such funds may be made in such form and by such persons as the Management Committee may from time to time direct and shall require authorization by a representative of each Party.
- 5.2. The Managing Party shall keep separate books of account of the transactions of the Joint Venture, which shall be kept under the accrual method and in accordance with U.S. generally accepted accounting principles. Such books of account and all records of the Joint Venture shall be available for inspection and audit by all Parties at any reasonable time. Periodic audits shall be made of such books of account at such times and by such persons as the Parties may direct, with a certified audit performed annually (unless otherwise agreed in writing by the Parties) and copies of the audit reports shall be furnished to each Party. Quarterly financial statements, weekly labor cost reports, monthly total job cost reports, quarterly job status reports, and monthly schedule updates, in substantially the format prepared by the Managing Party for its own projects, shall be prepared, with contract profit reported on a Percentage-of-Completion method. No less frequently than quarterly, forecasts of cash flow, final contract revenue, cost and profit and reports setting forth the status of change requests, shall be prepared and copies furnished to each Party. Upon completion of the Contract, a final audit shall be made and copies of such audit report shall be furnished. A separate Capital Account shall be maintained for each Party. The Capital Account shall be credited with such Party's initial capital contribution, additional capital contributions and by capital gain and income allocated to each Party under this paragraph and debited by losses allocated to each Party and any cash distributions to each Party pursuant to this paragraph.
- 5.3. The Managing Party shall be the Tax Matters Partner of the Joint Venture within the meaning of Section 6231(a)(7) of the Internal Revenue Code of 1986, as amended from time to time ("Code") and shall act in any similar capacity under the applicable state, local or foreign law. The Tax Matters Partner shall have the right and obligation to take all actions authorized and required, respectively, by the Code for the Tax Matters Partner. The Tax Matters Partner shall notify the Parties in writing of any material dispute with any tax authority that come to its attention in its capacity as Tax Matters Partner. The Tax Matters Partner may not compromise any material dispute with any tax authority without the approval of the Parties.

The Tax Matters Partner shall obtain tax identification numbers and registrations for the Joint Venture in all jurisdictions in which it is required. The Tax Matters Partner shall cause the preparation and timely filing of all tax returns required to be filed by the Joint

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Venture pursuant to the Code and all other tax returns and reports deemed necessary and required in each jurisdiction in which the Joint Venture may be required to file a return or report. The Tax Matters Partner shall provide a draft copy of all tax returns to the other members before filing the return in sufficient time to permit reasonable review and comments before the due date for the return.

All elections required or permitted to be made by the Joint Venture under the Code may be made by the Tax Matters Partner in accordance with any agreement among the Parties or in the absence of such agreement, in such manner as determined by the Tax Matters Partner and permitted by the provisions of the Code. The taxable year of the Joint Venture for federal income tax purposes shall be determined under Section 706 of the Code.

All income and loss shall be allocated to the Parties in accordance with their respective targeted Percentage of Participation, as set forth in paragraph 2.1 as may be amended in paragraphs 4.2, 4.3, 4.5, and 4.6. Income and loss mean an amount equal to the Joint Venture's taxable income or loss (including capital loss) for each taxable year, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss).

6. MISCELLANEOUS

- 6.1. The Management Committee may determine from time to time during the course of this Agreement that some of the assets held and acquired by the Joint Venture may be divided among or paid to the Parties in accordance with their Proportionate Shares subject to paragraph 4.2. Upon the completion of the Contract, including, any applicable warranty periods, the assets held and acquired by the Joint Venture shall be divided between the Parties and the profits or losses accrued in the performance of the Contract shall be divided between or paid by the Parties, as the case may be, in accordance with the terms of this Agreement, and this Agreement shall then terminate. Notwithstanding anything in this Agreement to the contrary, however, if claims of any nature or legal action of any type are brought against the Joint Venture or against any of the Parties at any time after the Joint Venture has been terminated and dissolved by any third party or parties not Signatory to this Agreement and such claims and/or legal action relate to or arise out of this Agreement, the performance of the Contract and/or the Work, this Agreement shall be considered to have remained in full force and effect and the rights and obligations of the Parties hereto with respect to such matters shall be determined by this Agreement, termination or the passage of time notwithstanding.
- 6.2. The interests and rights of each Party in this Joint Venture shall not be transferable or assignable, except that all Parties may assign their shares in any money to be received by it from the Joint Venture for the purpose of obtaining a loan or loans from any bank or other lending agency; provided, however, that any such assignee shall have only the rights of a transferee under Sections 16503(b)(1) and (b)(2) of the California Corporation Code and none other.

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- 6.3. The scope and limits of insurance which shall be obtained by the Managing Party or as designated by the Managing Party on behalf of the Joint Venture and, as appropriate, by the Parties, individually, shall be as mutually agreed by the Parties. Said insurance program shall not necessarily be limited by the minimum requirements set forth in the Contract and shall clearly define what liabilities, if any, are to be insured against by each Party. Such insurance shall, at a minimum, include professional liability coverage on a project specific basis.
- 6.4. This Agreement shall be construed and governed by the laws of the State of California.
- 6.5. **CONFIDENTIAL INFORMATION:** In connection with the preparation of the SOQ and the Proposal, it may be necessary to exchange, share or allow access to proprietary, technical, or business data or other confidential information of the disclosing Party. All shared information shall be considered confidential and proprietary ("Confidential Information"), except that Confidential Information shall not include information that is (a) generally known or available to the public, through no act or omission on the part of the receiving Party, (b) known to the receiving Party prior to disclosure under this Agreement, (c) provided to the receiving Party by a third party without any restriction on its right to disclose such information and without breach of any obligation of confidentiality to the disclosing Party, (d) required, in the opinion of the disclosing Party's counsel, to be disclosed by law, regulation, or a court order, provided that the Party claiming such legal compulsion provides timely notice of such requirement to the Party to which the information belongs, or (e) developed independently by the receiving Party.

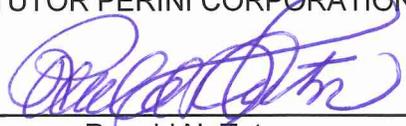
Following receipt of Confidential Information, the receiving Party shall not disclose or communicate such Confidential Information to any third party and shall reasonably protect the Confidential Information with not less than the same degree of care which the receiving Party uses with respect to its own Confidential Information. The receiving Party shall use a disclosing Party's Confidential Information only for limited purpose of the preparation of the SOQ and Proposal or the subsequent performance of the Contract, and shall restrict access to the other Party's Confidential Information to those of its employees having a "need-to-know" such information. Any Confidential Information shared may be disclosed to a third party not a member of the Joint Venture only if such disclosure is permitted herein and then only after the third party signs an agreement agreeing to the same non-disclosure and limited use obligations set forth in this Agreement.

- 6.6. This Agreement, when executed, shall replace any agreements, written or verbal, preceding the effective date of this Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Joint Venture Agreement to become effective the day, month and year first written above.

TUTOR PERINI CORPORATION



Printed Name: Ronald N. Tutor

Title: Chairman and
Chief Executive Officer

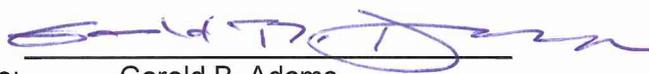
ZACHRY CONSTRUCTION CORPORATION



Printed Name: Jean Abiassi

Title: Executive Vice President and
Chief Operating Officer

PARSONS TRANSPORTATION GROUP INC.



Printed Name: Garold B. Adams

Title: Executive Vice President



Relevant Organizational Documents - Tutor Perini Corporation

**SECOND AMENDED AND RESTATED
BY-LAWS OF TUTOR PERINI CORPORATION
As amended through November 18, 2009**

SECTION 1. Articles of Organization

These Second Amended and Restated By-Laws (“By-Laws”) shall be subject to the provisions of the articles of organization of the corporation, as amended and in effect from time to time.

SECTION 2. Shareholders

2.1 Annual Meeting. The annual meeting of the shareholders shall be held within six (6) months after the end of the fiscal year of the corporation, at the hour, date and place which is fixed by the board of directors, the chairman of the board or the president.

2.2 Special Meeting in Place of Annual Meeting. If no annual meeting has been held in accordance with the foregoing provisions, a special meeting of the shareholders may be held in place thereof, and any action taken at such special meeting shall have the same force and effect as if taken at the annual meeting and in such case all references in these By-Laws to the annual meeting of the shareholders shall be deemed to refer to such special meeting. Any such special meeting shall be called as provided in Section 2.3.

2.3 Special Meetings. Special meetings of shareholders may be called by the chairman of the board, by the president or by the board of directors. Special meetings shall be called by the clerk, or in case of the death, absence, incapacity or refusal of the clerk, by any other officer, upon written application of one or more shareholders who hold at least forty percent (40%) in interest of the capital stock entitled to vote at such meeting.

2.4 Place of Meetings. Meetings of the shareholders may be held anywhere within the United States at such place as shall be fixed by the chairman of the board, the president or the directors. Any adjourned session of any meeting of the shareholders shall be held at the same city or town as the initial session, or within Massachusetts, in either case at the place designated in the vote of adjournment.

2.5 Notice of Meetings. A written notice of each meeting of shareholders, stating the place, date and hour and the purposes of the meeting, shall be given at least ten (10) but no more than sixty (60) days before the meeting to each shareholder entitled to vote thereat and to each shareholder who, by law, by the articles of organization or by these By-Laws, is entitled to notice, by leaving such notice with him or at his residence or usual place of business, or by mailing it, postage prepaid, and addressed to such shareholder at his address as it appears in the records of the corporation. Such notice shall be given by the clerk or an assistant clerk or by the secretary or an assistant secretary. No notice of any meeting of shareholders need be given to a

shareholder if a written waiver of notice, executed before or after the meeting by such shareholder or his attorney thereunto duly authorized, is filed with the records of the meeting.

2.6 Quorum of Shareholders. At any meeting of the shareholders, a quorum shall consist of a majority in interest of all stock issued and outstanding and entitled to vote at the meeting; except that if two (2) or more classes or series of stock are entitled to vote as separate classes or series, then in the case of each such class or series a quorum shall consist of a majority in interest of all stock of that class or series issued and outstanding; and except when a larger quorum is required by law, by the articles of organization or by these By-Laws. Stock owned directly or indirectly by the corporation, if any, shall not be deemed outstanding for this purpose. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

2.7 Action by Vote. When a quorum is present at any meeting, a plurality of the votes properly cast for election to any office shall elect to such office, and a majority of the votes properly cast upon any question other than an election to an office shall decide the question, except when a larger vote is required by law, by the articles of organization or by these By-Laws. No ballot shall be required for any election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

2.8 Voting. Except as otherwise provided in the articles of organization, shareholders entitled to vote shall have one (1) vote for each share of stock entitled to vote held by them of record according to the records of the corporation. The corporation shall not, directly or indirectly, vote any share of its own stock.

2.9 Matters to be considered at Annual Meeting. At an annual meeting of shareholders, only such business shall be conducted, and only such proposals shall be acted upon, as shall have been properly brought before the annual meeting (a) by, or at the direction of, a majority of the board of directors or (b) by any holder of record (both as of the time notice of such proposal is given by the shareholder as set forth below and as of the record date for the annual meeting in question) of any shares of the corporation's capital stock entitled to vote at such annual meeting who complies with the procedures set forth in this Section 2.9. For a proposal to be properly brought before an annual meeting by a shareholder, the shareholder must have given timely notice thereof in writing to the clerk of the corporation, and such shareholder or his representative must be present in person at the annual meeting. To be timely, a shareholder's notice must be delivered to, or mailed and received at, the principal executive offices of the corporation not less than seventy-five (75) days nor more than one hundred eighty (180) days prior to the anniversary of the annual meeting immediately preceding the annual meeting at which the proposal is proposed to be acted upon (the "Anniversary Date"); provided, however, that if the annual meeting in any year is scheduled to be held on a day which is more than seven (7) days earlier than the Anniversary Date, then notice by a shareholder to be timely must be so delivered or received not later than the close of business on (a) on the twentieth (20th) day following the earlier of (i) the day on which such notice of the date of the annual meeting is mailed or (ii) the day on which public disclosure of the date of the annual meeting is made, or (b) if such date of notice or public disclosure occurs more than seventy-five (75) days prior to the

scheduled date of such meeting, then the later of (i) the twentieth (20th) day following the first to occur of such notice or such public disclosure or (ii) the seventy-fifth (75th) day prior to such scheduled date of such meeting. A shareholder's notice to the clerk shall set forth as to each matter the shareholder proposes to bring before the annual meeting (a) a brief description of the proposal desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (b) the name and address, as they appear on the corporation's stock transfer books, of the shareholder proposing such business and of the beneficial owners (if any) of the stock registered in such shareholder's name and the name and address of other shareholders known by such shareholder to be supporting such proposal on the date of such shareholder's notice, (c) the class and number of shares of the corporation's capital stock which are beneficially owned by the shareholder and such beneficial owners (if any) on the date of such shareholder's notice and by any other shareholders known by such shareholder to be supporting such proposal on the date of such shareholder's notice, and (d) any financial interest of the shareholder in such proposal.

If the board of directors, or a designated committee thereof, determines that any shareholder proposal was not timely made in accordance with the terms of this Section 2.9, such proposal shall not be presented for action at the annual meeting in question. If the board of directors, or a designated committee thereof, determines that the information provided in a shareholder's notice does not satisfy the informational requirements of this section in any material respect, the clerk of the corporation shall promptly notify such shareholder of the deficiency in the notice. Such shareholder shall have an opportunity to cure the deficiency by providing additional information to the clerk within such period of time, not to exceed five (5) days from the date such deficiency notice is given to the shareholder, as the board of directors or such committee shall reasonably determine. If the deficiency is not cured within such period, or if the board of directors or such committee determines that the additional information provided by the shareholder, together with the information previously provided, does not satisfy the requirements of this Section 2.9 in any material respect, then such proposal shall not be presented for action at the annual meeting in question.

Notwithstanding the procedure set forth in the preceding paragraph, if neither the board of directors nor such committee makes a determination as to the validity of any shareholder proposal as set forth above, the presiding officer of the annual meeting shall determine and declare at the annual meeting whether the shareholder proposal was made in accordance with the terms of this Section 2.9. If the presiding officer determines that a shareholder proposal was made in accordance with the terms of this Section 2.9, he shall so declare at the annual meeting. If the presiding officer determines that a shareholder proposal was not made in accordance with the provisions of this Section 2.9, he shall so declare at the annual meeting and such proposal shall not be acted upon at the annual meeting.

This provision shall not prevent the consideration and approval or disapproval at the annual meeting of reports of officers, directors and committees of the board of directors, but in connection with such reports, no new business shall be acted upon at such annual meeting except in accordance with the provisions of this Section 2.9.

2.10 Action by Writing. Any action to be taken by shareholders may be taken without a meeting if all shareholders entitled to vote on the matter consent to the action by a writing filed with the records of the meetings of shareholders. Such consent shall be treated for all purposes as a vote at a meeting.

2.11 Proxies. Shareholders entitled to vote may vote either in person or by proxy. Any proxy must be in writing and must be filed with the clerk or other person responsible to record the proceedings of the meeting before being voted. No proxy dated more than six (6) months before the meeting named therein shall be valid. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at the meeting named therein and at any adjournment of such meeting, but no proxy shall be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two (2) or more persons shall be valid if executed by any one of them unless, at or prior to exercise of the proxy, the corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a shareholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

2.12 Postponement or Adjournment of Annual or Special Meeting. The board of directors acting by resolution may postpone and reschedule any previously scheduled annual or special meeting of shareholders. The presiding officer at all annual or special meetings of shareholders shall have the power, among other things, to adjourn such meeting at any time and from time to time, subject to Section 2.6. The order of business and all other matters of procedure at any meeting of the shareholders shall be determined by the presiding officer.

SECTION 3. Board of Directors

3.1 Election, Number and Qualification.

(a) During any time that the corporation is subject to Section 8.06 of Chapter 156D of the Massachusetts General Laws (“Section 8.06”), (i) the number of directors (which shall not be less than three (3) or less than the number of shareholders, if less than three (3)) shall be determined and increased or decreased from time to time only by vote of the board of directors and (ii) the directors, other than those who may be elected by the holders of any class or series of preferred stock, shall be classified with respect to the term for which they generally hold office, pursuant to the terms of Section 8.06.

(b) During any time that the corporation is not subject to Section 8.06, (i) the number of directors shall be determined and increased or decreased from time to time only by vote of the board of directors, except that the board of directors may be enlarged by the shareholders at any meeting, provided that the vacancies created by such an enlargement shall be filled in accordance with Section 6 and (ii) except as otherwise provided by law, by the articles of organization or by these By-Laws, directors shall hold office until the next annual meeting of shareholders and until their successors are chosen and qualified.

(c) No director need be a shareholder. No decrease in the number of directors shall shorten the term of any incumbent director.

3.2 Powers; Issuance of Stock. Except as reserved to the shareholders by law, by the articles of organization or by these By-Laws, the business of the corporation shall be managed by the directors, who shall have and may exercise all the powers of the corporation. In particular, and without limiting the generality of the foregoing, the board of directors shall have the authority to issue or reserve for issue from time to time the whole or any part of the capital stock of the corporation which may be authorized from time to time, to such persons or organizations, for such consideration, whether cash, property, services or expenses, and on such terms as the board of directors may determine, including without limitation the granting of options, warrants, or conversion or other rights to subscribe to said capital stock.

3.3 Committees. The directors may, by vote of a majority of the directors then in office, elect from their number an executive committee and other committees and may by vote delegate to any such committee or committees some or all of the powers of the directors except those which by law, by the articles of organization or by these By-Laws they are prohibited from delegating. Except as the directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the directors or such rules, its meetings shall be called, notice given or waived, its business conducted, or its action taken as nearly as may be the same manner as is provided by these By-Laws with respect to meetings or for the conduct of business or the taking of action by the directors. All members of such committees shall hold such offices at the pleasure of the board of directors. The board of directors may abolish any such committee at any time. Any committee to which the board of directors delegates any of its powers or duties shall keep records of its meetings and shall report its action to the board of directors. The board of directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

3.4 Meetings. Regular meetings of the directors, including the first meeting of the board following the annual meeting of the shareholders, may be held without call or notice at such places and at such times as the directors may from time to time determine, provided that notice of the first regular meeting following any such determination shall be given to absent directors. Special meetings of the directors may be held at any time and at any place designated in the call of the meeting when called by the chairman of the board, the vice chairman of the board, the president, the treasurer or by the directors, notice thereof being given to each director by the clerk or an assistant clerk or by the secretary or an assistant secretary or by the officer or the directors calling the meeting. Directors may participate in meetings of the board of directors by means of conference telephone or similar communications equipment by means of which all directors participating in the meeting can hear each other, and participation in a meeting in accordance herewith shall constitute presence in person at such meeting.

3.5 Notice. It shall be sufficient notice to a director to send notice by mail at least forty-eight (48) hours or by telegram at least twenty-four (24) hours before the meeting addressed to him at his usual or last known business or residence address or to give notice to him in person or by telephone at least twenty-four (24) hours before the meeting. Notice of a meeting need not be given to any director if a written waiver of notice, executed by him before or after the meeting, is

filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

3.6 Quorum. At any meeting of the directors a majority of the directors then in office shall constitute a quorum. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

3.7 Action by Vote. When a quorum is present at any meeting, a majority of the directors present may take any action except when a larger vote is required by law, by the articles of organization or by these By-Laws.

3.8 Action by Writing. Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if a written consent thereto is signed by all the directors and such written consent is filed with the records of the meetings of the directors. Such consent shall be treated for all purposes as a vote at a meeting.

3.9 Nomination of Directors. Nominations of candidates for election as directors of the corporation at any annual meeting of shareholders may be made (a) by, or at the direction of, a majority of the board of directors or (b) by any holder of record (both as of the time notice of such nomination is given by the shareholder as set forth below and as of the record date for the annual meeting in question) of any shares of the corporation's capital stock entitled to vote at such meeting who complies with the procedures set forth in this Section 3.9. Any shareholder who seeks to make such a nomination, or his representative, must be present in person at the annual meeting. Only persons nominated in accordance with the procedures set forth in this Section 3.9 shall be eligible for election as directors at an annual meeting of shareholders.

Nominations, other than those made by, or at the direction of, the board of directors, shall be made pursuant to timely notice in writing to the clerk of the corporation as set forth in this Section 3.9. To be timely, a shareholder's notice shall be delivered to, or mailed and received at, the principal executive offices of the corporation not less than seventy-five (75) days nor more than one hundred eighty (180) days prior to the Anniversary Date; provided, however, that if the annual meeting in any year is scheduled to be held on a day which is more than seven (7) days earlier than the Anniversary Date then notice by a shareholder to be timely must be so delivered or received not later than the close of business on (a) the twentieth (20th) day following the earlier of (i) the day on which such notice of the date of the annual meeting is mailed or (ii) the day on which public disclosure of the date of the annual meeting is made, or (b) if such date of notice or public disclosure occurs more than seventy-five (75) days prior to the scheduled date of such meeting, then the later of (i) the twentieth (20th) day following the first to occur of such notice or such public disclosure or (ii) the seventy-fifth (75th) day prior to such scheduled date of such meeting. Such shareholder's notice shall set forth (a) as to each person whom the shareholder proposes to nominate for election or re-election as a director (i) the name, age, business address and residence address of such person, (ii) the principal occupation or employment of such person for the past five years and (iii) the class and number of shares of the corporation's capital stock which are beneficially owned by such person on the date of such

shareholder notice and (b) as to the shareholder giving the notice (i) the name and address, as they appear on the corporation's stock transfer books, of such shareholder and of the beneficial owners (if any) of the stock registered in such shareholder's name and the name and address of other shareholders known by such shareholder to be supporting such nominees on the date of such shareholder's notice and (ii) the class and number of shares of the corporation's capital stock which are beneficially owned by such shareholder and such beneficial owners (if any) on the date of such shareholder notice and by any other shareholders known by such shareholder to be supporting such nominees on the date of such shareholder notice. At the request of the board of directors, any person nominated by, or at the direction of, the board of directors for election as a director at an annual meeting shall furnish to the clerk of the corporation that information required to be set forth in a shareholder's notice of nomination which pertains to the nominee.

No person shall be elected by the shareholders as a director of the corporation unless nominated in accordance with the procedures set forth in this Section 3.9. If the board of directors, or a designated committee thereof, determines that any shareholder nomination was not timely made in accordance with the terms of this Section such nomination shall not be considered at the annual meeting in question. If the board of directors, or a designated committee thereof, determines that the information provided in a shareholder's notice does not satisfy the informational requirements of this Section 3.9 in any material respect, the clerk of the corporation shall promptly notify such shareholder of the deficiency in the notice. Such shareholder shall have an opportunity to cure the deficiency by providing additional information to the clerk within such period of time, not to exceed five (5) days from the date such deficiency notice is given to the shareholder, as the board of directors or such committee shall determine. If the deficiency is not cured within such period, or if the board of directors or such committee reasonably determines that the additional information provided by the shareholder, together with the information previously provided, does not satisfy the requirements of this Section 3.9 in any material respect, such nomination shall not be considered at the annual meeting in question.

Notwithstanding the procedure set forth in the preceding paragraph, if neither the board of directors nor such committee makes a determination as to the validity of any nominations by a shareholder as set forth above, the presiding officer of the annual meeting shall determine and declare at the annual meeting whether a nomination was made in accordance with the terms of this Section 3.9. If the presiding officer determines that a nomination was made in accordance with the terms of this Section 3.9, he shall so declare at the annual meeting. If the presiding officer determines that a nomination was not made in accordance with the terms of this Section 3.9, he shall so declare at the annual meeting and such nomination shall be disregarded.

3.10 Lead Outside Director. The board of directors shall include a lead outside director. The lead outside director shall be an independent director and shall be elected by a majority of the independent directors. The lead outside director shall have such duties and powers as shall be determined from time to time by the board of directors.

SECTION 4. Officers and Agents

4.1 Enumeration and Qualification. The officers of the corporation shall be a chief executive officer, a chairman of the board, a president, a treasurer, a clerk, a secretary and such other officers, including a vice-chairman of the board and one or more vice-presidents, as the directors from time to time may in their discretion elect or appoint. The corporation may also have such agents as the directors from time to time may in their discretion appoint. The president, the chairman of the board and the vice-chairman of the board, if any, shall be elected from the board of directors, but need not be shareholders. No other officer need be a director or shareholder. The clerk shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any two (2) or more offices may be held in the same person. Any officer may be required by the directors to give bond for the faithful performance of his duties to the corporation in such amount and with such sureties as the directors may determine.

4.2 Powers. Subject to law, to the articles of organization and to the other provisions of these By-Laws, each officer shall have, in addition to the duties and powers herein set forth, such duties and powers as are commonly incident to his office and such duties and powers as the directors may from time to time designate.

4.3 Election. The chairman of the board, the president, the treasurer, the clerk and the secretary shall be elected annually by the directors at their first meeting following the annual meeting of the shareholders. All other officers shall be elected or appointed from time to time as the directors may in their discretion determine.

4.4 Tenure. Except as otherwise provided by law or by the articles of organization or by these By-Laws, the chairman of the board, the president, the treasurer and the clerk shall hold office until the first meeting of the directors following the next annual meeting of the shareholders and until their respective successors are chosen and qualified, and each other officer shall hold office until the first meeting of the directors following the next annual meeting of the shareholders unless a shorter period shall have been specified by the terms of his election or appointment, or in each case until he sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his authority at the pleasure of the directors.

4.5 Chairman of the Board, Vice-Chairman of the Board, Chief Executive Officer and President. The chairman of the board shall preside at all meetings of the shareholders and of the directors at which he is present. The vice-chairman of the board, if there is such a position, shall, in the absence of the chairman of the board, preside at all meetings of the shareholders and of the directors at which he is present. The chairman and vice-chairman shall each advise with and make his counsel available to the other officers of the corporation and each shall have such other duties and powers as shall be prescribed from time to time by the directors.

The chief executive officer shall, subject to the direction of the directors, have general charge of the property and business of the corporation and of all operations, shall employ and remove at pleasure and fix the duties and compensation of managers, agents, salesmen, clerks,

workmen and other subordinate employees of the corporation, and shall have such other duties and powers as shall be prescribed from time to time by the directors.

The president, subject to the direction of the directors and of the chairman of the board, shall direct and supervise the administration of the business and affairs of the corporation and shall have such other duties and powers as shall be prescribed from time to time by the directors.

4.6 Vice Presidents. The vice presidents shall have such duties and powers as shall be prescribed for them respectively from time to time by the directors or by the chief executive officer. The directors or the chief executive officer may from time to time designate one (1) or more vice presidents as executive vice president, financial vice president, administrative vice president, senior vice president, or otherwise, or may otherwise fix or indicate the order of their rank, and, in their or his discretion, may from time to time change or revoke any such designation. In the event of the death or disability of the president, the vice president designated by the directors or the chief executive officer, or in the absence of such designation, the vice presidents in the order of their rank, shall perform all the duties of the president, and when so acting shall have all the powers of the president.

4.7 Treasurer and Assistant Treasurers. The treasurer shall, subject to the direction and under the supervision of the board of directors, have general charge of the financial concerns of the corporation and of its funds and valuable papers, and shall have such other duties and powers as may be prescribed from time to time by the directors or the chief executive officer. The treasurer shall report to the directors but in the ordinary conduct of the company's business shall be under the supervision of the chief executive officer or such other officer as the directors from time to time may determine.

Any assistant treasurers shall have such duties and powers as shall be prescribed from time to time by the directors, the chief executive officer or the treasurer, and shall be responsible to and shall report to the treasurer.

4.8 Clerk and Assistant Clerk. The clerk shall keep a true record of all proceedings of the shareholders. If no secretary is elected, the clerk shall keep a true record of the proceedings of all meetings of the directors. In the absence of the clerk from any meeting of shareholders (or directors, if there is no secretary), an assistant clerk, or if there be none or he is absent, a temporary clerk chosen at the meeting, shall record the proceedings thereof. Unless a transfer agent has been appointed, the clerk shall keep or cause to be kept the transfer records of the corporation, which shall contain the names and record addresses of all shareholders and the amount of stock held by each. Any assistant clerk shall have such duties and powers as shall be prescribed from time to time by the directors.

4.9 Secretary and Assistant Secretaries. The secretary shall keep a true record of the proceedings of all meetings of the directors and in his absence from any such meeting an assistant secretary, or if there be none or he is absent, a temporary secretary chosen at the meeting, shall record the proceedings thereof.

Any assistant secretaries shall have such duties and powers as shall be prescribed from time to time by the directors, the chief executive officer or the secretary, and shall be responsible to and shall report to the secretary.

SECTION 5. Resignations and Removals

Any director or officer may resign at any time by delivering his resignation in writing to the president, the treasurer or the clerk or to a meeting of the directors. Such resignation shall be effective upon receipt unless specified to be effective at some other time. A director (including persons elected by directors to fill vacancies in the board) may be removed from office only (a) if Section 8.06 is then applicable to the corporation, for cause by the shareholders by the affirmative vote of a majority of the shares outstanding and entitled to vote in the election of directors or with or without cause by vote of a majority of the directors then in office or (b) if Section 8.06 is not then applicable to the corporation, with or without cause by vote of the holders of a majority of the voting power of the then outstanding shares of capital stock of the corporation entitled to vote generally in the election of directors, voting together as a single class, or for cause by vote of a majority of the directors then in office.

The directors may remove any officer elected by them with or without cause by the vote of a majority of the directors then in office. A director or officer may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him. No director or officer resigning and (except where a right to receive compensation shall be expressly provided in a duly authorized written agreement with the corporation) no director or officer removed, shall have any right to any compensation as such director or officer for any period following his resignation or removal, or any right to damages on account of such removal, whether his compensation be by the month or by the year or otherwise unless in the case of a resignation, the directors, or in the case of a removal, the body acting on the removal, shall in their or its discretion provide for compensation.

SECTION 6. Vacancies

Any vacancy in the board of directors, including a vacancy resulting from the enlargement of the board, may be filled (a) if Section 8.06 is then applicable to the corporation, only by the directors by vote of a majority of the directors then in office and (b) if Section 8.06 is not then applicable to the corporation, by the shareholders or, in the absence of shareholder action, by the directors by vote of a majority of the directors then in office. Each successor shall hold office for the unexpired term, and in the case of the president, the treasurer and the clerk, until his successor is chosen and qualified, or in each case until he sooner dies, resigns, is removed or becomes disqualified. The directors shall have and may exercise all their powers notwithstanding the existence of one or more vacancies in their number.

SECTION 7. Capital Stock

7.1 Number and Par Value. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue shall be stated in the articles of organization.

7.2 Fractional Shares. The corporation may issue fractional shares and may issue in lieu thereof scrip in registered or bearer form which shall entitle the holder to receive a certificate for a full share or an uncertificated share upon surrender of such scrip aggregating a full share. The terms and conditions and manner of issue of such scrip shall be fixed by the directors.

7.3 Stock Certificates. Each shareholder shall be entitled to a certificate stating the number and the class and the designation of the series, if any, of the shares held by him, in such form as shall be prescribed from time to time by the directors; provided, however, that pursuant to Section 7.4 of these By-Laws, the board of directors may provide that some or all of the shares of any or all of the corporation's classes or series shall be uncertificated shares, in which case the holders of such shares will not be entitled to certificates with respect to such shares, unless a holder requests a certificate with respect to such shares. If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the corporation and that it is organized under the laws of The Commonwealth of Massachusetts, (b) the name of the person to whom issued, and (c) the number and class of shares and the designation of the series, if any, the certificate represents, or any other items required by law. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the board of directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the corporation will furnish the shareholder this information on request in writing and without charge. Such certificate shall be signed by the president or a vice president and by the treasurer or an assistant treasurer, or any two officers designated by the board of directors. Such signatures may be facsimiles if the certificate is signed by a transfer agent or by a registrar, other than a director, officer or employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

7.4 Uncertificated Shares. The board of directors may authorize the issuance of some or all of the shares of any or all of the corporation's classes or series without certificates. The authorization shall not affect shares already represented by certificates until such certificates are surrendered to the corporation. Within a reasonable time after the issuance or transfer of shares without certificates, the corporation shall send the shareholder any written statement of information required by Chapter 156D of the General Laws of Massachusetts.

7.5 Loss of Certificates. In the case of the alleged loss or destruction or the mutilation of a certificate of stock, a duplicate certificate or uncertificated shares may be issued in place thereof, upon such terms as the directors may prescribe.

SECTION 8. Transfer of Shares of Stock

8.1 Transfer of Books. Subject to the restrictions, if any, stated or noted on the stock certificates or in the case of uncertificated shares, on any written statement of information pertaining to such shares required by Chapter 156D of the General Laws of Massachusetts, shares of stock may be transferred on the books of the corporation (a) in the case of shares represented by certificates, by the surrender to the corporation or its transfer agent of the certificates therefor properly endorsed or accompanied by a written assignment and power of attorney properly executed, with necessary transfer stamps affixed, and with such proof of the authenticity of signature as the directors or the transfer agent of the corporation may reasonably require, or (b) in the case of uncertificated shares, by delivery of duly executed instructions or in any other manner the corporation may specify.

8.2 Record Holder. Except as may be otherwise required by law, the articles of organization or by these By-Laws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to receive notice and to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-Laws.

It shall be the duty of each shareholder to notify the corporation of his post office address.

8.3 Record Date and Closing Transfer Books. The directors may fix in advance a time, not more than sixty (60) days before the date of any meeting of shareholders or the date for payment of any dividend or making of any distribution to shareholders or the last day on which the consent or dissent of shareholders may be effectively expressed for any purpose, as the record date for determining the shareholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent. In such case, only shareholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date. Without fixing such record date, the directors may for any of such purposes close the transfer books for all or any part of such period.

SECTION 9. Indemnification of Directors and Officers

9.1 General. Subject to the provision of this Section and any limitations imposed by law, the corporation shall indemnify its directors and officers against all expenses incurred by them in connection with any proceeding in which they are involved by reason of their serving in such capacities except that (a) no indemnification shall be provided for any director or officer with respect to any matter as to which he shall have been adjudicated not to have acted in good faith and in the reasonable belief that his action was in the best interests of the corporation, or with respect to a criminal matter, that he had reasonable cause to believe that his conduct was unlawful, and (b) no indemnification shall be provided for any director or officer with respect to

a proceeding by or in the right of the corporation in which he is adjudicated to be liable to the corporation. Such indemnification may be provided to an officer or director in connection with a proceeding in which it is alleged that he received an improper personal benefit by reason of his position, regardless of whether the claim involves his services in such capacity, subject to the foregoing limitation, unless it shall have been determined that an improper personal benefit was received by the director or officer. Except as provided in Section 9.2, indemnification under this Section 9 shall be authorized in each case as determined by the board of directors, which may act notwithstanding that one or more of its members are parties to the proceeding in question or otherwise have an interest in such indemnification.

9.2 Mandatory Indemnification. Notwithstanding any contrary provisions of this Section, if a director or officer of the corporation has been wholly successful on the merits in defense of any proceeding in which he was involved by reason of his position or as a result of his serving in such capacity (including the termination of investigative or other proceedings without a finding of fault on the part of the director or officer), he shall be indemnified by the corporation against all expenses incurred by him in connection therewith.

9.3 Definitions. For purposes of this Section 9:

(a) A “director” or “officer” means any person serving in an office filled by appointment or election by the directors or the shareholders and also includes (i) a director or officer of the corporation serving at the request of the corporation as a director, officer, employee, trustee, partner or other agent of another organization, (ii) any person who formerly served as a director or officer, and (iii) the heirs or personal representatives of such persons;

(b) “Expenses” means all expenses (including attorneys’ fees and disbursements) actually and reasonably incurred in defense of a proceeding or in successfully seeking indemnification under Section 9.2 hereof, and any judgments, awards, fines, penalties and reasonable amounts paid in settlement of a proceeding; and

(c) A “proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and any claim which could be the subject of a proceeding.

9.4 Advances. Except as limited by law, expenses incurred by a director or officer in defending any proceeding in which he is involved by reason of serving in such capacities may be paid by the corporation in advance of final disposition of the proceeding upon receipt of his written undertaking to repay such amount if it is ultimately determined that he is not eligible to be indemnified, which undertaking shall be an unlimited general obligation but need not be secured and may be accepted without regard to the financial ability of such persons to make repayment; provided, that no such advance payment shall be made if it is determined by the board of directors on the basis of the circumstances known at the time (without further investigation) that said director or officer will ultimately be ineligible to be indemnified under this Section 9.

9.5 Settlement Proceedings. If a proceeding is compromised or settled in a manner which imposes a liability or obligation upon a director or officer, (a) no indemnification shall be provided to him with respect to a proceeding by or in the right of the corporation unless the board of directors determines in its discretion that indemnification is appropriate under the circumstances, and (b) no indemnification shall be provided to him with respect to any other type of proceeding if it is determined by the board of directors that said director or officer is ineligible to be indemnified under this Section 9. The determination by the board of directors in each case shall be made on the basis of the circumstances known to it at that time without further investigation.

9.6 Insurance. The corporation shall have power to purchase and maintain insurance on behalf of any director, officer, employee or agent of the corporation against any liability or cost incurred by him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability or cost.

9.7 Employee Benefit Plans. If the corporation or any of its directors or officers sponsors, undertakes or incurs any responsibility as a fiduciary with respect to an employee benefit plan, then, for purposes of indemnification of such person under this Section (a) a “director” or “officer” shall be deemed to include any director or officer of the corporation who serves at its request in any capacity with respect to said plan, (b) such director or officer shall be deemed not to have failed to have acted in good faith and in the reasonable belief that his action was in the best interests of the corporation if he acted in good faith and in the reasonable belief that his action was in the best interest of the participants or beneficiaries of said plan, and (c) “expenses” shall be deemed to include any taxes or penalties assessed on such director or officer with respect to said plan under applicable law.

9.8 Other Provisions. The provisions of this Section 9 shall not be construed to limit the power of the corporation to indemnify its officers or directors to the full extent permitted by law and enter specific agreements or arrangements for this purpose. In addition, the corporation shall have power to indemnify any of its agents or employees who are not directors or officers on any terms consistent with law which it deems to be appropriate.

9.9 Amendment. The provisions of this Section 9 may be amended or repealed by the shareholders; however, no such amendment or repeal which adversely affects the rights of a director or officer under this Section 9 with respect to his acts or omissions at any time prior to such amendment or repeal, shall apply to him without consent.

SECTION 10. Corporate Records

10.1 Records to be Kept.

(a) The corporation shall keep as permanent records minutes of all meetings of its shareholders and board of directors, a record of all actions taken by the shareholders or board of directors without a meeting, and a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the corporation. The corporation shall

maintain appropriate accounting records. The corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(b) The corporation shall keep within the Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its transfer agent or of its secretary or assistant secretary or of its registered agent:

(i) its articles or restated articles of organization and all amendments to them currently in effect;

(ii) its by-laws or restated by-laws and all amendments to them currently in effect;

(iii) resolutions adopted by its board of directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;

(iv) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three (3) years;

(v) all written communications to shareholders generally within the past three (3) years, including the financial statements furnished under Section 16.20 of Chapter 156D of the Massachusetts General Laws for the past three (3) years;

(vi) a list of the names and business addresses of its current directors and officers; and

(vii) its most recent annual report delivered to the Secretary of the Commonwealth of Massachusetts.

10.2 Inspection of Records by Shareholders.

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 10.1(b), copies of any of the records of the corporation described in said Section if he or she gives the corporation written notice of his or her demand at least five (5) business days before the date on which he or she wishes to inspect and copy.

(b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the corporation, any of the following records of the corporation if the shareholder meets the requirements of subsection (c) of this Section 10.2 and gives the corporation written notice of his or her demand at least five (5) business days before the date on which he or she wishes to inspect and copy:

(i) excerpts from minutes reflecting action taken at any meeting of the board of directors, records of any action of a committee of the board of directors while acting in place of the board of directors on behalf of the corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or board of directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section 10.2;

(ii) accounting records of the corporation, but if the financial statements of the corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(iii) the record of shareholders described in Section 10.1(a).

(c) A shareholder may inspect and copy the records described in Section 10.2(b) only if:

(i) his or her demand is made in good faith and for a proper purpose;

(ii) he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;

(iii) the records are directly connected with his or her purpose; and

(iv) the corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the corporation in the conduct of its business.

(d) For purposes of this Section 10.2, "shareholder" includes a beneficial owner whose shares are held in a voting trust or by a nominee on his or her behalf.

10.3 Scope of Inspection Right.

(a) A shareholder's agent or attorney has the same inspection and copying rights as the shareholder represented.

(b) The corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 10.2 by furnishing to the shareholder copies by photocopy or other means chosen by the corporation including copies furnished through an electronic transmission.

(c) The corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.

(d) The corporation may comply, at its expense, with a shareholder's demand to inspect the record of shareholders under Section 10.2(b)(iii) by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

(e) The corporation may impose reasonable restrictions on the use or distribution of records by the demanding shareholder.

10.4 Inspection of Records by Directors. A director is entitled to inspect and copy the books, records and documents of the corporation at any reasonable time to the extent reasonably related to the performance of the director's duties as a director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the corporation.

SECTION 11. Miscellaneous

11.1 Corporate Seal. The seal of the corporation shall, subject to alteration by the directors, consist of a flat faced circular die with the words "Massachusetts" and "Corporate Seal", together with the name of the corporation and the year of its organization, cut or engraved thereon.

11.2 Execution of Papers. Except as the directors may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the corporation shall be signed by the chief executive officer.

11.3 Voting of Securities. Unless otherwise provided by the board of directors, the chairman of the board, president or treasurer each may waive notice of and act on behalf of this corporation, or appoint another person or persons to act as proxy or attorney-in-fact for this corporation with or without discretionary power and/or power of substitution, at any meeting of shareholders or stockholders of any other corporation or organization, any of whose securities are held by this corporation.

11.4 Fiscal Year. Except as from time to time provided by the board of directors, the fiscal year of the corporation shall end on the 31st day of December.

11.5 Control Share Acquisition. Until such time as this Section 11.5 shall be repealed or these By-Laws shall otherwise be amended to provide otherwise, in each case in accordance with Section 12 of these By-Laws, the provisions of Chapter 110D of the Massachusetts General Laws ("Chapter 110D") shall not apply to "control share acquisitions" of the corporation within the meaning of Chapter 110D.

SECTION 12. Amendments

These By-Laws may be altered, amended or repealed at any annual or special meeting of the shareholders called for the purpose by vote of the shareholders entitled to vote on the matter

of the proposed alteration, amendment or repeal, and the sections to be affected thereby. If authorized by the articles of organization, these By-Laws may also be altered, amended or repealed by vote of the majority of the directors then in office, except that the directors shall not amend the By-Laws in a manner which:

(a) Alters or abolishes any preferential right of stock of a series with shares already outstanding;

(b) Creates, alters or abolishes any right in respect of redemption of stock of a series with shares already outstanding;

(c) Creates or alters any restriction on transfer applicable to stock of a series with shares already outstanding;

(d) Excludes or limits the right of a shareholder of a series with shares already outstanding to vote on a matter;

(e) Alters the provisions for indemnification of directors or affects the powers of directors or officers to contract with the corporation.

Any by-law so altered, amended or repealed by the directors may be further altered or amended or reinstated by the shareholders in the above manner.

The Commonwealth of Massachusetts

Michael Joseph Connolly
Secretary of State
One Ashburton Place, Boston, Mass. 02108

Federal Identification [REDACTED]

RESTATED ARTICLES OF ORGANIZATION
General Laws, Chapter 156B, Section 74

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the restated articles of organization. The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114. Make check payable to the Commonwealth of Massachusetts.

We, David B. Perini, President and Patricia A. Kelly, Clerk of Perini Corporation located at 73 Mt. Wayte Avenue, Framingham, Massachusetts 01701 do hereby certify that the following restatement of the articles of organization of the corporation was duly adopted at a meeting held on December 9, 1987, by vote of the Board of Directors.

1. The name by which the corporation shall be known is:

See Article 1 of Exhibit A

2. The purposes for which the corporation is formed are as follows:

See Article 2 of Exhibit A

3. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue is as follows:

See Article 3 of Exhibit A

<u>CLASS OF STOCK</u>	<u>WITHOUT PAR VALUE</u>	<u>WITH PAR VALUE</u>	
	<u>NUMBER OF SHARES</u>	<u>NUMBER OF SHARES</u>	<u>PAR VALUE</u>
Preferred		1,000,000	\$1.00
Common		7,500,000	\$1.00

4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established.

See Article 4 of Exhibit A

5. The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock of any class are as follows:

See Article 5 of Exhibit A

6. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

See Article 6 of Exhibit A

EXHIBIT A

PERINI CORPORATION

RESTATED ARTICLES OF ORGANIZATION

1. The name by which the corporation shall be known is:

PERINI CORPORATION

2. The purposes for which the corporation is formed are as follows:

To carry on a general contracting and construction business; to carry on a general mining business; to carry on a general business with respect to oil, gas and other natural resources; to carry on a general real estate development and operations business; to carry on a general business of promoting, conducting or producing any one or more lawful athletic or amusement activities and exhibitions; to carry on a general business of manufacturing or otherwise producing, acquiring, preparing for market, buying and selling, dealing in and with and disposing of any and all kinds of construction, sporting and amusement equipment, materials and supplies and any and all products and by-products thereof, any and all ingredients, supplies and items in any stage of production, used or useful in combination with, in substitution for or otherwise in connection with or of which any one or more such products, by-products, ingredients, supplies or items form or are suitable to form, a component part and all related machinery, appliances, apparatus and tools; to acquire, hold, use and dispose of property of whatever kind and wherever situated, and rights and interests therein, including going enterprises and the acquisition of interests in and obligations of other

concerns (wherever and however organized) or of individuals, and while the owner thereof to exercise all the rights, powers and privileges of ownership in the same manner and to the same extent that an individual might; to discover, invent or acquire rights and interests in inventions, designs, patents, patent rights and licenses, trademarks, trade names, copyrights and trade secrets in any field, whether or not cognate to any other activity of the corporation and to hold, use, sell, license the use of or otherwise utilize, deal in or dispose of the same; to lend money, credit or security to, to guarantee or assume obligations of and to aid in any other manner other concerns (wherever and however organized) or individuals, any obligation of which or any interest in which is held by this corporation or in the affairs or prosperity of which this corporation has a lawful interest, and to do all acts and things designed to protect, improve or enhance the value of any such obligation or interest; to join with others in any enterprise conducive to the success of the corporation, in such manner and on such terms and conditions as may be agreed upon; and in general, whether as principal or as agent or contractor for others and in any manner, to do every act and thing and to carry on any and all businesses and activities in any way connected with any of the foregoing which may lawfully be done or carried on by business corporations wherever such one or more businesses or activities may be so done and to exercise all the powers conferred by the laws of The Commonwealth of Massachusetts upon business corporations, provided, however, that the corporation is not organized for any purpose which prevents the provisions of Chapter 156 B of the General Laws of said Commonwealth and acts in amendment thereof and in addition thereto, from being applicable to it.

3. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue is as follows:

<u>Class of Stock</u>	<u>Without Par Value</u>	<u>With Par Value</u>	
	<u>Number of Shares</u>	<u>Number of Shares</u>	<u>Par Value</u>
Common	None	7,500,000	\$1.00
Preferred	None	1,000,000	1.00
<u>Series of Preferred Stock</u>			
\$21.25 Convertible Exchangeable Preferred Stock	None	100,000	1.00

Two classes of stock are authorized, Common Stock having a par value of \$1.00 per share and Preferred Stock having a par value of \$1.00 per share. Stock of any class or series authorized pursuant hereto may be issued from time to time by authority of the Board of Directors for such consideration as from time to time may be fixed by vote of the Board of Directors.

I. The Preferred Stock may consist of one or more series. The Board of Directors may, from time to time, establish and designate the different series and the variations in the relative rights and preferences as between the different series as provided in Section II hereof, but in all other respects all shares of the Preferred Stock shall be identical. In the event that at any time the Board of Directors shall have established and designated one or more series of Preferred Stock consisting of a number of shares less than all of the authorized number of shares of Preferred Stock, the remaining authorized shares of Preferred Stock shall be deemed to be shares of an undesignated series of Preferred Stock until designated by the Board of Directors as being a part of a series previously established or a new series then being established by the Board of Directors.

II. Subject to the provisions of this Description of Classes of Stock, the Board of Directors is authorized to establish one or more series of Preferred Stock and, to the extent now or hereafter permitted by the laws of the Commonwealth of Massachusetts, to fix and determine the preferences, voting powers, qualifications and special or relative rights or privileges of each series including, but not limited to:

- (a) the number of shares to constitute such series and the distinctive designation thereof;
- (b) the dividend rate on the shares of such series and the preferences, if any, and the special and relative rights of such shares of such series as to dividend;
- (c) whether or not the shares of such series shall be redeemable, and, if redeemable, the price, terms and manner of redemption;
- (d) the preferences, if any, and the special and relative rights of the shares of such series upon liquidation of the corporation;
- (e) whether or not the shares of such series shall be subject to the operation of a sinking or purchase fund and, if so, the terms and provisions of such fund;
- (f) whether or not the shares of such series shall be convertible into shares of any other class or of any other series of the same or any other class of stock of the corporation and, if so, the conversion price or ratio and other conversion rights;
- (g) the conditions under which the shares of such series shall have separate voting rights or no voting rights; and
- (h) such other designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions of such series to the full extent now and hereafter permitted by the laws of the Commonwealth of Massachusetts.

Notwithstanding the fixing of the number of shares constituting a particular series, the Board of Directors may at any time authorize the issuance of additional shares of the same series.

III. Holders of Preferred Stock shall be entitled to receive, when and as delivered by the Board of Directors, but only out of funds legally available for the payment of dividends, cash dividends at the rates fixed by the Board of Directors for the respective series, payable on such dates in each year as the Board of Directors shall fix for the respective series as provided in Section II (hereinafter referred to as "dividend dates"). Until all accrued dividends on each series of Preferred Stock shall have been paid through the last preceding dividend date on each such series, no dividend or distribution shall be made to holders of Common Stock other than a dividend payable in Common Stock of the corporation. Dividends on shares of any cumulative series of Preferred Stock shall accumulate from and after the day on which such shares are issued, but arrearage in the payment thereof shall not bear interest. Nothing herein contained shall be deemed to limit the right of the corporation to purchase or otherwise acquire at any time any shares of its capital stock.

For purposes of this Description of Class of Stock, the amount of dividends "accrued" on any shares of any cumulative series of Preferred Stock as at any dividend date shall be deemed to be the amount of any unpaid dividends accumulated thereon to and including such dividend date, whether or not earned or declared. The amount of dividends "accrued" on any noncumulative series of Preferred Stock shall mean only those dividends declared by the Board of Directors, unless otherwise specified for such series by the Board of Directors pursuant to Section II.

IV. Upon the voluntary or involuntary liquidation of the corporation, before any payment or distribution of the assets of the corporation shall be made to or set apart for any other class of stock, the holders of Preferred Stock shall be entitled to payment of the amount of the preference payable upon such liquidation of the corporation fixed by the Board of Directors for the respective series as provided in Section II. If, upon any such liquidation, the assets of the corporation shall be insufficient to pay in full to the holders of the Preferred Stock the preferential amount aforesaid, then such assets, or the proceeds thereof, shall be distributed among the holders of each series of Preferred Stock ratably in accordance with the sums which would be payable on such distribution if all sums payable were discharged in full. The voluntary sale, conveyance, exchange or transfer of all or substantially all of the property and assets of the corporation, the merger or consolidation of the corporation into or with any other corporation, or the merger of any other corporation into it, shall not be deemed to be a liquidation of the corporation for the purpose of this Section IV.

V. Any shares of Preferred Stock which shall at any time have been redeemed or which shall at any time have been surrendered for conversion or exchange or for cancellation, pursuant to any sinking or purchase fund provisions with respect to any series of Preferred Stock, shall be retired and shall thereafter have the status of authorized and unissued shares of Preferred Stock undesignated as to series.

VI. The Common Stock shall have exclusive voting power except as required by law and except to the extent the Board of Directors shall, at the time any series of Preferred Stock is established, determine that the shares of such series shall vote (i) together as a single class with shares of Common Stock and/or with shares of Preferred Stock (or one or more other series thereof) on all or certain matters presented to the stockholders and/or upon the occurrence of any specified event or condition, and/or (ii) exclusively on certain matters or, upon the occurrence of any specified even or condition, on all or certain matters. The Board of Directors, in establishing a series of Preferred Stock and fixing the voting rights thereof, may determine that the voting power of each share of such series may be greater or less than the voting power of each share of the Common Stock or of other series of Preferred Stock notwithstanding that the shares of such series of Preferred Stock may vote as a single class with the shares of other series of Preferred Stock and/or with the shares of Common Stock.

4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established:

See Article 3 above.

5. The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock of any class are as follows:

None.

6. Other lawful provisions for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders are as follows:

6.1 The directors may make, amend or repeal the by-laws in whole or in part, except with respect to any provision thereof which by law or the by-laws requires action by the stockholders.

6.2 Meetings of the stockholders may be held anywhere in the United States.

6.3 Except as specifically authorized by statute, no stockholder shall have any right to examine any property or any books, accounts or other writings of the corporation if there is reasonable ground for belief that such examination will for any reason be adverse to the interests of the corporation, and a vote of the board of directors refusing permission to make such examination and setting forth that in the opinion of the board of directors such examination would be adverse to the interests of the corporation shall be prima facie evidence that such examination would be adverse to the interests of the corporation. Every such examination shall be subject to such reasonable regulations as the board of directors may establish in regard thereto.

6.4 The board of directors may specify the manner in which the accounts of the corporation shall be kept and may determine what constitutes net earnings, profits and surplus, what amounts, if any, shall be reserved for any corporate purpose, and what amounts, if any, shall be declared as dividends. Unless the board of directors otherwise specifies, the excess of the consideration of any share of its capital stock with par value issued by it over such par value shall be paid in surplus. All surplus shall be available for any corporate purpose, including the payment of dividends.

6.5 The corporation may purchase or otherwise acquire, hold, sell or otherwise dispose of shares of its own capital stock, and such purchase or holding shall not be deemed a reduction of its capital stock. The corporation may reduce its capital stock in any manner authorized by law. Such reduction may be effected by the cancellation and retirement of any shares of capital stock held by it. Upon any reduction of capital or capital stock, no stockholder shall have any right to demand any distribution from the corporation, except as and to the extent that the stockholders shall so have provided at the time of authorizing such reduction.

6.6 Each director and officer of the corporation shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account of the corporation, reports made to the corporation by any of its officers or employees or by counsel, accountants, appraisers or other experts or consultants selected with reasonable care by the directors, or upon other records of the corporation.

6.7 The directors shall have the power to fix from time to time their compensation.

6.8 The corporation may enter into contracts and otherwise transact business as vendor, purchaser or otherwise with its directors, officers and stockholders and with corporations, joint stock companies, trusts, firms and associations in which they are or may be or become interested as directors, officers, shareholders, members, trustees, beneficiaries or otherwise as freely as though such adverse interest did not exist even though the vote, action or presence of such director, officer or stockholder may be necessary to obligate the corporation upon such contract or transaction; and no such contract or transaction shall be avoided and no such director, officer or stockholder shall be held liable to account to the corporation or to any creditor or stockholder of the corporation for any profit or benefit realized by him through any such contract or transaction by reason of such adverse interest nor by reason of any fiduciary relationship of such director, officer or stockholder to the corporation arising out of such office or stock ownership; provided (in the case of directors and officers but not in the case of any stockholder who is not a director or officer of the corporation) the nature of the interest of such director or officer, though not necessarily the details or extent thereof, be known by or disclosed to the directors. Ownership of beneficial interest in a minority of the stock or securities of another corporation, joint stock company, trust, firm or association shall not be deemed to constitute an interest adverse to this corporation in such other corporation, joint stock company, trust, firm or association and need

not be disclosed. A general notice that a director or officer of the corporation is interested in any corporation, joint stock company, trust, firm or association shall be a sufficient disclosure as to such director or officer with respect to all contracts and transactions with that corporation, joint stock company, trust, firm, or association. In any event the authorizing or ratifying vote of a majority of the capital stock of the corporation outstanding and entitled to vote passed at a meeting duly called and held for the purposes shall validate any such contract or transaction as against all stockholders of the corporation, whether of record or not at the time of such vote, and as against all creditors and other claimants, under the corporation, and no contract or transaction shall be avoided by reason of any provision of this paragraph which would be valid but for these provisions.

6.9 The terms and conditions upon which a sale or exchange of all the property and assets, including the good will of the corporation, or any part thereof, is voted may include the payment therefor in whole or in part in shares, notes, bonds or other certificates of interest or indebtedness of any voluntary association, trust, joint stock company or corporation. Such vote or a subsequent vote may in the event of or in contemplation of proceedings for the dissolution of the corporation also provide, subject to the rights of creditors and preferred stockholders, for the distribution pro rata among the stockholders of the corporation, of the proceeds of any such sale or exchange, whether such proceeds be in cash or in securities as aforesaid (at values to be determined by the board of directors).

6.10 No director of this corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided, however, that this Article shall not eliminate or limit any liability of a director (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) under Sections 61 or 62 of the Massachusetts Business Corporation Law, or (iv) with respect to any transaction from which the director derived an improper personal benefit.

No amendment or repeal of this Article shall adversely affect the rights and protection afforded to a director of this corporation under this Article for acts or omissions occurring while this Article is in effect.

We further certify that the foregoing restated articles of organization effect no amendments to the articles of organization of the corporation as heretofore amended, except amendments to the following articles:

None

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names this 9th day of December in the year 1987.

/s/ David B. Perini, President

/s/ Patricia A. Kelly, Clerk

THE COMMONWEALTH OF MASSACHUSETTS

RESTATED ARTICLES OF ORGANIZATION
(General Laws, Chapter 156B, Section 74)

I hereby approve the within restated articles of organization and, the filing fee in the amount of \$150.00 having been paid, said articles are deemed to have been filed with me this 8th day of January, 1988.

/s/ Michael J. Connolly
MICHAEL JOSEPH CONNOLLY
Secretary of State

TO BE FILLED IN BY CORPORATION

Photocopy of Restated Articles of Organization to be sent to:

CT Corporation System
2 Oliver Street
Boston, Massachusetts 02109
Telephone: (617) 482-4420

The Commonwealth of Massachusetts

Michael Joseph Connolly
Secretary of State
One Ashburton Place, Boston, Mass. 02108

Federal Identification No. [REDACTED]

ARTICLES OF AMENDMENT
General Laws, Chapter 156B, Section 72

We, James M. Markert, Vice President and Robert E. Higgins, Clerk of Perini Corporation located at 73 Mt. Wayte Avenue, Framingham, Massachusetts 01701 do hereby certify that these ARTICLES OF AMENDMENT affecting Articles NUMBERED 3 of the Articles of Organization were duly adopted at a meeting held on May 19, 1994, by vote of 3,207,986 shares of Common Stock out of 4,330,807 shares outstanding being at least a majority of each type, class or series outstanding and entitled to vote thereon:

TO CHANGE the number of shares and the par value (if any) of any type, class or series of stock which the corporation is authorized to issue, fill in the following:

The total presently authorized is:

WITHOUT PAR VALUE STOCKS

WITH PAR VALUE STOCKS

<u>TYPE</u>	<u>NUMBER OF SHARES</u>	<u>TYPE</u>	<u>NUMBER OF SHARES</u>	<u>PAR VALUE</u>
Common:		Common	7,500,000	\$1.00
Preferred:		Preferred	1,000,000	\$1.00

CHANGE the total authorized to:

WITHOUT PAR VALUE STOCKS

WITH PAR VALUE STOCKS

<u>TYPE</u>	<u>NUMBER OF SHARES</u>	<u>TYPE</u>	<u>NUMBER OF SHARES</u>	<u>PAR VALUE</u>
Common		Common	15,000,000	\$1.00
Preferred		Preferred	1,000,000	\$1.00

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of The General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date.

EFFECTIVE DATE: _____

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereunto signed our names this 27th day of June in the year 1994.

/s/ James M. Markert, Vice President

/s/ Robert E. Higgins, Clerk

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT
General Laws, Chapter 156B, Section 72

I hereby approve the within articles of amendment and, the filing fee in the amount of \$7,500.00 having been paid, said articles are deemed to have been filed with me this 7th day of July, 1994.

/s/Michael Joseph Connolly
MICHAEL J. CONNOLLY
Secretary of State

TO BE FILLED IN BY CORPORATION

Photocopy of Articles of Amendment to be sent

To:

Matthew C. Lau, Esq.
Jacobs Persinger & Parker
77 Water Street, New York, NY 10005
Tel: (212) 344-1866

The Commonwealth of Massachusetts

Michael Joseph Connolly
Secretary of State
One Ashburton Place, Boston, Mass. 02108

Federal Identification No. XXXXXXXXXX

CERTIFICATE OF VOTE OF DIRECTORS ESTABLISHING
A SERIES OF A CLASS OF STOCK

(General Laws, Chapter 156B, Section 6A)

1. Exact name of corporation: Perini Corporation
2. Document to be corrected: Restated Articles of Organization
3. The above-mentioned document was filed with the Secretary of the Commonwealth on January 8, 1988.
4. Please state the inaccuracy or defect in said document:

Article 4 of Exhibit A to the Restated Articles of Organization omitted a description of a series of preferred stock (the "\$21.25 Convertible Exchangeable Preferred Stock"), which was established by a Certificate of Vote of Directors filed with the Secretary on June 19, 1987.

5. Please state corrected version of the document:

The corrected Article 4 of Exhibit A to the Restated Articles of Organization, including a description of the \$21.25 Convertible Exchangeable Preferred Stock, is attached hereto as Attachment A.

SIGNED UNDER THE PENALTIES OF PERJURY, this 8th day of August, 1996.

/s/ David B. Perini, President

/s/ Richard E. Burnham, Clerk

Attachment A to Certificate of Correction

4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established:

See Article 3 above; annexed to this Exhibit as Annex 4A is a description of the preferences, voting powers, qualifications, special or relative rights or privileges as to the \$21.25 Convertible Exchangeable Preferred Stock.

ANNEX 4A

(1) Designation. The series of the Preferred Stock created herein shall consist of One Hundred Thousand (100,000) shares and shall be designated the "\$21.25 Convertible Exchangeable Preferred Stock." Said series is hereinafter called the "Convertible Exchangeable Preferred Stock." The term "Preferred Stock" as used herein shall mean the Preferred Stock authorized by the Restated Articles of Organization, as amended, of the corporation and shall include the Convertible Exchangeable Preferred Stock.

(2) Dividends. The holders of the Convertible Exchangeable Preferred Stock shall be entitled to receive cash dividends when and as declared by the Board of Directors out of funds legally available for such purposes, at the annual rate of twenty-one and one quarter Dollars (\$21.25) per share, and no more, payable in quarterly installments on the 15th day of March, June, September and December of each year (unless any such day is a non-business day, in which event the next business day shall be the payment date) commencing on September 15, 1987. Dividends on the Convertible Exchangeable Preferred Stock shall begin to accrue and shall be cumulative from the date of original issue of such shares (the "Issue Date") and shall be payable to the holders of record on the record date fixed with respect to such payment. The date on which the corporation initially issues any share of Convertible Exchangeable Preferred Stock shall be its date of issue regardless of the number of times of transfer of such share is made on the stock records of the corporation and regardless of the number of certificates which may be issued to evidence such shares. Accumulations of dividends on the Convertible Exchangeable Preferred Stock shall not bear interest. If at any time the corporation pays less than the total amount of dividends then accrued upon the Convertible Exchangeable Preferred Stock and any other stock ranking on a parity as to dividends with the Convertible Exchangeable Preferred Stock, dividends declared upon shares of Convertible Exchangeable Preferred Stock and such other stock shall be declared pro rata so that in all cases the amount of dividends declared per share on the Convertible Exchangeable Preferred Stock and such other stock shall bear to each other the same ratio that accumulated dividends per share on the shares of Convertible Exchangeable Preferred Stock and such other stock bear to such other.

Dividends payable on September 15, 1987 and on the date on any redemption of the Convertible Exchangeable Preferred Stock not occurring on a regular dividend payment date, shall be calculated on the basis of the actual number of days elapsed (including the date of redemption) over a 360-day year.

Except as set forth above, in no event (so long as any Convertible Exchangeable Preferred Stock shall remain outstanding) shall any cash dividends whatsoever be declared or paid upon, nor shall any cash distribution be made upon, the Common Stock, or any other stock of the corporation ranking junior to or on a parity with the Convertible Exchangeable Preferred Stock as to dividends unless full cumulative dividends on all outstanding shares of Convertible Exchangeable Preferred Stock for all dividend payment periods terminating on or prior to the date of the payment of such dividends shall have been paid or declared and funds therefor set apart for such payment.

(3) Voting Rights. The holders of Convertible Exchangeable Preferred Stock shall not, by virtue of their ownership thereof, be entitled to vote upon any matter except as provided by this Clause (3) or as required by law. Whenever the holders of the Convertible Exchangeable Preferred Stock shall be entitled to exercise voting rights, each holder of record thereof shall have one vote for each share so held.

If the equivalent of six (6) quarterly dividends payable on the Convertible Exchangeable Preferred Stock is in arrears, the number of directors of the corporation will be increased by two (2) and the holders of outstanding Convertible Exchangeable Preferred Stock together with the holders of any outstanding series of Preferred Stock ranking on a parity with the Convertible Exchangeable Preferred Stock as to dividends or liquidation rights and as to which the equivalent of six (6) quarterly dividends is in arrears (but only if the holders of the shares of such other series would otherwise have a right to elect directors as a result of a dividend arrearage), voting as a single class without regard to series, will be entitled to elect the additional two directors at a special meeting called for that purpose as hereinafter provided, or at any annual meeting of stockholders. When such voting rights shall have vested in the holders of the Convertible Exchangeable Preferred Stock, a special meeting to elect such directors may be called by the Chief Executive Officer or Chairman of the Board of the corporation or by the holders of 25% or more of the shares of Preferred Stock of all series affected, in the manner provided in the corporation's By-laws, or by law if no such provision is in effect. Whenever all dividends in arrears have been paid or declared and funds therefor set apart for payment, the number of directors of the corporation shall be reduced by two (2) and such additional directors elected pursuant to this Clause (3) shall forthwith cease to be directors and the contingent voting rights provided herein for the election of two (2) directors shall cease, subject always to the same provisions for the vesting of such contingent voting rights of the holders of the Convertible Exchangeable Preferred Stock to elect two (2) directors in the case of future dividend defaults.

In addition, without the vote of the holders of at least two-thirds (2/3) of the number of shares of Convertible Exchangeable Preferred Stock then outstanding, voting together as a class with the holders of any other outstanding shares of Preferred Stock similarly affected, the corporation shall not (i) amend, alter or repeal any of the preferences or rights of the holders of the Convertible Exchangeable Preferred Stock so as to adversely affect such preferences and rights, or (ii) create any class of stock ranking prior to the Convertible Exchangeable Preferred Stock with respect to dividends or to the distribution of assets in liquidation. Notwithstanding the foregoing sentence, without the vote of a majority of the shares of the Convertible Exchangeable Preferred Stock then outstanding, voting as a class, the corporation shall not create any class of stock ranking on a parity with the Convertible Exchangeable Preferred Stock with respect to dividends or to the distribution of assets in liquidation.

(4)(A) Optional Redemption. The shares of Convertible Exchangeable Preferred Stock may be redeemed at the option of the corporation, as a whole or in part, at any time or from time to time, at the redemption prices referred to below, provided that the Convertible Exchangeable Preferred Stock may not be redeemable prior to June 15, 1990 unless the

Closing Price (as hereinafter defined) of the Common Stock shall have equaled or exceeded 150% of the conversion price for at least twenty (20) trading days within thirty (30) consecutive trading days ending not more than five (5) trading days prior to the date notice of redemption is given. For purposes of this Clause (4), "Closing Price" shall mean the closing price of the Common Stock on the principal national securities exchange on which such stock may be listed or, if such stock is not then so listed, the closing price of the Common Stock as shown by the National Association of Securities Dealers, Inc. National Market or, if no such closing price is available, the average of the representative last bid and asked prices of such Common Stock in the over-the-counter market, as shown by the National Association of Securities Dealers, Inc. Automated Quotation System Level I (or comparable system). The redemption price payable shall be the then applicable price per share specified below in effect on the date fixed for redemption plus dividends accrued and unpaid on the shares to be redeemed, whether or not declared:

<u>If redeemed during the 12-month period beginning June 15.</u>	<u>Redemption Price Per Share</u>	<u>If redeemed during the 12-month period beginning June 15.</u>	<u>Redemption Price Per Share</u>
1987	271.250	1992	260.625
1988	269.125	1993	258.500
1989	267.000	1994	256.375
1990	264.875	1995	254.250
1991	262.750	1996	252.125

and on or after June 15, 1997 at the redemption price of Two Hundred Fifty Dollars (\$250) per share, plus accrued and payable dividends to the date fixed for redemption. If full cumulative dividends on the Convertible Exchangeable Preferred Stock have not been paid in full, no shares of Convertible Exchangeable Preferred Stock may be redeemed and the corporation may not purchase or acquire any shares unless (i) the holders of two-thirds (2/3) of the shares of the Convertible Exchangeable Preferred Stock shall have consented thereto, or (ii) the corporation purchases or acquires any shares of the Convertible Exchangeable Preferred Stock pursuant to a purchase or exchange offer made on the same terms to all holders of the Convertible Exchangeable Preferred Stock.

There is no mandatory redemption or sinking fund obligation with respect to the Convertible Exchangeable Preferred Stock.

(B) Selection for Redemption. If less than all of the outstanding shares of the Convertible Exchangeable Preferred Stock are to be redeemed, the corporation will select the shares to be redeemed by lot, provided that only whole shares shall be selected for redemption.

(C) Redemption Procedure. Notices of any redemption shall be mailed (i) not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption to

the holders of shares of the Convertible Exchangeable Preferred Stock to be redeemed at their respective addresses as the same appear upon the books of the corporation; provided, however, that no defect in the mailing of such notice to a holder shall affect its sufficiency with respect to other holders. Payment of the redemption price of the shares redeemed shall be made at such place or places of redemption as shall be determined by the Board of Directors of the corporation and shall be specified in the notice of redemption and shall be made against the surrender for cancellation of the certificates for the shares redeemed. Any shares of Convertible Exchangeable Preferred Stock so noticed for redemption may be converted into shares of Common Stock, as hereinafter provided, at any time prior to the close of business on the date fixed for redemption.

If notice of redemption shall have been mailed as hereinbefore provided and if on or before the redemption date specified in such notice all funds necessary for such redemption shall have been set aside by their corporation so as to be available for the benefit of the holders of the shares so called for redemption, then from and after the date fixed for the redemption the shares of Convertible Exchangeable Preferred Stock so called for redemption, notwithstanding that any certificate therefor shall not have been surrendered or canceled, shall no longer be deemed outstanding, dividends thereon shall cease to accrue and all rights of the holders with respect to such shares (including, without limitation, the conversion rights provided for in Clause (6)) shall forthwith on the redemption date cease and terminate, except only the right of the holders thereof to receive upon surrender of certificates therefor the amount payable upon redemption thereof, but without interest. Any shares of Convertible Exchangeable Preferred Stock so noticed for redemption may be converted into shares of Common Stock, as hereinafter provided, at any time prior to the close of business on the date fixed for redemption.

(5)(A) Optional Exchange. In addition to the optional redemption rights of the corporation as set forth in Clause (4) above, at the option of the corporation the Convertible Exchangeable Preferred Stock shall be exchangeable in whole but not in part on any dividend payment date beginning June 15, 1989 for the corporation's 8½% Convertible Subordinated Debentures Due 2012 (the "Debentures") to be issued substantially in the form set forth in the form of an Indenture filed with the Securities and Exchange Commission as an Exhibit to the corporation's Registration Statement on Form S-2 relating to the Convertible Exchangeable Preferred Stock, Registration No. 33-14434 (the "Registration Statement"). No such exchange shall be made unless all dividends accrued and payable on the Convertible Exchangeable Preferred Stock to the date of the exchange have been paid or declared and sufficient amounts set aside for their payment. Upon election by the corporation to exchange the Convertible Exchangeable Preferred Stock, each share of Convertible Exchangeable Preferred Stock will be exchangeable for \$250 principal amount of Debentures.

(B) Notice of Exchange. Notice of any exchange of the Convertible Exchangeable Preferred Stock shall be mailed not less than thirty (30) and not more than sixty (60) days prior to the date fixed for such exchange to each holder of Convertible Exchangeable Preferred Stock, at such holder's address as it appears on the books of the corporation,

specifying the effective date of the exchange and the place where certificates for shares of the Convertible Exchangeable Preferred Stock are to be surrendered for Debentures and stating that dividends on shares of the Convertible Exchangeable Preferred Stock will cease to accrue on and after the date of exchange; provided, however, that no defect in the mailing of such notice shall affect the validity of the proceedings for the exchange of any shares of the Convertible Exchangeable Preferred Stock.

(C) Indenture; Opinion of Counsel. Prior to giving notice of intention to exchange pursuant to Clause (5)(B) above, the corporation and a bank or trust company selected by the corporation shall execute and deliver the Indenture substantially in the form filed as an Exhibit to the Registration Statement with such changes as may be required by law, stock exchange rule or usage or that do not adversely affect the interests of the holders of the Debentures. A copy of the Indenture may be inspected by the holders of any shares of Convertible Exchangeable Preferred Stock at the offices of the corporation during normal business hours. The corporation will not give notice of its intention to exchange pursuant to Clause (5)(B) above unless it shall file at the office or agency of the corporation maintained for the exchange of Convertible Exchangeable Preferred Stock an opinion of counsel (who may be an employee of the corporation) that the Indenture has been duly authorized, executed and delivered by the corporation, has been duly qualified under the Trust Indenture Act of 1939 (or that such qualification is not necessary) and constitutes a valid and binding instrument enforceable against the corporation in accordance with its terms (subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles, and subject to such other qualifications as are then contained in opinions of counsel experienced in such matters), and to the effect that the Debentures have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered in exchange for the shares of Convertible Exchangeable Preferred Stock, will constitute valid and binding obligations of the corporation entitled to the benefits of the Indenture (subject as aforesaid); and that the exchange of Debentures for the Convertible Exchangeable Preferred Stock will not violate the laws of the state of incorporation of the corporation; and that neither the execution and delivery of the Indenture or the Debentures nor compliance with the terms, conditions or provisions of such instruments will result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument, known to such counsel, to which the corporation or any of its subsidiaries is a party or by which it or any of them is bound, or any decree, judgment, order, rule or regulation, known to counsel, of any court or governmental agency or body having jurisdiction over the corporation and such subsidiaries or any of their properties; and that the Debentures have been duly registered for such exchange with the Securities and Exchange Commission under a registration statement that has become effective under the Securities Act of 1933 (the "Act") or that the exchange of the Debentures for the shares of Convertible Exchangeable Preferred Stock is exempt from registration under the Act.

(D) Exchange Procedure. If on the date fixed for exchange, the corporation has taken all action required to authorize the issuance of the Debentures in exchange for the

Convertible Exchangeable Preferred Stock then, notwithstanding that the certificates for such shares have not been surrendered for cancellation, from and after the date fixed for exchange the shares of Convertible Exchangeable Preferred Stock shall no longer be deemed outstanding, dividends thereon shall cease to accrue and all rights of the holders with respect to such shares (including, without limitation, the conversion rights provided for in Clause (6)) shall terminate, except only the rights to receive dividends accrued and unpaid as of the date of exchange and, upon surrender of certificates therefor, the right to receive the Debentures, and the person or persons entitled to receive the Debentures issuable upon exchange shall be treated for all purposes as the registered holder or holders of such Debentures. Upon due surrender of a certificate representing shares of Convertible Exchangeable Preferred Stock, the holder thereof shall receive the principal amount of Debentures to which such holder is thereby entitled. Any shares of Convertible Exchangeable Preferred Stock so noticed for exchange may be converted into shares of Common Stock, as hereinafter provided, at any time prior to the close of business on the date fixed for exchange.

(6) Conversion Rights.

(A) Conversion Provisions. At any time subsequent to the Issue Date, the holders of any one or more shares of the Convertible Exchangeable Preferred Stock may, at their option, convert such share or shares, on the terms and conditions set forth in this Clause (6), into fully paid and non-assessable shares of Common Stock except that, with respect to any shares of Convertible Exchangeable Preferred Stock called for redemption or exchange, the conversion right shall terminate at the close of business on the date of redemption or exchange, unless default is made in the payment of the redemption or exchange price. Each shares of the Convertible Exchangeable Preferred Stock shall be convertible into 6.62252 shares of Common Stock (equivalent to a conversion price of \$37.75 per share); provided; however, that the number of shares of Common Stock issuable on conversion of each share of the Convertible Exchangeable Preferred Stock (the "conversion rate") shall be subject to adjustments in accordance with the provisions hereinafter set forth in this Clause (6).

(B) Adjustment for Change in Capital Stock. If the corporation

(i) pays a dividend or makes a distribution on its Common Stock, in shares of its Common Stock;

(ii) subdivides its outstanding shares of Common Stock into a greater number of shares;

(iii) combines its outstanding shares of Common Stock into a smaller number of shares;

(iv) makes a distribution on its Common Stock in shares of its capital stock other than Common Stock; or

(v) issues by reclassification of its Common Stock any shares of its capital stock;

then the conversion privilege and the conversion price in effect immediately before such action shall be adjusted so that the holder of the Convertible Exchangeable Preferred Stock thereafter converted may receive the number of shares of capital stock of the corporation which he would have owned immediately following such action if he had converted the Convertible Exchangeable Preferred Stock immediately before the record date (or, if no record date, the effective date) for such action. The adjustment shall become effective immediately after the record date in the case of a dividend or distribution and immediately after the effective date in the case of a subdivision, combination or reclassification.

If after an adjustment a holder of the Convertible Exchangeable Preferred Stock upon conversion of it may receive shares of two or more classes of capital stock of the corporation, the corporation shall determine the allocation of the adjusted conversion price between the classes of capital stock. After such allocation, the conversion privilege and conversion price of each class of capital stock shall thereafter be subject to adjustment on terms comparable to those applicable to Common Stock contained in this Clause (6).

(C) Adjustment for Rights Issue. If the corporation distributes any rights or warrants to the holders of its Common Stock entitling them for a period expiring within sixty (60) days after the record date mentioned below to purchase shares of Common Stock at a price per share less than the current market price per share on that record date, the conversion price shall be adjusted in accordance with the formula:

$$C1 = C \times \frac{O + \frac{N \times P}{M}}{O + N}$$

where

- C1 = the adjusted conversion price.
- C = the current conversion price.
- O = the number of shares of Common Stock outstanding on the record date.
- N = the number of additional shares of Common Stock offered.
- P = the offering price per share of the additional shares.
- M = the current market price per share of Common Stock on the record date.

The adjustment shall become effective immediately after the record date for the determination of stockholders entitled to receive the rights or warrants. Such adjustment shall be made successively whenever such a record date is fixed; and in the event that such rights or warrants are not exercised prior to the expiration therefor, the conversion price shall again be

adjusted to be the conversion price which would then be in effect if such record date had not been fixed.

(D) Adjustment For Other Distributions. If the corporation distributes to the holders of its Common Stock any of its assets or debt securities or any rights or warrants to purchase securities of the corporation, the conversion price shall be adjusted in accordance with the formula:

$$C1 = C \times \frac{M - F}{M}$$

where

- C1 = the adjusted conversion price.
- C = the current conversion price.
- M = the current market price per share of Common Stock on the record date mentioned below.
- F = the fair market value on the record date of the assets, securities, rights or warrants applicable to one share of Common Stock.
The corporation shall determine the fair market value.

The adjustment shall become effective immediately after the record date for the determination of stockholders entitled to receive the distribution. Such adjustment shall be made successively whenever such a record date is fixed; and in the event that such distribution is not so made, the conversion price shall again be adjusted to the conversion price which would then be in effect if such record date had not been fixed.

This Sub-Clause (D) does not apply to cash dividends or cash distributions paid out of earnings or surplus as shown on the books of the corporation. Also, this Sub-Clause (D) does not apply to rights or warrants referred to in Sub-Clause (C) above.

(E) Adjustment for Reorganization. In case of any consolidation or merger of the corporation into another corporation, or in the case of any merger of another corporation into the corporation (other than a merger with a corporation in which merger the corporation is the continuing corporation and which does not result in any reclassification, conversion, exchange or cancellation of outstanding shares of Common Stock), or in case of any lease or transfer to another corporation of all or substantially all of the assets of the corporation, the holder of each share of the Convertible Exchangeable Preferred Stock then outstanding shall have the right thereafter, subject to the terms and conditions of this Clause (6), to convert such share into the kind and amount of shares of stock and other securities and property receivable upon such consolidation, merger, lease or transfer by a holder of the number of shares of Common Stock into which such share of Convertible Exchangeable Preferred Stock might have been converted immediately prior to such consolidation, merger, lease or transfer; and effective provision shall be made in the Articles of Organization or Charter of the resulting or surviving corporation or otherwise so that the provisions set forth

in this Clause (6) shall thereafter be applicable, as nearly as practicable, to any such other shares of stock and other securities and property deliverable upon conversion of the Convertible Exchangeable Preferred Stock remaining outstanding or other convertible exchangeable preferred stock received by the holders in place thereof; and any such resulting or surviving corporation shall expressly assume the obligation to deliver, upon the exercise of the conversion privilege, such shares, securities or property as the holders of the Convertible Exchangeable Preferred Stock remaining outstanding, or other convertible preferred stock received by the holders in place thereof, may be entitled to, and to make provision for the protection of the conversion right as herein provided (unless the corporation assumes such obligation). In case securities or property other than shares of Common Stock shall be issuable or deliverable upon conversion as aforesaid, then all reference in this Sub-Clause (E) shall be deemed to apply, so far as appropriate and as nearly as practicable, to such other securities or property. The provisions of this Sub-Clause (E) shall similarly apply to successive reorganizations, consolidations, mergers, leases or transfers.

(F) Current Market Price. For the purposes of any computation under this Clause (6), the current market price per share of Common Stock at any date shall be deemed to be the average of the daily closing prices for any thirty (30) consecutive business days selected by the corporation commencing not more than forty-five (45) business days before the date in question. The closing price for each day shall be the last reported sale of Common Stock on the principal national securities exchange on which the Common Stock may be listed or if such stock is not then so listed, the closing price of the Common Stock as shown by the National Association of Securities Dealers, Inc. National Market or, if no such closing price is available, at the average of the representative last bid and asked prices of such Common Stock in the over-the-counter market, as shown by the National Association of Securities Dealers, Inc. Automated Quotation System Level I (or comparable system) or in the absence of any of the foregoing, the fair market value as determined by the Board of Directors (whose determination shall be conclusive).

(G) Fractional Shares. No fractional shares of Common Stock shall be issued on any conversion, but in lieu thereof the corporation shall pay in cash an amount equal to the current market value of such fractional interest computed on the basis of the closing price as determined in accordance with the provision of Sub-Clause (F) above, on the last trading day prior to the date upon which conversion is deemed to have been effected. Any determination that the corporation or the Board of Directors makes regarding fractional shares is conclusive.

(H) When No Adjustment Required. No adjustment need be made for a transaction referred to in Sub-Clause (B), (C) or (D) above if the holders of the Convertible Exchangeable Preferred Stock are to participate in the transaction on a basis and with notice that the Board of Directors determines to be fair and appropriate in light of the basis and notice on which holders of Common Stock participate in the transaction.

Notwithstanding the provisions of Sub-Clauses (B), (C), (D) and (E) above, no adjustment of the conversion rate shall be required unless such adjustment would require an increase or decrease of at least 1% conversion rate, but in such case any adjustment that would otherwise be in the required then to be made shall be carried forward and shall be made at the time of and together with the next subsequent adjustment. All calculations under this Clause (6) shall be made and rounded to the nearest one-hundredth of a share or the nearest cent, as the case may be.

No payment or adjustment on account of dividends accumulated or in arrears upon shares of the Conversion Exchangeable Preferred Stock, any other series of Preferred Stock, or Common Stock, shall be made in connection with any conversion, except as may otherwise be provided at the discretion of the Board of Directors and except as provided hereinafter. Shares of Convertible Exchangeable Preferred Stock surrendered for conversion during the period between the date fixed as the record date for the payment of a dividend and the date fixed as the dividend payment date must be accompanied by payment to the corporation of an amount equal to the dividend payable on such shares on the dividend payment date, provided, however, that if the corporation fixes a date for redemption or for exchange of such shares of Convertible Exchangeable Preferred Stock which is after such record date for the payment of dividends and before such dividend payment date, then shares of Convertible Exchangeable Preferred Stock surrendered for conversion after such record date and before such dividend payment date need not be accompanied by payment to the corporation of an amount equal to the dividend on such shares payable on such dividend payment date.

No adjustment need be made for sales of Common Stock pursuant to a plan for reinvestment of dividends or interest and no adjustment need to be made for a change in the par value of the Common Stock.

No adjustment need be made in connection with the issuance of shares of Common Stock upon conversion of the Convertible Exchangeable Preferred Stock or the issuance of (including the issuance of awards, rights and options to purchase) shares of Common Stock to employees or other eligible persons of the corporation under plans duly adopted by the stockholders of the corporation.

The Board of Directors shall have the power to resolve any ambiguity or correct any error in this Clause (6) and its action in so doing, as evidenced by a Board resolution, shall be final and conclusive.

The certificate of any independent firm of public accountants of recognized standing selected by the Board of Directors shall be satisfactory evidence of the correctness of any computation made in this Clause (6).

(I) Notice of Adjustment. Whenever there is an adjustment requiring a change in the conversion rate, the corporation shall file with the transfer agent, or transfer agents, for the Convertible Exchangeable Preferred Stock, a statement signed by the Secretary

of the corporation, describing specifically the event giving rise to such adjustment and stating the adjustment which shall be made to the conversion rate. The statement so filed shall be open to inspection by any holder of record of shares of the Convertible Exchangeable Preferred Stock. The corporation shall at that time of filing any such statement mail notice to the same at their addresses appearing on the books of the corporation or supplied by them to the corporation for the purpose of notice. In addition, the corporation shall include a notice of the conversion rate with each dividend payment on the Convertible Exchangeable Preferred Stock or otherwise give notice thereof promptly after the due date for each such dividend, whenever there has been a change in the conversion rate since the last previous dividend due date.

(J) Conversion Procedure. Upon surrender to the corporation at the office of the transfer agent, or transfer agents, for the Convertible Exchangeable Preferred Stock, or at such other place or places, if any, as the Board of Directors of the corporation may determine, of certificates, duly endorsed to the corporation or in blank, for shares of Convertible Exchangeable Preferred Stock to be converted, together with appropriate evidence of the payment of any transfer or similar tax, if required, and instructions in writing to the corporation to convert such shares and specifying the name and address of the person, corporation, firm or other entity to whom such shares are to be issued, the corporation will issue (i) the number of full shares of Common Stock issuable on conversion thereof as of the time of such surrender and as promptly as practicable thereafter will deliver certificates for such shares of Common Stock, and (ii) cash for any remaining fraction of a share, as provided in Sub-Clause (G) above. The corporation shall pay any documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock upon conversion; provided, however, that the holder shall pay any such tax which is due because such shares are to be issued in a name other than that of such holder.

The corporation shall at all times after the Issue Date reserve for issuance upon conversion of the Convertible Exchangeable Preferred Stock a sufficient number of full shares of Common Stock for the conversion of each outstanding share of Convertible Exchangeable Preferred Stock at the current conversion rate.

(K) Notice of Certain Transactions. If

(i) the corporation takes any action that would require an adjustment in the conversion rate pursuant to Sub-Clauses (B), (C), (D) and (E) of this Clause (6); or

(ii) there is a voluntary or involuntary liquidation, dissolution or winding-up of the corporation;

the corporation shall provide notice in the manner set forth in Sub-Clause (I) of this Clause (6) of such action, stating therein the proposed date for a distribution or the effective date of a reclassification, consolidation, merger, lease, transfer, liquidation, dissolution or winding-up,

at least fifteen (15) days in advance of such date. Failure to mail the notice or any defect therein shall not affect the validity of the transaction.

(L) Reduction of Conversion Price Below Par Value of Common Stock. Before taking any action which would cause an adjustment reducing the conversion price below the then par value (if any) of the Common Stock deliverable upon conversion of the Convertible Exchangeable Preferred Stock, the corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the corporation may validly and legally issue fully paid and non-assessable shares of Common Stock at such adjusted conversion price.

(M) Decrease in Conversion Price. The corporation from time to time may decrease the conversion price by any amount for any period of time if the period is at least 20 days and if the decrease is irrevocable during the period. Whenever the conversion price is decreased, the corporation shall give notice of the decrease at least 15 days prior to the date the decreased conversion price takes effect, in the manner set forth in Sub-Clause (I) above, which notice shall state the decreased conversion price and the period it will be in effect. A decrease in the conversion price pursuant to this Sub-Clause (M) shall not otherwise change or adjust the conversion price otherwise in effect for purposes of this Clause (6).

(7) Liquidation Rights. In the event of any liquidation, dissolution or winding up of the corporation, the holders of the shares of the Convertible Exchangeable Preferred Stock shall be entitled to receive out of the assets of the corporation available for distribution to stockholders, before any distribution of assets is made to holders of Common Stock or any other stock of the corporation ranking junior to the Convertible Exchangeable Preferred Stock as to liquidation, distributions in an amount equal to the then applicable redemption price, as set forth in Clause (4) hereof, in the case of a voluntary liquidation, dissolution or winding up, or in the case of an involuntary liquidation, dissolution or winding up an amount equal to Two Hundred Fifty Dollars (\$250) per share, plus in either case, an amount equal to the accumulated and unpaid dividends thereon.

If upon voluntary or involuntary liquidation, dissolution or winding up of the corporation, the amounts payable with respect to the Convertible Exchangeable Preferred Stock and any other shares of stock of the corporation ranking as to any such distribution on a parity with the Convertible Exchangeable Preferred Stock are not paid in full, the holders of the Convertible Exchangeable Preferred Stock and of such other shares shall share ratably in any such distribution of assets of the corporation in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of liquidating distribution to which they are entitled, the holders of shares of Convertible Exchangeable Preferred Stock shall not be entitled to any further participation in any distribution of assets by the corporation.

Neither the consolidation of nor merging of the corporation with or into any other corporation nor corporations, nor the lease or transfer of all or substantially all of the assets of

the corporation shall be deemed to be a liquidation, dissolution or a winding up of the corporation within the meaning of any of the provisions of this Clause (7).

(8) Status of Shares Redeemed, Exchanged or Converted. All shares of Convertible Exchangeable Preferred Stock redeemed, exchanged or converted pursuant to Clause (4), (5) or (6) hereof and all shares of the Convertible Exchangeable Preferred Stock otherwise reacquired by the corporation and subsequently canceled shall be restored to the status of authorized and unissued Preferred Stock undesignated as to series subject to reissuance by the Board of Directors.

(9) Subdivision of Shares. The Board of Directors may at any time subdivide the shares of Convertible Exchangeable Preferred Stock as of an effective date fixed by the Board of Directors. Except as otherwise provided by law, notice of the proposed subdivision and the effective date shall be mailed to each holder of record of Convertible Exchangeable Preferred Stock not less than fifteen (15) days before the effective date. The dividend rate, conversion rate and liquidation rights in effect immediately prior to the close of business on the effective date of such subdivision shall be proportionately reduced as of the close of business on the effective date of such division.

(10) "Common Stock" Defined. Whenever reference is herein made to "Common Stock," "Common Stock" shall mean any stock of any class of the corporation which has no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the corporation and which is not subject to redemption by the corporation. However, Common Stock issuable upon conversion of the Convertible Exchangeable Preferred Stock shall include only shares of the class designated as Common Stock as of the original date of issuance of shares of the Convertible Exchangeable Preferred Stock, or shares of the corporation of any class or classes resulting from any reclassification or reclassifications thereof and which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the corporation and which are not subject to redemption by the corporation; provided that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from such reclassifications bears to the total number of shares of all classes resulting from all such reclassifications.

(11) No Preemptive Rights. The holders of the Convertible Exchangeable Preferred Stock shall not have any preemptive rights.

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL JOSEPH CONNOLLY, Secretary
One Ashburton Place, Boston, Massachusetts 02108-1512

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

024

ARTICLES OF AMENDMENT (General Laws, Chapter 156B, Section 72)

By _____

Name Approved

We, Robert Band, *President / ~~XXXXX~~

and Dennis M. Ryan, *Clerk / ~~XXXXXXXXXX~~

of Perini Corporation
(Exact name of corporation)

located at 73 Mt. Wayte Avenue Framingham, MA 01701
(Street address of corporation in Massachusetts)

certify that these Articles of Amendment affecting articles numbered:

3

(Number those articles 1, 2, 3, 4, 5 and/or 6 being amended)

of the Articles of Organization were duly adopted at a meeting held on March 29, ~~X9~~ 2000 by vote of:

3,644,105 shares of Common of 5,682,287 shares outstanding,
(type, class & series, if any)

200,184 shares of Series B Preferred of 200,184 shares outstanding, and
(type, class & series, if any)

_____ shares of _____ of _____ shares outstanding,
(type, class & series, if any)

- C
- P
- M
- R.A.

¹being at least a majority of each type, class or series outstanding and entitled to vote thereon; / ~~or ²being at least a majority of each type, class or series outstanding and entitled to vote thereon and of each type, class or series of stock whose rights are adversely affected thereby.~~

*Delete the inapplicable words. **Delete the inapplicable clause.

¹ For amendments adopted pursuant to Chapter 156B, Section 70.

² For amendments adopted pursuant to Chapter 156B, Section 71.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

P.C.

To *change* the number of shares and the par value (if any) of any type, class or series of stock which the corporation is authorized to issue, fill in the following:

the total *presently* authorized is:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:	15,000,000	1.00
Preferred:		Preferred:	1,000,000	1.00

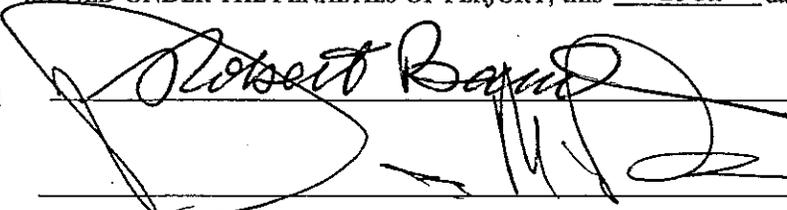
Change the total authorized to:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:	40,000,000	1.00
Preferred:		Preferred:	1,000,000	1.00

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 156B, Section 6 unless these articles specify, in accordance with the vote adopting the amendment, a *later* effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

Later effective date: _____.

SIGNED UNDER THE PENALTIES OF PERJURY, this 29th day of March, ~~XX~~ 2000.


_____, *President / *Vice President,
_____, *Clerk / *Assistant Clerk.

*Delete the inapplicable words.

05392

630541

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT
(General Laws, Chapter 156B, Section 72)

I hereby approve the within Articles of Amendment and, the filing fee in the amount of \$ 25000.00 having been paid, said articles are deemed to have been filed with me this 29th day of MARCH 19 2000.

Effective date: _____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

SECRETARY OF THE COMMONWEALTH
001 MAR 29 PM 12:13

TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

Rajeev Balakrishna, Esq.

Goodwin, Procter & Hoar, LLP Exchange Place

Boston, MA 02109

Federal Identification No. [REDACTED]

ARTICLES OF AMENDMENT
General Laws, Chapter 156B, Section 72

We, James M. Markert, Vice President and Robert E. Higgins, Clerk of Perini Corporation located at 73 Mt. Wayte Avenue, Framingham, Massachusetts 01701 do hereby certify that these ARTICLES OF AMENDMENT affecting Articles NUMBERED 3 of the Articles of Organization were duly adopted at a meeting held on May 19, 1994, by vote of 3,207,986 shares of Common Stock out of 4,330,807 shares outstanding being at least a majority of each type, class or series outstanding and entitled to vote thereon:

TO CHANGE the number of shares and the par value (if any) of any type, class or series of stock which the corporation is authorized to issue, fill in the following:

The total presently authorized is:

WITHOUT PAR VALUE STOCKS

WITH PAR VALUE STOCKS

<u>TYPE</u>	<u>NUMBER OF SHARES</u>	<u>TYPE</u>	<u>NUMBER OF SHARES</u>	<u>PAR VALUE</u>
Common:		Common	7,500,000	\$1.00
Preferred:		Preferred	1,000,000	\$1.00

CHANGE the total authorized to:

WITHOUT PAR VALUE STOCKS

WITH PAR VALUE STOCKS

<u>TYPE</u>	<u>NUMBER OF SHARES</u>	<u>TYPE</u>	<u>NUMBER OF SHARES</u>	<u>PAR VALUE</u>
Common		Common	15,000,000	\$1.00
Preferred		Preferred	1,000,000	\$1.00

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of The General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date.
EFFECTIVE DATE: _____

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereunto signed our names this 27th day of June in the year 1994.

/s/ James M. Markert, Vice President

/s/ Robert E. Higgins, Clerk

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT
General Laws, Chapter 156B, Section 72

I hereby approve the within articles of amendment and, the filing fee in the amount of \$7,500.00 having been paid, said articles are deemed to have been filed with me this 7th day of July, 1994.

/s/Michael Joseph Connolly
MICHAEL J. CONNOLLY
Secretary of State

TO BE FILLED IN BY CORPORATION

Photocopy of Articles of Amendment to be sent

To:

Matthew C. Lau, Esq.
Jacobs Persinger & Parker
77 Water Street, New York, NY 10005
Tel: (212) 344-1866

The Commonwealth of Massachusetts

Michael Joseph Connolly
Secretary of State
One Ashburton Place, Boston, Mass. 02108

Federal Identification No. XXXXXXXXXX

CERTIFICATE OF VOTE OF DIRECTORS ESTABLISHING
A SERIES OF A CLASS OF STOCK

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Amendment
(General Laws, Chapter 156D, Section 10.06; 950 CMR 113.34)

We, Robert Band, President and Chief Operating Officer, and Susan Mellace, Clerk of Perini Corporation (the "*Company*"), located at the registered office address at 73 Mt. Wayte Avenue, Framingham, Massachusetts 01701, certify that these Articles of Amendment effecting article numbered 3 of the Restated Articles of Organization of the Company, as amended (the "*Articles of Organization*"), were duly adopted by the board of directors at a meeting on April 2, 2008 and were approved at a meeting of shareholders held on September 5, 2008 by vote of 19,243,995 shares of common stock voting in favor thereof out of 27,328,927 shares outstanding, being at least a majority of each type, class or series outstanding and entitled to vote thereon and that such approval by the shareholders of the Company constitutes approval of these Articles of Amendment in the manner required by Chapter 156D and by the Articles of Organization of the Company.

To change the number of shares and par value (if any) of any type, class or series of stock which the corporation is authorized to issue, fill in the following:

The total presently authorized is:

Without Par Value		
<u>Type</u>	<u>Number of Shares</u>	<u>Par Value</u>
Common:	None	
Preferred:	None	
With Par Value		
<u>Type</u>	<u>Number of Shares</u>	<u>Par Value</u>
Common:	40,000,000	\$1.00
Preferred:	1,000,000	\$1.00

Change the total authorized to:

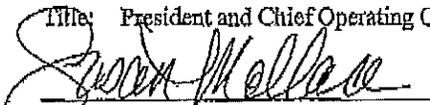
Without Par Value		
<u>Type</u>	<u>Number of Shares</u>	<u>Par Value</u>
Common:	None	
Preferred:	None	

	With Par Value	
<u>Type</u>	<u>Number of Shares</u>	<u>Par Value</u>
Common:	75,000,000	\$1.00
Preferred:	1,000,000	\$1.00

The amendment shall be effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date and time of filing is specified: _____

Signed under the penalties of perjury, this 5th day of September, 2008.

By: 
Name: Robert Band
Title: President and Chief Operating Officer

By: 
Name: Susan Mellace
Title: Clerk

THE COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Amendment
(General Laws, Chapter 156D, Section 10.06; 950 CMR 113.34)

I hereby certify that upon examination of these articles of amendment, it appears that the provisions of the General Laws relative thereto have been complied with, and the filing fee in the amount of \$_____ having been paid, said articles are deemed to have been filed with me this ____ day of _____, 2008, at _____ a.m./p.m.

Effective date: _____

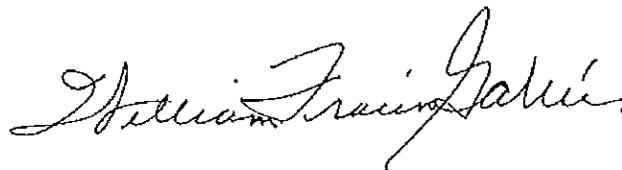
William Francis Galvin
Secretary of the Commonwealth

Filed By: Kirkland & Ellis LLP
655 Fifteenth Street, N.W.
Washington, DC 20005
202-879-5934
jcogrove@kirkland.com

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:
September 05, 2008 2:26 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**D
PC**

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED **Articles of Amendment** FORM MUST BE TYPED
(General Laws Chapter 156D, Section 10.06; 950 CMR 113.34)

(1) Exact name of corporation: PERINI CORPORATION

(2) Registered office address: 73 Mt. Wayte Avenue, Framingham, Massachusetts 01701
(number, street, city or town, state, zip code)

(3) These articles of amendment affect article(s): 1
(specify the number(s) of article(s) being amended (I-VI))

(4) Date adopted: May 28, 2009
(month, day, year)

(5) Approved by:

(check appropriate box)

- the incorporators.
- the board of directors without shareholder approval and shareholder approval was not required.
- the board of directors and the shareholders in the manner required by law and the articles of organization.

(6) State the article number and the text of the amendment. Unless contained in the text of the amendment, state the provisions for implementing the exchange, reclassification or cancellation of issued shares.

Article 1. The name by which the corporation shall be known is: Tutor Perini Corporation

To change the number of shares and the par value, * If any, of any type, or to designate a class or series, of stock, or change a designation of class or series of stock, which the corporation is authorized to issue, complete the following:

Total authorized prior to amendment:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE

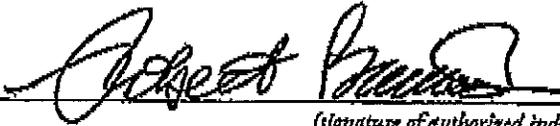
Total authorized after amendment:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE

(7) The amendment shall be effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date and time of filing is specified: _____

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

Signed by:



(signature of authorized individual)

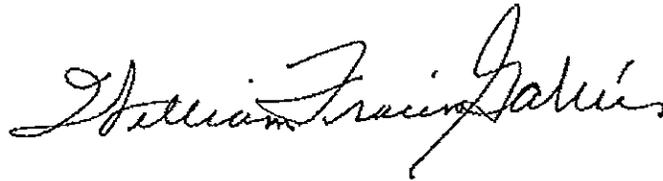
- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

May 28, 2009 3:27 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Relevant Organizational Documents - Zachry Construction Corporation

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 "ZCC CORPORATION", FILED IN THIS OFFICE ON THE THIRD DAY OF MAY, A.D. 2007, AT 5:46 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4346319 8100

070518279



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5649121

DATE: 05-04-07

CERTIFICATE OF INCORPORATION

OF

ZCC CORPORATION

1. The name of the corporation is:
ZCC CORPORATION

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is: The Corporation Trust Company.

3. 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 Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is: Ten Thousand and NO/100 (10,000) and the par value of each of such shares is: ONE Dollars (\$1.00) amounting in the aggregate to Ten Thousand Dollars (\$10,000).

5. The name and mailing address of each incorporator is as follow:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Murray L. Johnston, Jr.	P.O. Box 240130 San Antonio, TX 78224-0130

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 3rd day of May, 2007.


Murray L. Johnston, Jr.

ATTACHMENT 2

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ZCC CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTH DAY OF DECEMBER, A.D. 2007.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ZCC CORPORATION" WAS INCORPORATED ON THE THIRD DAY OF MAY, A.D. 2007.



4346319 8300

071295008

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6218171

DATE: 12-07-07

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 "ZCC CORPORATION", CHANGING ITS NAME FROM "ZCC CORPORATION" TO "ZACHRY CONSTRUCTION CORPORATION", FILED IN THIS OFFICE ON THE SEVENTH DAY OF DECEMBER, A.D. 2007, AT 10:27 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 JANUARY, A.D. 2008, AT 12:01 O'CLOCK A.M.

4346319 8100

071295478

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6218789

DATE: 12-07-07

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

ZCC Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of ZCC Corporation, be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

"1. The Name of the corporation is
Zachry Construction Corporation"

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

FOURTH: That this Certificate of Amendment of the Certificate of Incorporation shall be effective on January 1, 2008 at 12:02 A.M.

IN WITNESS WHEREOF, said ZCC Corporation has caused this certificate to be signed by Timothy A. Watt, its Senior Vice President & Secretary, this 7th day of December, 2007.

ZCC Corporation

By 
Timothy A. Watt
Senior Vice President & Secretary

ATTACHMENT 3

BY-LAWS
OF
ZACHRY CONSTRUCTION CORPORATION
a Delaware Corporation

ARTICLE I

Meetings of Shareholders

1. **Place.** All meetings of shareholders shall be held at the office of the Corporation in the City of San Antonio or elsewhere in the State of Texas as may be determined.
2. **Time of Annual Meeting.** The annual meeting of the shareholders for the election of Directors and the transaction of other business shall be held on the third Tuesday in November of each year at 11:00 a.m. If this date shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day. If such date and time be not convenient, then the meeting shall be held on such date as may be designated by the Chairman of the Board. At each annual meeting, the shareholders entitled to vote shall, by plurality ballot vote, elect a Board of Directors, and they may transact such other corporate business as may properly be brought before the meeting.
3. **Special Meetings.** Special meetings of the shareholders may be called by the President, Board of Directors, or by the holders of not less than one-tenth of all the shares entitled to vote at the meeting so called. No question may be voted upon at a special meeting of the shareholders unless the notice of such meeting states that one of the purposes of such meeting will be to act upon such question or such meeting is attended by all of the shareholders entitled to vote upon such question and all of the shareholders vote that such question may be then voted upon at such meeting.
4. **Notice of the Meetings.** Written or printed notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered at least thirty (30) days before the meeting in the case of an annual meeting and five (5) days before the meeting in the case of a special meeting, either personally or by mail, by or at the direction of the President, the Secretary or the officer or person or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

5. Fixing Record Date for Determination of Shareholders Entitled to Notice of and to Vote at Shareholders' Meetings.

(a) For the purpose of determining shareholders entitled to notice of any meeting of shareholders or any adjournment thereof, the Board of Directors may, by resolution, provide that the stock transfer books shall be closed for a period, to be stated in such resolution, not to exceed fifty days.

(b) If the Board of Directors does not provide for the closing of the stock transfer books relative to a particular meeting, then and in such event, the record time and date for the determination of shareholders entitled to notice of and to vote at such meeting shall be the close of business on the tenth day immediately preceding such meeting.

6. Voting List. The officer or agent having charge of the Corporation's stock transfer books shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, or any adjournment thereof. Such list shall be arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation, and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting, and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books and to vote at any meeting of the shareholders.

7. Quorum. Except as provided in the next section hereof, any number of stockholders together holding at least fifty-one per cent of the stock issued and outstanding and entitled to vote thereat, who shall be present in person or represented by proxy at any meeting duly called, shall constitute a quorum for the transaction of business.

8. Voting of Shares.

(a) Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of a meeting of the shareholders, except to the extent that the voting rights of the shares of any class or classes are limited or denied by the Articles of Incorporation as permitted by the Delaware Corporation Laws.

(b) Treasury shares; shares of stock owned by another corporation, the majority of the voting of which is owned or controlled by this Corporation; and shares of stock held by this Corporation in a fiduciary capacity, shall not be voted directly or indirectly at any meeting, and shall not be counted in determining the total number of outstanding shares at a given time.

(c) A shareholder may vote, either in person or by proxy executed in writing by a shareholder, or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each

proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event, shall it remain irrevocable for a period of more than eleven (11) months.

(d) At each election of Directors, every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are Directors to be elected and for whose election he has a right to vote.

(e) Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy, as the By-Laws of such corporation may authorize, or in the absence of such authorization, as the Board of Directors of such corporation may determine.

(f) Shares held by an administrator, executor, guardian or conservator may be voted by him so long as such shares forming part of an estate are in the possession and forming part of the estate being served by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name as trustee.

(g) Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

(h) A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter, the pledgee shall be entitled to vote the shares so transferred.

9. **Method of Voting.** Voting on any question or in any election may be by voice vote or show of hands unless the presiding officer shall order, or any shareholder shall demand, that voting be by written ballot.

10. **Rules of Procedure.** To the extent applicable, Robert's Rules of Order shall govern the conduct of proceedings at all shareholders' meetings.

11. **Action Without Meeting.** Any action required by statute to be taken at a meeting of the shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the shareholders. The signed consent, or a signed copy thereof, shall be placed in the minute book.

12. **Telephone and Similar Meetings.** Shareholders, Directors, and committee members may participate in and hold a meeting by means of conference telephone or similar communications

equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE II

Directors

1. **Management.** The business and affairs of the Corporation shall be managed by the Board of Directors.
2. **Number.** The number of Directors of the Corporation shall be not less than three (3) nor more than fifteen (15). The directors shall be elected at the annual meeting of the stockholders, and each director shall be elected to serve until his successor shall be elected and shall qualify, provided, that in the event of failure to hold such meeting or to hold such election of such meeting, such election may be held at any special meeting of the stockholders called for that purpose. Directors need not be stockholders.
3. **Qualifications.** In order to be a Director, a person must have the following qualifications: A Director must be a citizen of the United States.
4. **Election.** At the first annual meeting of shareholders, and at each annual meeting thereafter, the shareholder shall elect Directors to hold office until the next succeeding annual meeting.
5. **Term of Office.** Unless removed in accordance with these By-laws, each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified.
6. **Removal.** Any director may be removed from his position as Director, either with or without cause, at any special meeting of shareholders if notice of intention to act upon the question of removing such director shall have been stated as one of the purposes for the calling of such meeting.
7. **Vacancy.** A particular directorship shall be considered to be vacant upon the happening of any one of the following events:
 - (a) Death of the person holding such directorship;
 - (b) Resignation of the person holding such directorship;
 - (c) Refusal of a person elected to a directorship to manifest his assent to serve;
 - (d) Removal of a Director at a special shareholders' meeting as provided in

Section 6 of this Article of these By-Laws.

8. **Filling of Vacancy.** Any vacancy occurring in the Board of Directors shall be filled at the next meeting of the Board of Directors following the occurrence of such vacancy. Such vacancy shall be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in such directorship.

9. **Election to New Directorship.** In the event of the creation of one or more directorships by amendment of these By-Laws, then any directorship to be filled by reason of such an increase in the number of directors shall be filled by election at an annual meeting of the shareholders or a special meeting of the shareholders called for that purpose.

10. **Quorum.** A majority of the directors shall constitute a quorum for the transaction of business. If at any meeting of the Board there shall be less than a quorum present a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at said meeting which shall be so adjourned.

11. **Executive Committee.** The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate two or more Directors to constitute an Executive Committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the corporation, except where action of the Board of Directors is specified by the Delaware Corporation Laws or other applicable law, but the designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any member thereof, of any responsibility imposed upon it or him by law. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required by the Board.

12. **Action Without Meeting.** Any action required or permitted to be taken at a meeting of the Executive Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members of the Executive Committee. Such consent shall have the same force and effect as a unanimous vote at a meeting. The signed consent, or a signed copy, shall be placed in the minute book.

13. **Regular Meetings.** A regular meeting of the Board of Directors may be held without other notice than this By-law, immediately after and at the same place as the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Delaware, for the holding of additional regular meetings without other notice than such resolution.

14. **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, President or any two Directors. Notice of the call of special meetings shall be in writing and delivered for transmission to each of the Directors not later than during the third day immediately preceding the day for which such meeting is called. Notice of any special meeting may be waived in writing signed by the person or persons entitled to such notice;

such waiver may be executed at any time before or after the time herein specified for the giving of such notice, but not later than the time specified in such notice for the holding of such special meeting. Attendance of a Director at a special meeting shall constitute a waiver of notice of such special meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business or the meeting is not lawfully called or convened.

15. **Place of Meetings.** Unless otherwise specifically provided in these By-Laws, all meetings of the Board of Directors shall be held at the principal place of business of the corporation; provided however, this provision of these By-Laws may be waived as to any particular meeting by written waiver signed by all of the Directors before the holding of such meeting, and this provision shall be considered as waived to any particular meeting by the attendance of all of the directors at such meeting without objection by any one of them at the time of convening of such meeting that such meeting is not being convened and held at the principal place of business of the Corporation.

16. **No Statement of Purpose of Meeting Required.** Neither the business proposed to be transacted, nor the purpose of any regular or special meeting of the Board of Directors, need be specified in the notice or waiver of notice of such meeting.

17. **Waiver by Unanimous Consent in Writing.** Any action required to be or which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Board of Directors entitled to vote with respect to the subject matter thereof, and then delivered to the Secretary of the Corporation for inclusion in the minute book of the Corporation.

18. **Specific Powers of Directors.** Without prejudice to such general powers it is hereby expressly declared that the directors shall have the following powers, to-wit:

- (1) To adopt and alter a common seal of the corporation.
- (2) To make and change regulations, not inconsistent with these by-laws, for the management of the corporation's business and affairs.
- (3) To purchase and otherwise acquire for the corporation any property, rights or privileges which the corporation is authorized to acquire.
- (4) To pay for any property purchased for the corporation either wholly or partly in money, stock, bonds, debentures or other securities of the corporation.
- (5) To borrow money, and to make and issue notes, bonds, and other negotiable and transferable instruments, mortgages, deeds of trust and trust agreements, and to do every act and thing necessary to effectuate the same.
- (6) To remove any officer for cause, or any officer other than the President summarily without cause, and in their discretion, from time to time, to devolve the powers and duties of any officer upon any other person for the time being.

- (7) To appoint and remove or suspend such subordinate officers, agents or factors as they may deem necessary and to determine their duties, and fix, and from time to time change their salaries or remuneration, or to require security as and when they think fit.
 - (8) To confer upon any officer of the corporation the power to appoint, remove and suspend subordinate officers, agents and factors.
 - (9) To determine who shall be authorized on the corporation's behalf to make and sign bills, notes, acceptances, endorsements, checks, releases, receipts, contracts and other instruments.
 - (10) To determine who shall be entitled to vote in the name and behalf of the corporation upon, or to assign and transfer any shares of stock, bonds, or other securities of other corporations held by this corporation.
 - (11) To delegate any of the powers of the Board in relation to the ordinary business of the corporation to any standing or special committee, or to any officer or agent with power to sub-delegate), upon such terms as they think fit.
 - (12) To call special meetings of the stockholders for any purpose or purposes.
19. **Compensation of Directors.** Directors shall not receive any stated salary for their services as directors, but by resolution of the Board a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

ARTICLE III

Officers

1. **Number.** The officers of the Corporation may be: a Chairman of the Board, President, one or more Vice Presidents (the number to be determined by the Board of Directors), a Treasurer, a Secretary and such Assistant Secretaries, Assistant Treasurers or other officers as may be elected by the Board of Directors. Any two or more offices may be held by the same person.
2. **Election and Term of Office.** The officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of shareholders. Vacancies may be filled or new offices filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner herein provided.

3. **Removal.** Any officer or agent or member of the Executive Committee elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5. **Chairman of the Board.** The Chairman of the Board shall be the chief executive officer of the corporation and subject to the Board of Directors, shall be in general charge of the affairs of the corporation. He shall preside at all meetings of stockholders and of the Board of Directors, and he shall have power to call special meetings of the stockholders and directors for any purpose or purposes. He may sign and execute all authorized deeds, bonds, contracts, checks and other obligations in the name of the corporation. He shall do and perform such other duties as from time to time may be assigned to him by the Board of Directors.

6. **President.** The President shall be the principal operating officer of the Corporation and shall perform acts and duties in the management of the business and affairs of the Corporation in the absence of the Chairman of the Board. In the absence of the Chairman of the Board, he shall preside at meetings of the shareholders and of the Board of Directors. He shall sign, with the Secretary or an Assistant Secretary, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

7. **Vice President(s).** In the absence of the President, or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

8. **The Treasurer.** If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall:

(a) Have charge and custody of, and be responsible for, all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever; and deposit all such moneys in the name of the corporation as shall be selected by the Board of Directors; and

(b) In general perform all the duties incident to the office of Treasurer and such other

duties as from time to time may be assigned to him by the Board of Directors.

9. **The Controller.** The Controller of the Company shall have charge of all financial and cost accounting records of the company and shall perform, and do all things necessary or required in connection therewith.

10. **The Secretary.** The Secretary shall:

- (a) Keep the minutes of the shareholders' and Board of Directors' meetings in one or more books provided for that purpose;
- (b) See that all notices are duly given in accordance with the provisions of these By-laws or as required by law;
- (c) Be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which, on behalf of the Corporation under its seal, is duly authorized in accordance with the provisions of these By-laws;
- (d) Keep a register of the post office address of each shareholder;
- (e) Sign, with the President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors;
- (f) Have general charge of the stock transfer books of the Corporation; and
- (g) In general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

11. **Assistant Treasurers and Assistant Secretaries.** The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretaries, as thereunto authorized by the Board of Directors, may sign with the President certificates for shares of the Corporation, the issue of which shall have been authorized by a resolution of the Board of Directors. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

12. **Salaries.** The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation.

ARTICLE IV

Contracts, Loans, Checks and Deposits

1. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of, and on behalf of the corporation, and such authority may be general or confined to specific instances.
2. **Loans.** No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.
3. **Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors.
4. **Deposits.** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE V

Certificates for Shares and their Transfer

1. **Certificates for Shares.** Certificates representing whole shares or fractions of shares of the Corporation shall be in such form as may be determined by the Board of Directors. Such certificates shall be signed by the President, or a Vice President, and by the Secretary or an Assistant Secretary, and shall be sealed with the seal of the Corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

2. **Transfer of Shares.** Transfers of shares of the Corporation shall be made only on the books of the Corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney hereunto, authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VI

Fiscal Year

The fiscal year of the Corporation shall begin on the first day of January in each year and end on the 31st day of December of the same year.

ARTICLE VII

Dividends

The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

ARTICLE VIII

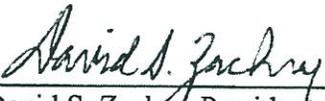
Seal

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation.

ARTICLE IX

Amendment of By-Laws

These By-Laws may be amended by the Shareholders or the Directors at any annual meeting of the Shareholders or the Directors, or if notice of a proposal to amend these By-Laws and the respect in which proposed to be amended is given in any call of a special meeting of the Shareholders or Directors, at such special meeting.

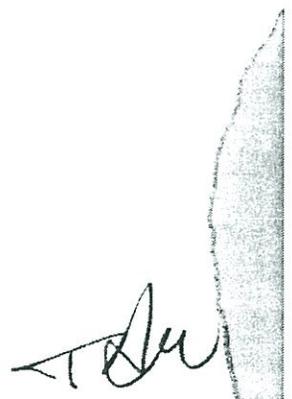


David S. Zachry, President

ATTEST:

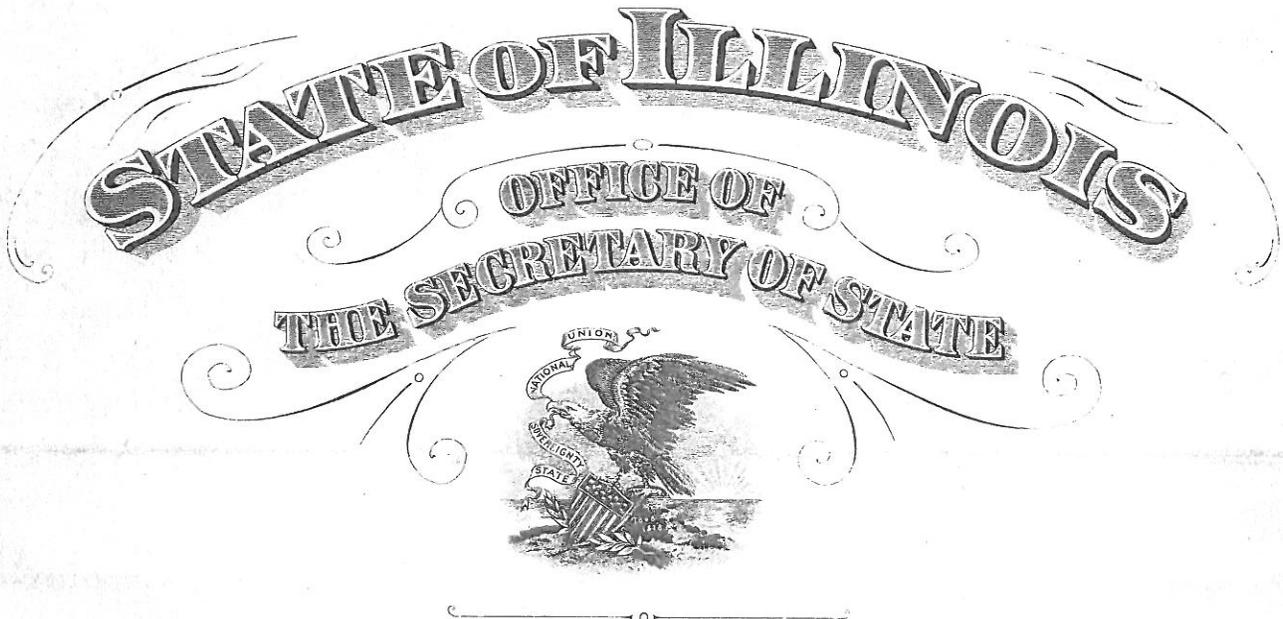


Thomas Coyt Webb
Secretary





Relevant Organizational Documents - Parsons Transportation Group Inc.



To all to whom these Presents Shall Come, Greeting:

Whereas, a STATEMENT OF INCORPORATION, duly signed, acknowledged, and verified under oath, has been filed in the Office of the Secretary of State, on the 23rd day of December A.D. 19 29 for the organization of the CHARLES DeLEUW & COMPANY

under and in accordance with the provisions of "AN ACT IN RELATION TO CORPORATIONS FOR FLEETWARY PROFIT" approved June 28, 1919, and in force July 1, 1919, and all acts amendatory thereof, a copy of which statement is hereto attached;

Now Therefore, I, WILLIAM J. STRATTON, Secretary of State of the State of Illinois, by virtue of the powers and duties vested in me by law, do hereby certify that the said CHARLES DeLEUW & COMPANY

is a legally organized Corporation under the laws of this State.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, Done at the City of Springfield this 23rd day of December A.D. 19 29 and of the Independence of the United States the one hundred and 54th.



William J. Stratton SECRETARY OF STATE.

BOOK 598 PAGE 599 PAID

\$ 25 DEC 23 1929 18 75 F.T.

(THIS STATEMENT MUST BE FILED IN DUPLICATE)

STATE OF ILLINOIS, COOK County, ss.

To WILLIAM J. STRATTON, Secretary of State:

We, the undersigned, adult citizens of the United States, at least one of whom is a citizen of Illinois,

RECEIVED DEC 13 1929 18 75 F.T.

Table with columns: NAME, ADDRESS, NUMBER, STREET, CITY, STATE. Rows include Charles E. DeLew, L. H. Cether, and W. C. Davis.

propose to form a corporation under an Act of the General Assembly of the State of Illinois, entitled, "An Act in relation to corporations for pecuniary profit," approved June 28, 1919, in force July 1, 1919; and all Acts amendatory thereof; and, for the purpose of such organization, we hereby state as follows, to-wit:

1. The name of such corporation is Charles DeLew & Company

2. The object for which it is formed is To engage in general engineering business, including (but the following enumerations shall not exclude other powers connected with the general engineering business) preparation of surveys, reports, estimates, plans, specifications, supervision of construction, construction, operation, management and financing of sewerage systems, water works, sewage treatment plants, water treatment plants, pavements, grading, reclamation projects, flood control projects, reservoirs, dams, floodways, power plants, lighting systems, airports, parks, bridges, buildings, railroads, street railways, waterways, harbors, docks, piers, jetties, street widening and opening projects, subways, elevated railroads, zoning, major street systems, traffic control signal lights, traffic regulation and/or any other engineering work or works; and in connection with any of the foregoing work, to buy, sell, lease or otherwise acquire and dispose of, equipment of any and all kinds necessary or convenient in the execution of any of the projects covered by the listed powers. In connection with the performance of any of the foregoing or other work of the corporation, to accept in payment for services and sell, and otherwise dispose of stocks, bonds, debentures, notes, warrants and vouchers

3. The duration of the corporation is perpetual Years

4. The location of the principal office is 111 N. Washington Avenue Street,

Chicago, County of Cook State of Illinois,

5. The total authorized capital stock is {Preferred \$ none} and 2000 shares of {Common \$ none}

{Preferred} without par value. {Common}

6. The amount of each share having a par value is none

7. The number of shares having a par value is none

8. The number of shares of no par value is

11. Amount of capital stock which it is proposed to issue at once:

- (a) On shares having no par value Preferred \$ 50,000
Common \$
- (b) On shares having a par value of \$ None Preferred \$
Common \$

12. Amount of capital stock actually paid in:

- (a) On shares having no par value 44,500 Preferred \$
Common \$ 44,500
- (b) On shares having a par value of \$ None Preferred \$
Common \$

13. Amount of capital stock paid in cash is \$ 4,500.00

14. Capital stock paid in property as follows: \$ 40,000.00

15. The location and general description of such property is as follows:
 Certain business assets, cash, accounts receivable and personal property and good will of the business formerly conducted in the name of Kelker, DeLew & Company

16. The management of the corporation shall be vested in three directors.

17. The name and address of the first board of directors, at least one of whom is a resident of Illinois, and the respective term for which elected are as follows:

NAME	NUMBER	ADDRESS	CITY	STATE	TERMS FOR WHICH ELECTED
Charles E. DeLew	101	Lawton Road,	Riverside,	Ill.	one year
L. R. Cather	507 E.	Evergreen St.	Wheaton,	Ill.	" "
W. C. Davis	4967 1/2	Lake Park Ave.	Chicago,	Ill.	" "

18. Subject to the conditions and limitations prescribed by "The General Corporation Act" of Illinois, this corporation shall have the following powers, rights and privileges:

- To have succession by its corporate name for the period limited in its certificate of incorporation, or any amendment thereof;
- To sue and be sued in its corporate name;
- To have and use a common seal and alter the same at pleasure;
- To have a capital stock of such an amount and divided into shares, with a par value or without a par value, and to divide such capital stock into such classes, with such preferences, rights, values and interests as may be provided in the Articles of Incorporation, or any amendment thereof; and in case provision be made therefor in the Articles of Incorporation, or any amendment thereof, any and all classes of preferred stock may be issued in one or more series of the same class, each such series carrying such rate of dividends not exceeding eight per cent. (8%) per annum, or such lesser amount as may be fixed in the Articles of Incorporation, or any amendment thereof, and the shares of each such series being redeemable at such redemption price and bearing such particular designation as the Board of Directors subject to such restrictions as may be imposed in the Articles of Incorporation, or any amendment thereof, shall, by resolution, determine and fix prior to the issue of any such stock of such series: Provided, however, that whenever the Board of Directors shall, by resolution, have authorized any such series of preferred stock, a copy of such resolution, duly certified by the secretary or assistant secretary of the corporation, and under its seal, and the facts set up in such certificate verified by the oath of the President or Vice-President, shall be transmitted to the Secretary of State, same shall be filed in the office of the Secretary of State.
- To acquire, and to own, possess and enjoy so much real and personal property as may be necessary for the transaction of the business of such corporation, and to lease, mortgage, pledge, sell, convey or transfer the same; and to acquire and to own real property, improved or unimproved for the purpose of providing homes for its employes or aiding its employes to acquire and own homes and to improve, lease, mortgage, contract to sell, sell, convey or transfer the same, and to loan money to its employes for such purpose upon such terms as may be agreed upon.
- To own, purchase, or otherwise acquire, whether in exchange for the issuance of its own stock, bonds, or other obligations or otherwise and to hold, vote, pledge, or dispose of the stocks, bonds, and other evidences of indebtedness of any corporation, domestic or foreign;
- To borrow money at such rate of interest as the corporation may determine without regard to or restrictions under any usury law of this State, and to mortgage or pledge its property, both real and personal, to secure the payment thereof;
- To elect officers, appoint agents, define their duties and fix their compensation;
- To lease, exchange or sell all of the corporate assets with the consent of two-thirds of all of the outstanding capital stock of the corporation at any annual meeting or at any special meeting called for that purpose;

To make by-laws not inconsistent with the laws of this State for the administration of the business and interests of such corporation;
To conduct business in this State, other states, the District of Columbia, the territories, possessions and dependencies of the United States and in foreign countries and to have one or more offices out of this State, and to hold, purchase, mortgage, and convey real and personal property outside of this State necessary and requisite to carry out the object of the corporation;

In time of war to transact any lawful business in aid of the United States in the prosecution of war, to make donations to associations and organizations aiding in war activities, and to loan money to the State or Federal government for war purposes;

To cease doing business and to surrender its charter;

To have and exercise all the powers necessary and convenient to carry into effect the purpose for which such corporation is formed.

19. An estimate of the per cent. of tangible property of the corporation to be used in Illinois for the following year is 100%

20. An estimate of the per cent. of the business of the corporation which will be transacted at or from places of business in Illinois for the following year is 100%

21. Give the location of the principal places of business of the corporation for the following year and an estimate of the amount of business which will be transacted through each.

[Handwritten signatures]

William C. Davis

Incorporators

OATH AND ACKNOWLEDGMENT

STATE OF ILLINOIS,

Cook County, } ss.

I, Louise A. Preston a Notary Public in and for the County and State afore-
said, do hereby certify that on the 10th day of December A. D., 19 29.

personally appeared before me Charles E. Bollew, L. H. Gathor and
W. C. Davis

to me personally known to be the same persons who executed the foregoing and severally acknowledged that they executed the same for the purposes therein set forth, and being duly sworn hereby declared on oath that the foregoing statements made, subscribed and verified by them are true in substance and in fact.

In Witness Whereof, I have hereunto set my hand and seal the day and year above written.
Louise A. Preston
Notary Public.

CORPORATION FOR PECUNIARY
PROFIT
Fees Payable in advance.
Statement of Incorporation of

FILED

DEC 23 1929

William C. Davis
SECY. OF STATE.

FILED

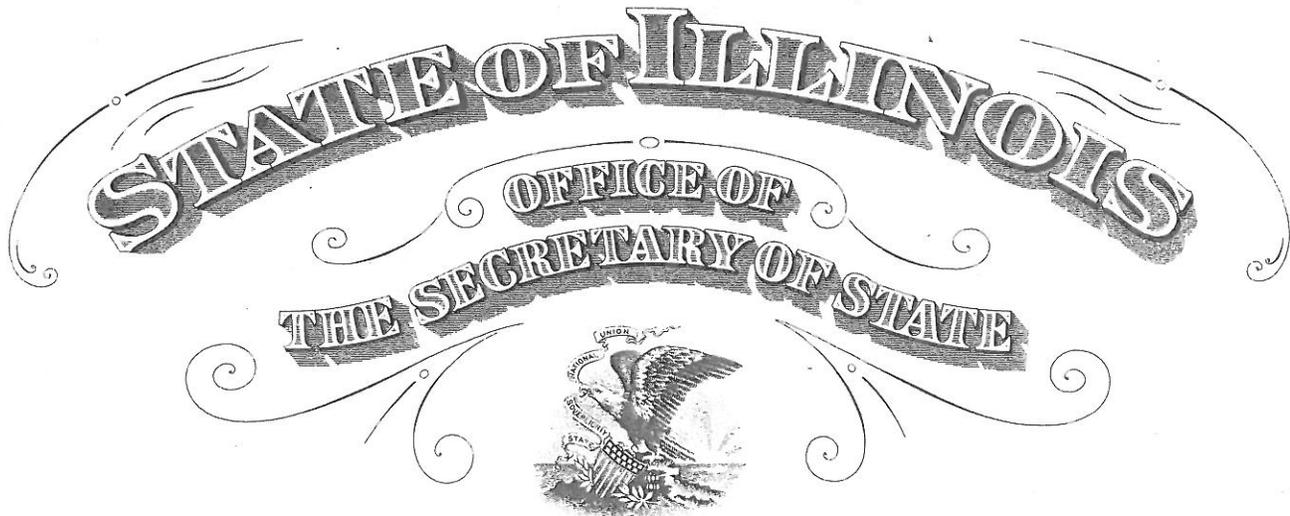
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William C. Davis
SECY. OF STATE.

INCORPORATION FEES

Initial fee of 1/20 of one per cent. on the issued capital stock, with a minimum fee of \$20.00, also franchise fee as required by Section 129 of the General Corporation Act.

*Note.—In paragraph 10 you should set out a brief description of the rights and preferences of the holders of preferred stock, or any other provision for the regulation of the business and the conduct of the affairs of the corporation. In case of a building corporation you will also give in the same space a specific and definite description of the site of such building. In order to avoid delay read carefully each paragraph in the statement before interpolating the data required. Before execution of the statement compare every recital in the statement and see whether or not it balances with every other recital relating to the same matter.

Certificate Number, 10955

To all to whom these Presents Shall Come, Greeting:

Whereas, Articles of amendment to the Articles of Incorporation duly signed and verified of _____

CHARLES DELEUW & COMPANY

have been filed in the Office of the Secretary of State, on the 7th day of January A. D. 1943, as provided by "THE BUSINESS CORPORATION ACT" of Illinois, in force July 13, A. D. 1933.

Now Therefore, I, EDWARD J. HUGHES, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate of amendment, and attach thereto a copy of the Articles of Amendment to the Articles of Incorporation of the aforesaid corporation.

In Testimony Whereof, Thereto, set my hand, and cause to be affixed the Great Seal of the State of Illinois, Done at the City of Springfield, this 7th day of January A. D. 1943 and of the Independence of the United States the one hundred and 67th.



Edward J. Hughes

SECRETARY OF STATE.

DATE 1-7-43

FILING FEE \$ 20.

CLERK WGL

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF

CHARLES DE LEUW & COMPANY

To EDWARD J. HUGHES
Secretary of State
Springfield, Illinois

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of Section 55 of "The Business Corporation Act" of the State of Illinois, hereby executes the following Articles of Amendment:

ARTICLE FIRST: The name of the corporation is:

Charles De Leuw & Company

ARTICLE SECOND: The following amendment or amendments were adopted in the manner prescribed by "The Business Corporation Act" of the State of Illinois:

RESOLVED that the Articles of Incorporation of this Corporation be amended so as to change the name of this Corporation from Charles De Leuw & Company to De Leuw, Cather & Company.

(Disregard separation into classes if class voting does not apply to the amendment voted on.)

ARTICLE THIRD: The number of shares of the corporation outstanding at the time of the adoption of said amendment or amendments was

1541

; and the number of shares of each class

entitled to vote as a class on the adoption of said amendment or amendments,

and the designation of each such class were as follows:

Class

Number of Shares

Class voting not applicable.

Of the 1780 shares ~~previously~~ issued by the corporation, 239 shares have been re-acquired by the corporation and are now in the treasury, thus leaving only 1541 shares outstanding at the time of the adoption of said amendment.

(Disregard separation into classes if class voting does not apply to the amendment voted on.)

ARTICLE FOURTH: The number of shares voted for said amendment or amendments was 1541

; and the number of

shares voted against said amendment or amendments was none.

The number of shares of each class entitled to vote as a class voted for and against said amendment or amendments, respectively, was:

Class

Number of Shares Voted

For

Against

Class voting not applicable.

ARTICLES OF INCORPORATION
TO THE
ARTICLES OF AMENDMENT

(Disregard this Article where the amendments contain no such provisions.)

ARTICLE FIFTH: The manner in which the exchange, reclassification, or cancellation of issued shares, or the reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for said amendment or amendments, shall be effected, is as follows:

Not applicable.

(Disregard this Paragraph where amendments do not affect stated capital or paid-in surplus.)

ARTICLE SIXTH: Paragraph 1: The manner in which said amendment or amendments effecting a change in the amount of stated capital or the amount of paid-in surplus, or both, is effected is as follows:

The amendment does not effect stated capital or paid-in surplus.

(Disregard this Paragraph where amendments do not affect stated capital and paid-in surplus.)

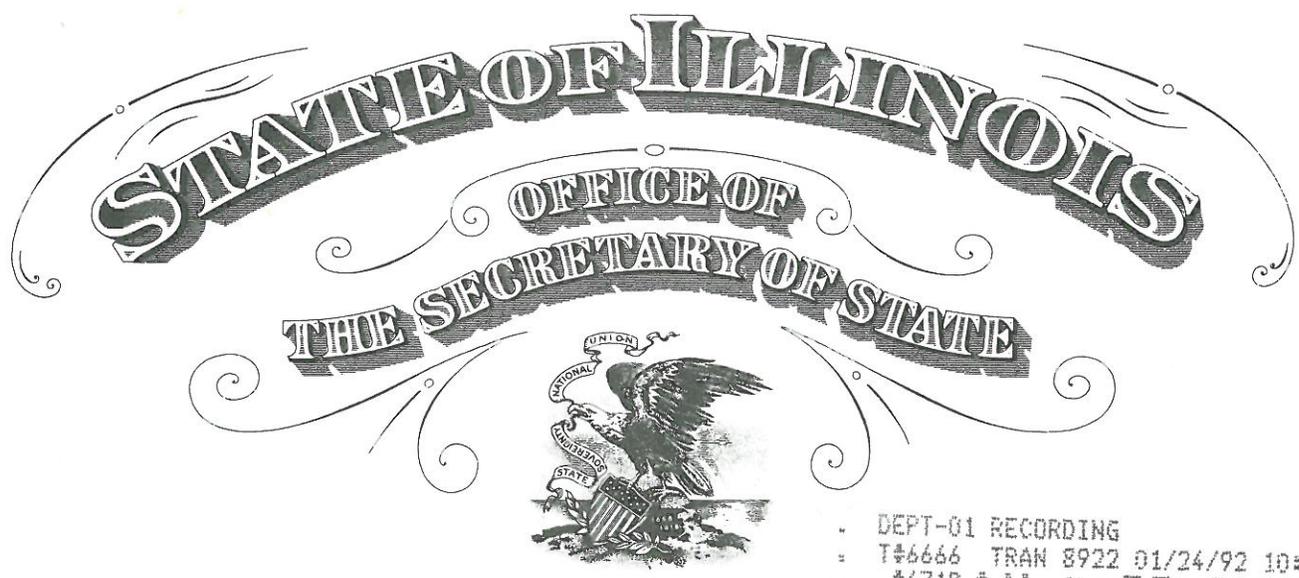
Paragraph 2: The amounts of stated capital and of paid-in surplus as changed by said amendment or amendments are as follows:

	Before Amendment	After Amendment
Stated capital ...\$	\$	\$
Paid-in surplus ...\$	\$	\$

No change.

92047000

92047000



DEPT-01 RECORDING \$27.00
 T#6666 TRAN 8922 01/24/92 10:42:00
 #4718 #H #-92-047000
 COOK COUNTY RECORDER

Whereas, ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF

DE LEUW, CATHER & COMPANY

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 17th day of January A.D. 19 92 and of the Independence of the United States the two hundred and 16th.*



George H Ryan
 SECRETARY OF STATE

9 2 0 4 7 0 0 0

Form **BCA-10.30**

ARTICLES OF AMENDMENT

(Rev. Jan. 1991)

File # 2084-345-4

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961

FILED

JAN 17 1992

**GEORGE H RYAN
SECRETARY OF STATE**

SUBMIT IN DUPLICATE

This space for use by
Secretary of State

Date 1-17-92
Franchise Tax \$
Filing Fee \$ 25
Penalty \$
Approved: MR

Remit payment in check or money
order, payable to "Secretary of State."

1. CORPORATE NAME: DE LEUW, CATHER & COMPANY

(Note 1)

2. MANNER OF ADOPTION:

The following amendment of the Articles of Incorporation was adopted on January 15,
19 92 in the manner indicated below. ("X" one box only)

By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment;

(Note 2)

By a majority of the board of directors, in accordance with Section 10.15, shares having been issued by shareholder action not being required for the adoption of the amendment;

(Note 3)

By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment;

(Note 4)

By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10;

(Note 4)

By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment.

(Note 4)

(INSERT AMENDMENT)

(Any article being amended is required to be set forth in its entirety.) (Suggested language for an amendment to change the corporate name is RESOLVED, that the Articles of Incorporation be amended to read as follows:)

PARSONS DE LEUW, INC.

(NEW NAME)

92047000

All changes other than name, include on page 2
(over)



Whereas, ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF PARSONS DE LEUW, INC. INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 24TH day of FEBRUARY A.D. 1994 and of the Independence of the United States the two hundred and 18TH.*



George H Ryan
SECRETARY OF STATE

(Rev. Jan. 1991)

File # 2084-345-4

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961

FILED

FEB 24 1994

**GEORGE H. RYAN
SECRETARY OF STATE**

SUBMIT IN DUPLICATE

This space for use by
Secretary of State

Date 2-29-94

Franchise Tax \$ 25

Filing Fee \$

Penalty \$

Approved: 

1. CORPORATE NAME: PARSONS DE LEUW, INC. (Note 1)

2. MANNER OF ADOPTION:

The following amendment of the Articles of Incorporation was adopted on January 21, 19 94 in the manner indicated below. ("X" one box only)

By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment; (Note 2)

By a majority of the board of directors, in accordance with Section 10.15, shares having been issued by shareholder action not being required for the adoption of the amendment; (Note 3)

By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment; (Note 4)

By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10; (Note 4)

By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (Note 4)

(INSERT AMENDMENT)

(Any article being amended is required to be set forth in its entirety.) (Suggested language for an amendment to change the corporate name is RESOLVED, that the Articles of Incorporation be amended to read as follows:)

DE LEUW, CATHER & COMPANY

(NEW NAME)

Form **BCA-10.30**

ARTICLES OF AMENDMENT

(Rev. Jan. 1991)

File # 2084-345-4

SUBMIT IN DUPLICATE

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961

FILED PAID

NOV 2 1998 NOV 05 1998

**GEORGE H. RYAN
SECRETARY OF STATE**

This space for use by
Secretary of State

Date 11/2/98
Franchise Tax \$
Filing Fee \$ 25.00
Penalty \$
Approved:

Remit payment in check or money
order, payable to "Secretary of State."

1. CORPORATE NAME: De Leuw, Cather & Company (Note 1)

2. MANNER OF ADOPTION:

The following amendment of the Articles of Incorporation was adopted on September 11,
19 98 in the manner indicated below. ("X" one box only)

By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment; (Note 2)

By a majority of the board of directors, in accordance with Section 10.15, shares having been issued by shareholder action not being required for the adoption of the amendment; (Note 3)

By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment; (Note 4)

By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10; (Note 4)

By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (Note 4)

(INSERT AMENDMENT)

(Any article being amended is required to be set forth in its entirety.) (Suggested language for an amendment to change the corporate name is RESOLVED, that the Articles of Incorporation be amended to read as follows:)

PARSONS TRANSPORTATION GROUP INC.

(NEW NAME)

EXPEDITED EXPEDITED

EXPEDITED

SEP 23 1998

NOV 2 1998

SECRETARY OF STATE

OCT 22 1998

SECRETARY OF STATE

SECRETARY OF STATE

All changes other than name, include on page 2
(over)

3. The manner in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: (If not applicable, insert "No change")

No change

4. (a) The manner in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: (If not applicable, insert "No change")

No change

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: (If not applicable, insert "No change")

No change

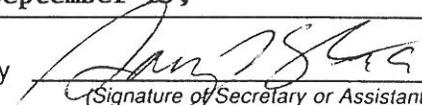
	Before Amendment	After Amendment
Paid-in Capital	\$ _____	\$ _____

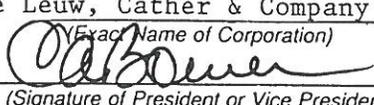
(Complete either Item 5 or 6 below)

5. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated September 15, _____, 1998

De Leuw, Cather & Company

attested by 
(Signature of Secretary or Assistant Secretary)

by 
(Signature of President or Vice President)

Gary L. Stone, Secretary
(Type or Print Name and Title)

Curtis A. Bower, Executive Vice President
(Type or Print Name and Title)

6. If amendment is authorized by the incorporators, the incorporators must sign below.

OR

If amendment is authorized by the directors and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated _____, 19 _____

_____	_____
_____	_____
_____	_____
_____	_____

PARSONS TRANSPORTATION GROUP INC.

BYLAWS

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office shall be located in Chicago, Illinois.

Section 2. Other Offices. The corporation may also have offices at such other places both within and without the State of Illinois as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

ANNUAL MEETINGS OF SHAREHOLDERS

Section 1. Place of Meeting. The board of directors may designate any place, either within or without the State of Illinois, as the place of meeting for any annual meeting or for any special meeting called by the board of directors.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held on the third Monday in April in each year if not a legal holiday, and if a legal holiday, then on the next secular day following, at which they shall elect by a plurality vote a board of directors, and transact

such other business as may properly be brought before the meeting.

Section 3. Notice. Written or printed notice of the annual meeting stating the place, day and hour of the meeting shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

ARTICLE III

SPECIAL MEETINGS OF SHAREHOLDERS

Section 1. Place of Meeting. Special meetings of shareholders for any purpose other than the election of directors may be held at such time and place within or without the State of Illinois as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Called by Whom. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president, the board of directors, or the holders of not less than one-fifth of all the shares entitled to vote at the meeting.

Section 3. Notice. Written or printed notice of a special meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is

called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 4. Business Conducted. The business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

ARTICLE IV

QUORUM AND VOTING OF STOCK

Section 1. Quorum. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

If a quorum is present, the affirmative vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by law or the articles of incorporation.

Section 2. Voting of Shares. Each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

In all elections for directors every shareholder, entitled to vote, shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are directors to be elected. Cumulative voting is not allowed.

Section 3. Informal Action By Shareholders. Unless otherwise provided in the articles of incorporation, any action required by this Act to be taken at any annual or special meeting of the shareholders of a corporation, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting and without a vote, if a consent in writing, setting forth the action so taken, shall be signed (i) if five days prior notice of the proposed action is given in writing to all of the shareholders entitled to vote with respect to the subject matter thereof, by the holders of outstanding shares 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 voting or (ii) by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE V

DIRECTORS

Section 1. Number and Tenure. The number of directors which shall constitute the whole board shall be not less than three (3) nor more than twelve (12). The directors, other than the first board of directors, shall be elected at the annual meeting of shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A majority of directors then in office, though less than a quorum, may fill one or more vacancies in the board of directors arising between meetings of shareholders by reason of an increase in the number of directors or otherwise. A director appointed to fill a vacancy, or a newly created directorship, shall hold office

until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 3. General Powers. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these bylaws directed or required to be exercised or done by the shareholders.

Section 4. Corporate Records. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the State of Illinois, at such place or places as the directors may from time to time determine.

Section 5. Compensation. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers or otherwise.

ARTICLE VI

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Place of Meeting. Meetings of the board of directors, regular or special, may be held either within or without the State of Illinois.

Section 2. Regular Meetings. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 3. Notice. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Special meetings of the board of directors may be called by the president on ten (10) days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting 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 regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 4. Quorum. A majority of the directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present.

Section 5. Informal Action By Directors. Unless specifically prohibited by the articles of incorporation or these bylaws, any action required to be taken at a meeting of the board of directors of a corporation, or any other action which may be taken at a meeting of the board of directors or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof, or by all the members of such committee, as the case may be.

ARTICLE VII

COMMITTEES OF DIRECTORS

Section 1. Committees. The board of directors, by resolution adopted by a majority of the number of

directors may create one or more committees and appoint members of the board to serve on the committee or committees. To the extent provided in such resolution, each committee shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Each committee shall have two or more members, who serve at the pleasure of the board. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

ARTICLE VIII

NOTICES

Section 1. Notices. Whenever, under the provisions of the statutes or of the articles of incorporation or of these bylaws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Waivers. Whenever any notice whatever is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these bylaws, a waiver thereof in writing signed by the

person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX

OFFICERS

Section 1. Enumeration. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice president, a secretary and a treasurer. The board of directors may also choose additional vice presidents, and one or more assistant secretaries and assistant treasurers.

Section 2. Election. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice presidents, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. Other Officers. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. Salaries. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. Term of Office and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

Section 6. President. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

Section 7. The Vice Presidents. The vice president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such

other powers as the board of directors may from time to time prescribe.

Section 8. The Secretary. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 9. Assistant Secretaries. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such

other powers as the board of directors may from time to time prescribe.

Section 10. The Treasurer. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

If required by the board of directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 11. Assistant Treasurers. The assistant treasurer, or, if there shall be more than one, the

assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE X

CERTIFICATES FOR SHARES

Section 1. Certificates for Shares. The shares of the corporation shall be represented by a certificate or shall be uncertificated. Certificates shall be signed by the president or a vice president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of

the board of directors to fix and determine the relative rights and preferences of subsequent series.

Within a reasonable time after the issuance or transfer of uncertificated shares, the corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to statute.

Section 2. Facsimiles of Signatures. The signatures of the officers of the corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost Certificates. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed. When authorizing such issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may

be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate cancelled and the transaction recorded upon the books of the corporation.

Section 5. Closing of Transfer Books. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors of a corporation may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than sixty days and, for a meeting of shareholders, not less than ten days, or in the case of a merger, consolidation, share exchange, dissolution or sale, lease or exchange of assets, not less than twenty days, immediately preceding such meeting. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the

board of directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof.

Section 6. Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and 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 shall have express or other notice thereof, except as otherwise provided by the laws of Illinois.

Section 7. List of Shareholders. The officer or agent having charge of the transfer books for shares shall make, within twenty days after the record date for a meeting of shareholders or ten days before such meeting, whichever is earlier, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, with the address of each and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be subject to inspection by any

shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of the shareholders.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Dividends. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the articles of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the

corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 5. Seal. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Illinois." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE XII

AMENDMENTS

Section 1. These bylaws may be altered, amended or repealed by the shareholders or the board of directors, but no bylaw adopted by the shareholders may be altered, amended or repealed by the board of directors if the bylaws so provide.



Letter Approving Changes in Proposer's Organization

Changes in Proposer's Organization

Tutor Perini/Zachry/Parsons, a Joint Venture has no additions or other changes (including deletions) to the team's organization from those shown in the Statement of Qualifications.

By:  _____

Print Name: Ronald N. Tutor

Title: Chairman & Chief Executive Officer
Tutor Perini Corporation
Proposer's Official Representative

Date: January 16, 2013



Legal Issues, Liabilities or Proceedings - Tutor Perini Corporation

Certification of No Legal Issues, Liabilities or Proceedings

As required in Section 8.2.7 of the Instructions to Proposers, **Tutor Perini Corporation** certifies that there have not been any additional legal issues, liabilities or proceedings since the SOQ submission.

By:  _____

Print Name: Ronald N. Tutor

Title: Chairman and Chief Executive Officer

Date: January 10, 2013



**Legal Issues, Liabilities|
or Proceedings -
Zachry Construction Corporation**

Certification of No Legal Issues, Liabilities or Proceedings

As required in Section 8.2.7 of the Instructions to Proposers, **Zachry Construction Corporation** certifies that there have not been any additional legal issues, liabilities or proceedings since the SOQ submission.

By:  Print Name: Mr. Jean Abiassi, P.E.

Title: President and Chief Operating Officer Date: January 10, 2013



**Legal Issues, Liabilities
or Proceedings -
Parsons Transportation Group Inc.**

Information Regarding Additional Legal Issues, Liabilities or Proceedings (since the SOQ submission)

In accordance with the Request for Proposal, Book 1, Parts A-C, Section 8.2.7, includes one additional matter responsive to the request for identification of legal proceedings during the last five years involving an amount in excess of \$500,000 related to performance in transportation civil infrastructure projects with a contract value in excess of \$25 million.

Parsons Transportation Group Inc. Claims and Litigation History

Claim	Project Involved	Parties Involved	Nature of Claim	Amount at Issue	Disposition or Status	Case Style, Number, Jurisdiction
LACMTA v. Kiewit/Washington JV, PTG/Washington JV, et al	Gold Line	Los Angeles County Metropolitan Transportation Authority Kiewit/Washington Kiewit Pacific Co. Washington Group International Inc. Parsons/Washington Parsons Corporation Parsons Transportation Group Inc. Washington Infrastructure Svcs.	LACMTA alleged defects in the construction and design of the Gold Line transit line.	In excess of \$20 million	Settled for \$2million	CA State Ct, BC385585



Form G - Key Personnel Matrix



September 11, 2012

Jerry Brown
Tutor Perini/Zachry/Parsons, a Joint Venture
15901 Olden Street
Sylmar, California 91342

Board Members:

Dan Richard
Chairperson

Lynn Schenk
Vice-Chairperson

Thomas Richards
Vice-Chairperson

Robert Balgenorth
Jim Hartnett

Michael Rossi

Thomas J. Umberg

Jeff Morales
Chief Executive Officer

Re: RFP No: HSR 11-16, Design Build Services
Request for Changes to Proposer Organization

Dear Mr. Brown:

The California High-Speed Rail authority (Authority) has reviewed the request for approval of changes to the Tutor Perini/Zachry/Parsons, a Joint Venture (TPZP) team dated July 27, 2012 proposing the substitution of the individuals designated as the Project Manager/Director, Design Manager and Construction QC Manager in TPZP's Statement of Qualifications (SOQ).

Pursuant to Section 7.15.3 of the Instructions to Proposers, the Authority has evaluated the information provided by TPZP in its request and has determined that D.L. "Josh" Randall, P.E., Christopher Clark, P.E., and Jeffrey Payne, P.E., are "equally or better qualified" as the individuals identified in the SOQ. Accordingly, the substitution of these individuals for the previously identified personnel is approved.

Nothing in this letter modifies or otherwise alters any of the terms of current procurement documents for Construction Package #1 including the Authority's reserved rights, and all such terms shall remain in full force and effect.

Please feel free to contact me if you have any questions.

Sincerely,


Elizabeth Stone
Contracts Office

JERRY BROWN
GOVERNOR



Tutor Perini Corporation
15901 Olden Street
Sylmar, CA 91342
Tel: 818/362-8391 Fax: 818/367-9574

Tutor Perini

Over a Century of Excellence

Ronald N. Tutor
Chairman & CEO

January 10, 2013

California High-Speed Rail Authority
Attention: Elizabeth Stone
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814

Reference: **Request for Proposal for Design-Build Services, RFP No.: HSR 11-16**

Subject: Commitment of Designated Key Personnel (Attachment 2 to Form G)

Dear Ms. Stone:

Tutor Perini Corporation (TPC) commits the Key Personnel designated for the positions/roles listed below and described in Section 6.4.3.6 of the Request for Qualifications, and they shall be available to serve the role so identified in connection with the project.

Steve Pavoggi	Officer-in-Charge
Josh Randall	Project Manager / Director
David Saliba	Construction Manager

Sincerely,



Ronald N. Tutor
Chairman and Chief Executive Officer
Tutor Perini Corporation

January 14, 2013

California High-Speed Rail Authority
Attention: Elizabeth Stone
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814

RE: Request for Proposal for Design-Build Services, RFP No.: HSR 11-16

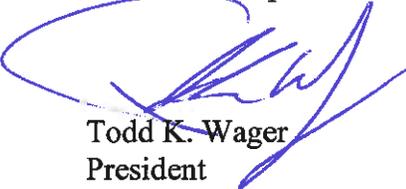
Dear Ms. Stone:

Parsons Transportation Group Inc. (Parsons) commits the Key Personnel designated for the positions/roles listed below and described in Section 6.4.3.6 of the Request for Qualifications, and shall be available to serve the role so identified in connection with the project.

Chris Clark, PE	Design Manager
Ben Fardi, PE	Quality Manager
Alain Kouassi	Verification and Validation Manager
Macie Cleary	Environmental Compliance Manager
Doug Shelton, CSM	Safety Manager
Chukwuma Umolu, PE	Warranty Manager

Sincerely,

Parsons Transportation Group Inc.



Todd K. Wager
President



November 2, 2012

California High-Speed Rail Authority
Attention: Elizabeth Stone, Contracts Office
770 L. Street, Suite 800
Sacramento, CA 95814

RE: California High-Speed Rail Design-Build Project, Construction Package #1 – Request for Proposal Submission

Dear Ms. Stone:

Joe Hernandez is currently employed by Lee Andrews Group, Inc. (LA Group), and shall be available to serve as the position identified as the SB/DVBE/DBE/MB Manager. LA Group, Parsons, and Tutor Perini/Zachry/Parsons, a Joint Venture commit Mr. Hernandez to this role as described in Section 6.4.3.6 of the Request for Qualifications issued November 2011.

Sincerely,

Lee Andrews Group, Inc.

Donna Andrews
President



Cert. 14 - Proposer's Overall Project Small Business Goal Commitment Affidavit

Cert. 14 Proposer's Overall Project Small Business Goal Commitment Affidavit

AFFIDAVIT

STATE OF California §

§

§

COUNTY OF Los Angeles §

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

Ronald N. Tutor is the Official Representative of Tutor Perini/Zachry/Parsons
(Contact Name) (Proposer's Name)

the Proposer submitting the foregoing Proposal.

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

The Proposer has carefully examined all documents that form this Request for Proposal and is aware that California High-Speed Rail Authority (Authority) has established an overall project Small Business goal of 30 percent, inclusive of Small Businesses, Disadvantaged Business Enterprises, Disabled Veteran Business Enterprises and Microbusinesses for Construction Package No. 1 of the Initial Construction Segment of the California High-Speed Train System, in conformance with Executive Order S-02-06, Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of Title VI, as set forth in the Authority's Small and Disadvantaged Business Enterprise Program.

The Proposer will aggressively exercise Good Faith Efforts to the satisfaction of the Authority to meet or exceed the overall project Small Business goal of 30 percent, consistent with the Proposer's approved Performance Plan developed in accordance with the Authority's Small and Disadvantaged Business Enterprise Program.


Signature

Ronald N. Tutor
Printed Name

Chairman and Chief Executive Officer
Title Tutor Perini Corporation
Proposer's Official Representative



Subscribed and sworn to before me this _____ day of _____, 20 ____.

[Seal]

Notary Public in and for said County and State
My commission expires: _____

*See Attached Certificate
on 1/10/13*

SURETY COMPANY ATTORNEY-IN-FACT

State of _____ §

§

§

County of _____ §

On the ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____

known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California

Note: Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.



STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Subscribed and sworn to before me on this 10th day of January, 2013, by
Ronald N. Tutor, proved to me on the basis of satisfactory evidence to be
the person who appeared before me.



Lisa M. Melonas, Notary Public

My Commission expires April 5, 2016



Doc: RFP No: HSR 11-16 / Cert. 14 Proposer's Overall Project Small Business Goal
Commitment Affidavit



Small Business Performance Plan



TPZP Small Business Performance Plan

INTRODUCTION

TPZP is a joint venture comprising three companies that have a long track record of meeting small business (SB) and related program goals on several significant public works projects totaling billions of dollars of design/construction. As our record demonstrates in Appendix B, the TPZP principal companies are committed individually, and collectively, to the utilization of SBs on the California High-Speed Rail Initial Construction Section, Construction Package 1, project (CAHSR CP1 project), SBs include small business enterprises (SBEs), disadvantaged business enterprises (DBEs), disabled veteran business enterprises (DVBEs), and microbusinesses (MBs).

TPZP understands the purpose and importance of the California High Speed Rail Authority's (CHSRA) SB Program and fully commits to subcontracting at least 30 percent of the total contract price with SB firms on the project. This includes a discrete focus on attaining 10 percent Disadvantaged Business Enterprise (DBE) participation and 3 percent Disabled Veteran-Owned Business (DVBE) participation. As required by the CHSRA, TPZP has developed a SB Performance Plan (Plan) that provides our roadmap to achieve the SB goals for the project.

The TPZP joint venture partners have established and successfully executed small business performance plans on several large-scale projects to meet the requirements of public agency clients and public policy. These plans are carefully formulated to meet the project-specific small business requirements and circumstances of our clients and involve, at times, significant pre-award outreach efforts to ensure that small businesses are afforded every opportunity to participate with our team.

Our team has made a significant pre-award effort for this project and has exercised leadership that demonstrates our commitment to the CHSRA SB Program. TPZP identified and included ALL SB-certified firms in the state of California that provide construction, design/engineering, and administrative support services in our team's initial communications announcing our two pre-award outreach events. To ensure that no firm was missed, TPZP also engaged several small business professional organizations, the U.S. Department of Commerce Minority Business Development Agency, the Small Business Administration, and the CHSRA Small Business Program office to further communicate our events and to identify innovative approaches to raising awareness and participation on the CAHSR CP1 project.

Our events garnered more than 500 participants, mostly firms from the Central Valley, but all areas in California were represented. Firms that were unable to attend were informed via our communications how they can register with our team and how they can prepare to participate. More details regarding our approach to identify SBs and our outreach events are provided later in this Plan.

TPZP was the first prequalified design-build team to request the participation of the CHSRA SB Program staff at a TPZP-hosted SB outreach event. The CHSRA accepted our invitation and also offered, out of fairness, to support the outreach events of the other prequalified proposers. We also brought our key executives (Ron Tutor, CEO of Tutor Perini; Jean Abiassi, COO/President of Zachry; and Takis Salpeas, SVP

Rail Transit of Parsons) to our second outreach event, where the near 300 participants heard, first hand, our team's commitment to utilize SBs.

The TPZP Plan developed for this project reflects our commitment to meet or exceed the 30 percent SB, inclusive of 10 percent DBE, and 3 percent DVBE goals and defines our approach, based on best practices of the CHSRA's SB Program, to identify, engage, prepare, bid, and contract with SBs. It is TPZP's intent to provide maximum opportunity for SBs to participate in the execution of the work of the project while preserving the highest possible standards of quality and value for the CHSRA.

TPZP welcomes comments from the CHSRA and will make adjustments based on these comments as appropriate.

POLICY STATEMENT

TPZP has adopted a policy statement, formalizing our commitment to utilize SBs in all aspects of the project work, outlining the various levels of responsibility for implementing the the Plan, and stating the objectives of the the Plan. The signed policy statement is attached to this document in Appendix A.

SB GOAL AFFIDAVIT

In accordance with project requirements, an authorized TPZP representative (who has the authority to bind TPZP) has signed the Overall Project SB Goal Affidavit, which commits TPZP to meet or exceed the overall SB project goal, or exercise good faith efforts to do so, for the project. TPZP will aggressively exercise good faith efforts to the satisfaction of the CHSRA to obtain SB commitments equal to or exceeding the SB participation goal.

SB PROGRAM ADMINISTRATION - TPZP SMALL BUSINESS OFFICER

TPZP has designated Joe Hernandez, a representative of our subconsultant, the Lee Andrews Group (SB certified), as our Small Business Outreach Compliance Officer (SBO) from the CHSRA Small Business Best Practices Model, who will administer this Plan. Joe is listed as key personnel in our proposal for the position of SB/DVBE/DBE/MB Manager. For the purposes of the Plan, TPZP will identify Joe as our team's SBO, but this title is used interchangeably with the RFP-prescribed SB/DVBE/DBE/MB Manager key personnel title.

Joe has more than 18 years of experience managing small business programs, including DBE programs prescribed by 49 CFR Part 26, covering more than \$11 billion worth of public works projects, and he brings excellent relationships, statewide, with small business organizations, public agency small business administrators, and various small business supportive service entities. Joe will be responsible for developing, implementing, monitoring, and managing the day-to-day operations of the Plan. He will report directly to Josh Randall, our Project Manager/Director. He will also be a critical connection between our team's senior management and all subcontractors, including SB firms.

With the support of TPZP executives, Joe is committed to the following key functions, so that opportunities will be available to SB firms on this project:



- Implementing the Plan, keeping it up to date with current project circumstances, and ensuring all TPZP employees and subcontractors comply with the Plan and CHSRA SB Program requirements.
- Advising the project executive director on SB matters and achievements.
- Preparing and submitting monthly and quarterly reports to the CHSRA on Plan implementation, including good faith efforts activities and SB participation.
- Monitoring and analyzing TPZP progress toward meeting goal commitments and making adjustments, as necessary, to maximize SB participation.
- Ensuring compliance with the CHSRA's SB Program requirements and related federal, state, and local requirements.
- Coordinating SB Program meetings and deliverables with the CHSRA, local agencies, and the business community.
- Establishing/maintaining relationships with interested businesses, including SBs, as well as local agencies and business organizations/associations.
- Providing supportive services to SBs in obtaining management, technical business development expertise, bonding, insurance, lines of credit, and other assistance.
- Fostering inclusion of SBs in TPZP solicitation process for design, construction, and other support services.
- Performing extensive SB outreach through participation at workshops, minority business enterprise seminars, trade fairs, and other small-business-focused events.
- Ensuring that bid notices and requests for proposals are readily accessible and promptly disseminated to small business community.

Joe will coordinate with the CHSRA SB Program staff, including the facilitation of quarterly meetings to report on progress of the Plan implementation.

TPZP METHODOLOGY TO ACHIEVE OVERALL GOAL

TPZP will meet the 30 percent SB goal through a process that began in 2011, intensified in 2012, and continues this year with a complete canvassing of the California business community to identify ALL certified SBs, and those that have the potential to be certified, that can support the scopes of services needed for the project. The identified SBs are maintained in a TPZP SB database, which, among other things, is used to communicate TPZP activities and project information to those SBs who are interested in the project.

Based on the scopes of work provided by the identified and interested SBs, TPZP will then identify specific contract opportunities of an appropriate size and scope that the SBs can reasonably perform. SBs will then be included in bid opportunities for work packages that match their California contractor's license classifications, usual scopes of services, and capacities. In some cases, bid packages will be competed only to SB firms, while other bid packages will be competed to SBs and other businesses. Work packages will be defined at a magnitude that will help the TPZP team exceed the 30 percent goal, inclusive of the 10 percent/3 percent SB goals. This is consistent with best practices of Title VI and 49 CFR § 26 regarding gaining DBE/SBE participation on design-build projects.

When appropriate, support services to assist SBs in overcoming specified barriers to their participation will be provided.

Major subcontractors and vendors on the TPZP team will be required to attain SB participation following the same approach. TPZP will specifically include a requirement for each major subcontractor to achieve an

agreed minimum SB participation level. This participation level will be developed to enable TPZP to meet or exceed the overall 30 percent SB goal for the project. Major subcontractors will be required to submit monthly reports of dollar amounts awarded and paid to SBs to ensure that the Plan implementation is going according to schedule and that SB participation levels are being met. Failure of major subcontractors to comply in good faith with the agreed-upon SB participation levels will be addressed with prompt and effective remedial action by TPZP. Any subcontractor that fails to provide requested documents or that misrepresents facts in such documents will be deemed noncompliant, and appropriate remedial action, including added retention on their monthly payments, may be taken until proper documents have been submitted and full compliance is achieved. Our methodology is detailed below.

Process to Identify and Solicit SB Firms

TPZP's goal is to solicit, through all reasonable means, the interest of SBs in California, with specific focus on SBs located in the Central Valley.

TPZP recognizes that a key challenge to SB participation on major public works projects is SB awareness of bid opportunities with enough lead time for the SB to act. To help SBs overcome this challenge, our team has taken the initiative to canvass the entire California SB community to identify ALL certified SBs and potential SBs that provide construction, design/engineering, and other support services and to include these businesses in an ongoing communications campaign regarding how to prepare to do business with the TPZP team and, subsequently, for upcoming bid opportunities.

To this end, the TPZP team culled construction, design/engineering, and other support services SB firms from the following databases/lists:

- DBE firms from the California Unified Certification Program Database
- SBE, DVBE, and MB firms from the California Department of General Services Database
- DVBE firms from the CalVet DVBE Program Database
- Fresno EDS Workshops, on November 30, 2012
- Attendee List from CHSRA-hosted SB outreach event in Bakersfield, CA, on May 17, 2012
- Attendee List from CHSRA-hosted SB outreach event in Fresno, CA, on September 8, 2011
- Attendee List from CHSRA-hosted SB outreach event in Los Angeles, CA, on April 12, 2011

From these databases/lists, we identified approximately 9,000 SB firms that could potentially provide services needed for the project and have aggregated this listing into one TPZP SB database. About 2,000 of these firms specifically provide construction services. All 9,000 SB firms are now included on distribution lists for TPZP communications, which helps raise awareness of how to prepare for opportunities with the TPZP team.

Over the course of the past several months, TPZP has participated in numerous SB outreach events, as shown in the below table, in our continuing efforts to identify SBs that have potential to support our team on the project.



TPZP Outreach Events

Outreach Event	Date	SB Attendees
APAC & AAEC (San Francisco)	12/5/12	70
Calmentor/North Region Chapter	10/3/12	60
Fresno Council Members Xiong/Quintero Outreach event	8/20/12	200
CHSRA industry Forum CP#2-4 (Fresno)	8/14/12	450
TPZP SB Opportunities Networking Event (Fresno)	7/25/12	300
TPZP SB Opportunities Briefing Event (Fresno)	6/13/12	200
CHSRA Meet the Primes (Bakersfield)	5/17/12	650
Central Valley Business Diversity Expo	3/28/12	175
San Joaquin Valley Regional SB Expo	1/19/12	250
Central Valley DBE Outreach Fair	11/30/11	150
CHSRA Forum in Fresno	9/8/11	900
Central California Hispanic Chamber	8/5/11	250
CHSRA Forum in Los Angeles	4/12/11	1,100

Two of these events were specifically coordinated by TPZP and held in the city of Fresno on the dates of June 13, 2012, and July 25, 2012. For each of these events, targeted at identifying SBs that can provide construction, design/engineering, and other supportive services on the project, an extensive recruitment process was performed to ensure that all SBs had an opportunity to participate. This included distribution of the event invitations to all SBs included in the TPZP SB database (9,000 SBs), advertisement in several regional/local publications, most notably including the Fresno Bee, the Madera Tribune, and the Fresno Business Journal. Additionally, the Small Business Exchange posted our event on its website, and the CHSRA forwarded the invitation to its distribution list.

Finally, several small business organizations, including several in the greater Central Valley area, were contacted and requested to assist the TPZP team in disseminating these invitations, with the intent of reaching the local small business community, including the often-overlooked Hmong community. These Fresno and Madera organizations include the following:

- Central California Hispanic Chamber of Commerce, Mark Lozada, President
- Fresno Area Hispanic Chamber of Commerce, Dora Westerlund, CEO and President
- Fresno Chamber of Commerce, Al Smith, CEO and President
- Madera Chamber of Commerce, Debi Bray
- Fresno Metro Black Chamber of Commerce, Tate Hill, President
- Fresno County Women's Chamber of Commerce, Keri Bennitt, President
- Fresno West Coalition, Keith Kelley, President
- Fresno Center for New Americans

- Fresno Business Council, Deb Nankivell, CEO
- Bobby Vang (business owner/opinion leader in the Southeast Asian community)
- Small Business Association, Fresno District Office, Carlos Mendoza
- Central Valley Business Incubator
- UC Merced SBDC Network (Regional Director)
- Economic Development Corporation (board and staff) for both Fresno and Madera counties
- Community Colleges Presidents and Staff
- Workforce Investment Boards, Fresno, and Madera counties (WIB)
- Chris Gallardo, who consults with the Indian tribes
- Central Labor Council of Fresno, Madera, Tulare, and Kings counties
- San Joaquin Valley Construction Management Group, Marvin Dean
- Trade Organizations (including John Hutson from the Building Trades and others)
- Association of General Contractors - Dave Jones
- Association of Builders and Contractors

These efforts proved effective, as more than 500 SBs attended the two outreach events hosted by TPZP. The participating SBs not previously included in the TPZP SB database have been added to the database and will be included in ongoing communications from the TPZP team. The TPZP SB database will be maintained throughout the life of the project and will be supplemented with newly certified SB firms on a quarterly basis.

As a result, we have grown our project vendor database (where SBs register to participate in the TPZP bid package process for the project) to more than 900 SBs, and this list continues to grow through our ongoing communications efforts. Registered vendors have provided TPZP with additional information on the types of services they provide. Those registered vendors that match scopes needed for the project will be invited to participate in the TPZP prequalification process, taking them one step closer to doing business with our team. Prequalified firms are now in position to bid on work packages offered by the TPZP team. While prequalification is needed for construction services, there are several support/administrative services for which we will be needing SB support and that do not require prequalification. Firms that provide printing, catering, delivery service, audio/visual support, and other support services have been invited to register with TPZP so that we can call upon these firms as the need arises.

While the TPZP team has implemented a significant outreach program during the preproposal stage of this project, TPZP realizes that this will be an ongoing effort. We will continue the public awareness program during the proposal development stage and after award to ensure that SBs are aware of additional opportunities available to them with TPZP and our major subcontractors. We are regularly issuing TPZP team updates, which are designed to keep SBs aware and interested in the project and in TPZP. This will further expand opportunities for SBs and will help our major subcontractors meet their SB participation levels.

Where small businesses are identified that express an interest in participating on the project, but that are not currently certified as an SB, TPZP will assist such businesses with gaining SB certification status.



Additionally, TPZP has established a team website. The intent of the team website is to enhance the advertisement of contracting and procurement opportunities to SB firms and to share information on the team's involvement in local community events to help gain a positive focus for the project in the community.

Information on the website includes the following:

- Contact information for Joe Hernandez, TPZP's SBO, who is responsible for overseeing the Plan
- Invitations to all public meetings, with special emphasis on those relevant to the SB community
- Vendor registration, along with bidders/proposers prequalification criteria/requirements
- Access to technical assistance resources, such as small business loan programs, bonding assistance programs, and other business development programs
- Links to other related websites of interest
- Look-ahead solicitations

The website will provide an interactive resource where contractors can report their interest in the project and provide information on their qualifications. The website will be continually promoted through mailings, emails, and newsletters distributed to SBs, business and SB advocacy groups, religious and community organizations, and the news media.

Identify Work and Process that will be used to Select Firms

TPZP has developed a complete list of potential subcontractable scopes related to the project for the design and construction industries. In addition, several opportunities will exist with our team in various supportive/administrative service areas such as printing, catering, delivery, and other needed services. While these scopes are not specifically defined at this time, our database has been populated with information on local SB firms that can provide these services, and as the need arises, we will specifically call upon the SB firms in our database to perform this work. In fact, we have already used local SBs firm to support our outreach events in areas such as catering, audio/visual, and small business outreach services.

Regarding design work, TPZP has already engaged in teaming agreements with a number of subconsultants for our team (see list below). As stated earlier, major subcontractors and vendors on the TPZP team will be required to attain SB participation following contract award (i.e. STV, Systra, Willdan, and Psomas). TPZP will specifically include a requirement for each major subcontractor to achieve an agreed minimum SB participation level. This participation level will be developed to enable TPZP to meet the overall 30 percent SB goal. The design subconsultant participation currently on the team, along with their identified work scopes, **will exceed the 30 percent goal of the design cost estimate**. Design-side work also includes project-wide community program services, such as public outreach and SB Program administration.

Design Side Subconsultants

Subcontractor/Supplier	Work Scope	SB	DVBE	DBE	SB Participation Goal for Subcontract
Lee Andrews Group, Inc.	Outreach/SBO	Yes		Yes	100%
Earth Mechanics, Inc.	Geotechnical	Yes		Yes	100%
AMEC Environment & Infrastructure	Geotechnical	No			15%*
CHS Consulting Group	Traffic Management	Yes		Yes	100%
WKE Inc.	Civil Engineering	Yes			100%
WRECO	Drainage	Yes		Yes	100%
RailPros, Inc.	Civil Engineering/ RR expertise	Yes			100%
Psomas	Surveying/Mapping/ROW	No			30%*
Willdan Engineering	Civil Engineering/ PM	No			30%*
STV Incorporated	ICE/ISE	No			30%*
SYSTRA Consulting, Inc.	HSR Design Services	No			30%*
Citadel CPM, Inc.	Project Scheduling/ Coordination	Yes			100%
OPAC Consulting Engineers, Inc.	Structural Design	Yes		Yes	100%
MGE Engineering, Inc.	Structural Design	Yes		Yes	100%
Korea Rail Network Authority	HSR Design	No			TBD
Environmental Science Associates	Environmental Compliance	No			30%*
Precision Civil Engineering	Civil Engineering	Yes			100%
Provost & Pritchard Consulting Group	Utility Coordination and Design	No			TBD
Ruettgers & Schuler Civil Engineers	Railroad and Agency Coordination	No			TBD

**SB Commitment of participation on Scope of Work*



TPZP has already engaged several subcontractors as members of our team (see list below). As stated earlier on the design side, major construction subcontractors and vendors on the TPZP team will be required to attain SB participation following contract award. TPZP will specifically include a requirement for each major subcontractor to achieve an agreed minimum SB participation level. This participation level will be developed to enable TPZP to meet the overall 30 percent SB goal. The design & construction subconsultant/subcontractor participation currently on the team, along with their identified work scopes, **will exceed the 3 percent DVBE goal.** We are currently interviewing or in negotiations with additional subcontractors for above identified work scope for SB/DBE/MB participation.

Construction Side Subcontractors

Subcontractor/ Supplier	Work Scope	SB	DBE	DVBE	SB Participation Goal for Subcontract
Martinez Steel Corp.	Reinforcing Steel - Furnish and Install	Yes			100%
Valverde Construction, Inc.	Underground Utilities – Furnish and Install	Yes			100%
M.A. Steiner Construction	Underground Utilities – Furnish and Install			Yes	100%
Landavazo Bros. Inc.	Concrete – Furnish, Pump & Place	Yes	Yes		100%
SPER Contracting Corp.	MSE Block Walls – Furnish and Install	Yes			100%
Dillard Environmental Services	Trucking, Earthwork	Yes	Yes		100%
J. Kroeker, Inc.	Building Demo, Clearing and Grubbing	Yes			100%
G & C Equipment	Furnish Bridge Steel/Precast Concrete Bridge Units	Yes	Yes	Yes	100%
Innovative, Inc.	Flatwork Concrete	Yes			100%
Cor-Ray Painting Co., Inc.	Structural Steel Painting	Yes			100%

The construction participation is still a work in progress, as work packages, quantities, and final negotiated terms with the CHSRA are still to be finalized. However potential construction scopes, which will be targeted for SB participation, have been identified below.

Potential Construction Subcontract Scopes

Administrative Services/ Personnel	Aggregate Suppliers	Archaeological Study
Architectural Specifications	Asphalt Cold Planning	Asphalt/AC Paving
Asphalt/Concrete Crushing	Bridge Joint Seal Assemblies	Bridges/Box Culverts
Concrete Curb, Gutter, and Sidewalk	Concrete Flatwork	Concrete Masonry Unit
Construction Staking/Survey	Contaminated Soil Handling/ Removal	Demolition – Building/Site
Dewatering - Wells/Treatment	Earthwork/Excavation	Electrical Work
Erosion Control/Irrigation	Excavation Support	Fencing and Gates
Foundations/Drilling	Guardrail	Hazardous Material Abatement
Hazardous Material Removal	Land Surveying – Right-of-Way	Landscaping/Irrigation
Masonry/Pavers	Material Suppliers – all types	Materials Testing/Inspection
Mechanically Stabilized Earth (MSE) Walls	Metal Fabrication	Minor Concrete/Structures
Miscellaneous Metals/Railing/ Stairs	Noise/Vibration Monitoring	Painting
Pile Driving	Portland Cement Concrete Pavement	Post-Tensioning
Precast/Prestressed Concrete	QA/QC Oversight/Inspection	Ready-Mix Concrete Supply
Reinforcing Steel Fabrication/ Installation	Roadway/Parking Lot Striping	Signage
Structural Concrete	Structural Steel Fabrication/ Installation	Temporary Utilities/Lighting
Trucking/Hauling/Disposal of Material		



Further work has been done to identify general areas of work to be preformed for CAHSR CP1 and applied a specific SB goal to build a plan that will allow TPZP to meet the SB goal of 30 percent.

Targeted Work Scopes

Divisions of Work	% of Contract	% SB	% Total Contract
Design	7	30	2.10
Quality Control	1	30	0.30
Demolition	3	55	1.65
Utilities/Drainage	5	85	4.25
Earthwork/Grading	10	20	2.00
Trucking	2	50	1.00
Concrete Structures	42	32	13.44
Flatwork/Misc Concrete	0.5	80	0.40
Paving and Improvements	4	60	2.40
Electrical/Mechanical	3	20	0.60
Fence/Guardrail	1.5	60	0.90
Signing/Landscaping/Soundwall	1	60	0.60
Other/Misc Supply	20	3	0.60
TOTALS	100.0		30.24

TPZP has committed SB participation, along with identified scope, to subconsultants, subcontractors and suppliers that equates to 26.1 percent of the total contract. The balance of the 30 percent SB goal will be achieved upon completion of design and procurement of open items.

Committed SB/DVBE/DBE/MB Subcontractors/Subconsultants/Suppliers

SUBCONTRACTORS/SUPPLIERS		
Firm	Scope	% of Total Contract
Martinez Steel Corp.	Reinforcing Steel - Furnish and Install	8.58%
Valverde Construction, Inc.	Underground Utilities – Furnish and Install	3.31%
M.A. Steiner Construction	Underground Utilities – Furnish and Install	0.72%
Landavazo Bros. Inc.	Concrete – Furnish, Pump & Place	3.83%
SPER Contracting Corp.	MSE Block Walls – Furnish and Install	1.79%
Dillard Environmental Services	Trucking, Earthwork	1.40%
J. Kroeker, Inc.	Building Demo, Clearing and Grubbing	0.78%
G & C Equipment	Furnish Bridge Steel/Precast Concrete Bridge Units	3.10%
Innovative, Inc.	Flatwork Concrete	0.33%
Cor-Ray Painting Co., Inc.	Structural Steel Painting	0.10%
		SUBCONTRACTORS/SUPPLIERS SUBTOTAL – 23.94%

SUBCONSULTANTS – COLLECTIVELY 2.17% TOTAL CONTRACT	
SB Certified Firms	Firms with SB Commitment on Their Scope
CHS Consulting Group	AMEC Environment & Infrastructure
Citadel CPM, Inc.	Environmental Science Associates
Earth Mechanics, Inc.	Korea Rail Network Authority
Lee Andrews Group, Inc.	Provost & Pritchard Consulting Group
MGE Engineering, Inc.	Psomas
OPAC Consulting Engineers, Inc.	Ruettgers & Schuler Civil Engineers
Precision Civil Engineering	STV Incorporated
RailPros, Inc.	SYSTRA Consulting, Inc.
WKE Inc.	Willdan Engineering
WRECO	
SUBCONSULTANTS SUBTOTAL – 2.17%	
TOTAL – 26.11%*	

*Balance to be achieved upon completion of design and procurement of open items.



Ensuring SB Participation

Consistent with Title VI and 49 CFR § 26 best practices, TPZP will break out portions of the work scopes into work items of a size and scope to facilitate SB participation. The definition of these work items will be determined partly through extensive review and understanding of the SB firms that have expressed an interest in working with TPZP by registering as a vendor through our website. There are currently more than 900 SBs registered with TPZP, and this list grows daily. Based on the services and capabilities of SB firms, as determined through our prequalification process, including interviews with SB representatives, our team will specifically design work packages that fit the abilities of the interested SB firms.

These work packages will then be solicited to the contracting community, in some cases only to SB firms, to increase the likelihood that the SB goal will be met. TPZP has set aside several work scopes that will be targeted directly for SB participation through subcontractors, such as a significant portion of the utilities, paving, demolition, fence, and landscaping requirements. Our bidding process will include a pre-bid conference to allow interested SBs an opportunity to seek additional information about the work packages up for bid. Additionally, we will provide a reasonable time frame for bidders, particularly SBs, to respond to our solicitations. We anticipate that our outreach efforts stated in an earlier section will have also prepared SBs to be ready to participate in our bidding process, but we will continue to offer support, as needed, to facilitate participation of SBs in the bidding process.

Schedule of Awards to SBs per Year

TPZP will be developing a schedule of awards to SBs as our contracting Plan further develops. This schedule will be included in revised versions of our Plan as this information becomes available.

Outreach, Networking, Technical Assistance, and Supportive Services

It is TPZP's plan to continually reach out to the SB community to garner the interest of SB firms in contracting with the TPZP team. In some cases, SBs may not be in position to participate on the project due to various challenges such as lack of capacity, inability to meet insurance and related requirements, or other reasons.

To address these challenges, TPZP will implement an SB supportive services program, in collaboration with the CHSRA when appropriate, with the goal of enhancing SB business growth and development to increase their chances at success, both on this project and in the Central Valley marketplace in general. TPZP will collaborate with the CHSRA and various other resources that can assist SBs in increasing their capacity to bid on contract opportunities on the project and to meet the various prequalification requirements, such as bonding and insurance.

TPZP will offer educational seminars to assist SB firms to strengthen their business management capacity in areas ranging from project management to scheduling, estimating, and more. In these sessions, participants will learn what it takes to compete successfully for opportunities on the project. Initial seminar scopes specifically include the following areas:

SB Certification – Joe Hernandez, TPZP's SBO, is a former member of the California Unified Certification Program Executive Committee and has certified hundreds of small businesses during that time. TPZP will capitalize on that experience by developing a "How to Get Certified" workshop that will help potential SBs navigate the sometimes burdensome certification process.

Bonding and Insurance – TPZP will facilitate access to independent bonding and insurance lines by developing a program that includes overviews of insurance, bonding, and selected banks, which will allow qualified subcontractors to take the next step and become prime contractors. This step will increase control within the SB community and offer a more meaningful participation within the business community without being tied to a specified project or contractor.

Other Services – Seminars that address other key areas will be developed in collaboration with the CHSRA, and topics will potentially include capacity building, communications, partnering, keys to marketing and negotiations, contract administration, preparing estimates, access to capital, business counseling and training, and how to do business with TPZP and the CHSRA.

In addition to providing the above supportive services and access to technical assistance, TPZP may at times determine that certain SBs could bring value to the TPZP team, based on their abilities and work records, but the time frame needed to facilitate their meeting our contract requirements through the above supportive services will exceed the window of opportunity on the project. In such cases, TPZP will consider reducing or waiving certain requirements, such as insurance or bonding limits, to enable these SBs to participate. We feel this process is necessary to help our team meet the SB goal for the project.

Additionally, TPZP will consider providing financial assistance, in line with SB Program requirements, to better position SBs for success. In other circumstances, the TPZP team may assist SBs in obtaining equipment, supplies, or other needed materials if they cannot otherwise acquire these items. The form of this type of assistance will be unique to each SB firm and will be based on a number of factors, including primarily the likelihood of an SB to succeed if given the opportunity.

TPZP will continually assess the effectiveness of our supportive services efforts, the needs of the SB community, and our ability to successfully contract with SB firms. If needed, adjustments to the supportive services will be made to address specific obstacles identified by our team in SB participation. We will also meet quarterly with the CHSRA to review our outreach and training efforts, and we will welcome input from the CHSRA on means to increase the participation of SBs.

Innovative Added Value Supportive Services

As an added value to our supportive services, TPZP has engaged a SB firm from the Central Valley that specializes in business management/consultant services. This firm, Delegata, which introduced itself to our team at our initial outreach event, will provide various administrative support services and training to our SB subconsultants/subcontractors as needed, unique to the needs of our team's SBs. The unique role played by this firm is premised on the significant amount of administrative work needed to meet CHSRA requirements on the project, such as certified payroll, monthly SB and other reports, safety standards, etc. In an effort to assist all SB businesses on our team with any level of support that the firms themselves may not be prepared to provide, we will make Delegata available as their support. Delegata has made a name for itself providing business solutions, including the support services that TPZP seeks to provide, to several successful businesses, adding value to their bottom lines. One unique aspect of Delegata's participation is that they will be subcontracted to each SB that calls upon its services. TPZP feels this unique and creative approach to work with one SB firm to help other SB firms is a great example of our commitment, leadership, and creativity in meeting the SB goals for the project.



POST-AWARD SB PROGRAM COMPLIANCE MONITORING

Joe Hernandez (SBO) will lead the team's efforts to monitor SB contracts once they have been awarded. Contract compliance monitoring will include, but will not be limited to, the following:

- ***Establishing and maintaining the integrity of contract compliance files and incorporating contract compliance SB records into the master contract file.*** The team's SB compliance staff will work with the other team members to make sure that contract memoranda, decision memoranda, and correspondence to and from prime contractors and SB contractors are routinely reviewed, analyzed, responded to, noted in the computerized database, and properly filed in the contract file.
- ***Making sure that all SB firms awarded contracts have appropriate SB certification.*** The team will make sure that all firms projected to satisfy SB goal requirements secure appropriate certification approval. Joe Hernandez will routinely review the current certification status of the submitting firms to make sure that only certified firms participate on contracts. This individual will implement corrective action, as required, to make sure that the selected team members are apprised of the certification status of SB firms participating on contracts.
- ***Making sure that appropriate SB utilization plans have been submitted, reviewed, and approved.*** SB compliance staff will review original SB utilization plans and monitor the continued utilization of SB firms. In addition, site/field monitoring staff will notify the SBO of all contractors, suppliers, and consultants providing service on a routine basis or upon request to facilitate the complete capture of all contract participation.
- ***In the event that projected SB firms are denied certification, contract compliance staff will make sure that appropriate requests for replacement/substitution are secured.*** TPZP staff will routinely review, update, and approve all modifications to SB utilization plans. Joe will review SB participation opportunities as a result of all change orders or modifications to contracts and evaluate their impact on the SB utilization plan; this information will be relayed to the appropriate parties to make sure that we are aware of the status of SB firms participating on contracts.
- ***Making sure that appropriate periodic SB progress reports have been submitted and reviewed and that payments to SBs have been verified and approved.*** The TPZP team will make sure that periodic SB progress reports are submitted by service firms, contractors, and suppliers, as required. Such reports will be reviewed on a monthly basis to make sure that SB firms are being meaningfully employed in a manner that is consistent with the submitted SB utilization plan. Site/field monitoring staff will take direction from Joe to facilitate the timely submission of all forms. TPZP will review the periodic reports to make sure that SBs are performing on the project and are receiving payment for their services. Joe will prepare and distribute communication procedures and reports to make sure that the team members are aware of the status of SB firms participating on specific contracts.
- ***Implementing corrective actions, as required to maintain compliance.*** Joe will implement corrective actions, as required, to make sure that all interested parties are aware of the status of firms participating on contracts. These actions will be implemented by the appropriate TPZP team members.

TPZP REPORTING AND MEETINGS WITH THE CHSRA

Joe Hernandez (SBO) will be responsible for coordinating the compilation of SB participation reports. The primary goal of this reporting will be to track the dollar amounts awarded to all participating contractors under the TPZP team and to summarize SB participation in both dollar and percentage terms.

These reports will be used to keep the CHSRA informed of the level of SB involvement in the project and to demonstrate compliance with CHSRA SB Program requirements. TPZP will maintain records of all outreach efforts to SBs, including organizations contacted to identify SBs, source lists and other data used to identify SBs, lists of solicitations and responses, and records of participation in trade conferences.

Specific reports to be prepared and submitted include the following:

- TPZP will submit a “Monthly SB Subcontractors Paid Report Summary and Payment Verification Form” (Form 103) to the CHSRA no later than the 15th of each month. Information in these reports will reflect amounts actually paid to SBs.
- TPZP will submit a monthly narrative SB progress report to the CHSRA with each invoice and an annual report on or before August 1st of each year of the design-build contract term. Each report must include a narrative summary stating whether the TPZP is on target regarding the SB goal set forth in the design-build contract, whether the goal has been exceeded (stating the amount of the excess), or whether TPZP is behind target (stating the amount of the deficit) and substantiating such attainments. If any progress report shows that TPZP is behind target, or if it anticipates being behind target, the report must include satisfactory evidence of past good faith efforts undertaken and must specify additional good faith efforts planned to be taken to remedy deficiencies in meeting the SB goal in accordance with the CHSRA’s SB Program. Following review and approval of such proposed additional good faith efforts by the CHSRA, TPZP will modify its Plan accordingly.
- TPZP will promptly provide the CHSRA with the information required by contract in its “Substitution and/or Request to Add SB” form upon selection of any SB subcontractor not previously identified by TPZP. During the course of the contract, differences must be explained and resolved by either making corrections or requesting a substitution. The CHSRA will approve all SB substitution requests with written consent before TPZP implements any substitution.
- TPZP will fully comply with State laws and federal regulations regarding Prompt Payment and Retainage, Subpart C- Administrative Requirements provisions of the CHSRA SB Program. TPZP will provide evidence of such at the request of the CHSRA.

TPZP’s SBO will also coordinate quarterly meetings with the CHSRA SB Program office to review SB Program reports prepared by TPZP and to review the work, availability of SB firms ready to participate on the project, strategies, anticipated obstacles, and means to overcome obstacles.

APPENDIX A

TUTOR PERINI/ZACHRY/PARSONS SB POLICY STATEMENT

It is the policy of TPZP to ensure that SBs, as defined by the CHSRA, have an equal opportunity to receive and participate in contract opportunities with the TPZP team on the project in all aspects of the work, including design, construction, and other support services.

It is also our policy to accomplish the following:

- Create a level playing field on which SBs can compete for and perform in TPZP contracting opportunities
- Ensure nondiscrimination in the award and administration of all TPZP subcontracts
- Ensure that only firms that fully meet SB eligibility standards established by the CHSRA are permitted to participate on the project with TPZP as SBs
- Help remove procurement and contracting barriers that impede SB participation in TPZP project contracts
- Assist in the development of SBs to increase their ability to compete successfully in the market place outside the CHSRA SB Program
- Ensure that TPZP staff and TPZP subcontractors take all necessary and reasonable steps to comply with these policy objectives and the SB Program requirements.

As TPZP's SB performance plan defines, TPZP is committed to meeting the 30 percent SB goal for the project and has designated a small business officer (SBO) whose role is to develop, implement, and administer the plan in accordance with CHSRA SB requirements. The SBO will report directly to the TPZP project executive overseeing the project and will support the TPZP procurement team. Additionally, the SBO will have direct interface with each subcontractor on the project to ensure that subcontractors are aware of, and effectively implement, the plan, in compliance with CHSRA SB Program requirements.

The objectives of the TPZP plan are as follows:

- Demonstrate our commitment to meeting the 30 percent SB participation goal, inclusive of the 10 percent DBE and 3 percent DVBE participation goal.
- Define the roles and responsibilities of our SBO and SB Program support staff.
- Prescribe our approach and methodology to meeting the 30 percent SB participation goal.
- Provide, through plan updates, adjustments to our approach and methodology, as the definition is learned over time.
- Establish our partnering philosophy with small business support organizations.
- Define our reporting mechanism and interaction with CHSRA SB Program staff.
- Commit TPZP and our subcontractor team members to adhere to the SB Program requirements.

This policy statement, along with the plan, will be disseminated to all TPZP team members, including all subcontractors, which will each commit through signature to complying with these requirements.



Ron Tutor, Chairman and CEO, Tutor Perini Corporation

January 18, 2013

Date



Jean Abiassi, PE, President and COO, Zachry Construction Corporation

January 18, 2013

Date



Todd Wager, President, Parsons Transportation Group Inc.

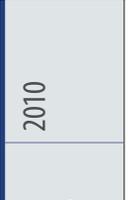
January 18, 2013

Date



Past Utilization of SB/DVBE/DBE/ MB Firms

TUTOR PERINI

Name/Location	Scope	SB Info	Owner	Compliance Officer	Year Comp.
 <p>JFK Bay Runway 13R/31L, Reconstruction, Queens, NY</p>	<p>Widening of a 14,572-foot runway from 150 to 200 feet, for a cost of \$221 million, at JFK Airport.</p> <p>INNOVATIVE MEASURES TAKEN The team worked with local small and disadvantaged businesses to encourage participation in the project by holding community outreach meetings to inform the potential subcontractors and/or suppliers of upcoming opportunities. Bond premiums were either waived or paid by Tutor Perini.</p>	<p>Goal: 10.0% Achieved: 15.9%</p>	<p>Port Authority of New York & New Jersey</p>	<p>Rob Foreman (212) 435-7818</p>	<p>2010</p>
 <p>Tappan Zee Bridge Deck Replacement, Westchester County, NY</p>	<p>Replacement of 2.5 miles of deck and superstructure for this major Hudson River crossing on the New York State Thruway, along the causeway, west deck truss, and the main truss span, for a total of 454,054 square feet of deck, at a cost of \$157 million.</p> <p>INNOVATIVE MEASURES TAKEN The team worked with local small and disadvantaged businesses to encourage participation in the project by holding community outreach meetings to inform the potential subcontractors and/or suppliers of upcoming opportunities. Bond premiums were either waived or paid by Tutor Perini.</p>	<p>Goal: 8.0% Actual: 20.7%</p>	<p>NY State Thruway Authority</p>	<p>Larry Norville (518) 417-4302</p>	<p>2010</p>
 <p>Fairfax County Parkway D-B, Fairfax County, VA</p>	<p>Construction of 1.5 miles of mainline parkway traversing the Ft. Belvoir Engineer Proving Ground and connecting the existing Fairfax County Parkway to I-95. Included major intersection with access ramps to bridge over Accotink Creek; stormwater and erosion and control, utility relocations, and HAZMAT removal.</p> <p>INNOVATIVE MEASURES TAKEN Pre-award public outreach was achieved with direct solicitation through preapproved vendors from local agencies for work scopes that could be identified from the portions of the project already designed. This was achieved with direct mailer solicitation and phone call follow-up. As design elements were completed and approved, additional work scopes and material needs were identified and additional advertisement, solicitation and ultimate contracts for additional DBE participation were concluded.</p>	<p>SWaM Goal: 25.0% SWaM Achieved: 34.8% DBE Goal: 10.0% DBE Achieved: 15.4%</p> <p><i>SWaM = Small, woman, and minority businesses, a unique VDOT goal.</i></p>	<p>FHWA/VDOT</p>	<p>Leslie Martin (703) 259-1775</p>	<p>2012</p>
 <p>I-94/Mitchell Interchange, Milwaukee, WI</p>	<p>Construction of interchange including 13 new bridges, retaining wall, 3 new tunnels, and associated work for the Mitchell Interchange. Thirteen new bridges were built including flat slab, steel and steel tub bridges, and prestressed bridges. Retaining walls up to 1,600 feet long were completed.</p> <p>INNOVATIVE MEASURES TAKEN Pre-award public outreach was achieved with direct solicitation through preapproved vendors from local agencies for work scopes that could be identified from the portions of the project. This was achieved with direct mailer solicitation and phone call follow-up. Attendance at Owner-sponsored outreach events was also done.</p>	<p>Goal: 19.0% Achieved: 19.5%</p>	<p>Wisconsin DOT</p>	<p>Oluyemi Falomo (608) 264-9528</p>	<p>2012</p>

ZACHRY



Bexar County IH 410 Nacogdoches, San Antonio, TX

Expansion of 7.6 miles of IH 410 from six to 12 lanes and four to six frontage road lanes. 275,000 tons of asphalt were laid for the entire project, line-striping was applied and noise walls were built, for a cost of \$116.8 million.

Goal: 6.0%
Actual: 10.3%

Texas Department of Transportation

Ross Mitchell
(210) 615-5848

2010

INNOVATIVE MEASURES TAKEN | Zachry participated in TxDOT's learning, information, networking, collaboration (LINC) mentor-protégé program, sharing construction industry knowledge to selected DBE protégé firms and provided information on how to do business with large prime contractors. This training helped DBE subcontractors enhance their skills and build the capacity necessary to bid and perform work on TxDOT projects.



SH 130, Segments 5&6, Lockhart, TX

Project elements include 16 million cy of earthwork, 75 bridges, 36 overpass structures, eight underpass structures, 20 stream crossings, and 12 ramps/direct connectors. Also included is a complete ITS and toll collection system.

Goal: 12.54%
Actual: 12.54%

Texas Department of Transportation

Jacqueline S. Benavides
(210) 615-5848

2012

INNOVATIVE MEASURES TAKEN | 12.54% DBE contract goal totaling \$121m; Project with the largest dollar amount going to DBEs in the state. Recognized By TxDOT with "Small Business Advocacy Award" for the development and implementation of the first Mentor Protégé Program on a concession project.



Loop 12, Dallas, TX

Loop 12 portion of the project is 0.95 miles and consists of reconstructing a six (6) lane freeway and adding capacity for future HOV/managed lanes and frontage roads. The SH 114 portion of the project is 1.85 miles and consists of widening four (4) lanes to an eight (8) lane freeway, adding two (2) reversible HOV/managed lanes for future use, and frontage roads.

Goal: 10%
Achieved: 12.2%

Texas Department of Transportation

Trena Brand
(214) 320-6180

2012

INNOVATIVE MEASURES TAKEN | Zachry participated in TxDOT's learning, information, networking, collaboration (LINC) mentor-protégé program, sharing construction industry knowledge to selected DBE protégé firms and provided information on how to do business with large prime contractors. This training helped DBE subcontractors enhance their skills and build the capacity necessary to bid and perform work on TxDOT projects.



Section 30, President George Bush Turnpike (PGBT), Rowlette, Texas

Construction of 2.7 miles of new six lane PGBT from north of future Merritt/Liberty Grove connection to south of Main Street. Section 30 includes grading, drainage structures, concrete pavement, walls, illumination, signing, toll gantry, traffic signals, utilities, pavement markings and ITS infrastructure.

Goal: 8%
Achieved: 8.5%

North Texas Tollway Authority

Anthony Coleman
(214) 461-2000

2012

INNOVATIVE MEASURES TAKEN | Participated in NTTA sponsored DMWBE outreach events and workshops to introduce DMWBE firms to project team and provide information on bid schedules for various work packages/opportunities on the project.

PARSONS



Miami International Airport New South Terminal, Miami, FL

A new five-story terminal building with baggage areas, ticketing lobbies, airline offices, concessions, and a federal inspection service facility and lounges. Aprons and taxiways required extensive utility and pavement improvements, for a cost of \$843.5 million.

Goal: 7%
Actual: 25%

Miami-Dade
Aviation
Department

Milton Collins
(305) 876-7221

2011

INNOVATIVE MEASURES TAKEN | As part of a specifically planned program, all work on Concourse H was set aside for local small businesses. This partnership with the Miami-Dade Aviation Department and county officials fostered community growth while delivering the modifications within budget.



The New I-64 Design-Build, St. Louis, MO

This \$420 million design-build project included the reconstruction of 10 miles of I-64, through St. Louis and six other cities; widened and reconstructed the entire roadway; rebuilt 38 bridges; improved 11 interchanges; and constructed extensive retaining and sound walls.

Goal: 16%
Actual: 18.6%

Missouri
Department of
Transportation

April Hendricks-
Brown
(314) 453-1872

2010

INNOVATIVE MEASURES TAKEN | Community roundtable monthly meetings were used by MoDOT before the project's award, and after the award, twice per year. These meetings kept all local stakeholders and contractors aware of DBE opportunities and schedules for bidding and fostered communication to improve the process.



Mid-City Exposition Light Rail Transit, Los Angeles, CA

The Mid-City Exposition Light Rail Transit (LRT) project is a new extension to the existing Metro system in Los Angeles, California. The project is a double-track light rail system, operating in both in-street, semi-exclusive, and exclusive rights-of-way. The project extends from the existing Metro hub at 7th/Metro Center, sharing track alignment and two existing stations with the Blue Line.

Goal: 20%
Actual: 21%

Exposition Metro
Line Construction
Authority

Rick Thorpe
(213) 243-5501

2011

INNOVATIVE MEASURES TAKEN | Formal Partnering/mentoring with Parsons assisted Togo Systems in starting their business and provided them with their first contract. The 13 DBE design subs overall provided quality work.



Intercounty Connector, Contract B, Maryland

The \$560 million design-build project will provide new construction of a seven-mile segment for a six-lane toll road for the Intercounty Connector. The project includes a diamond interchange, a single-point interchange, and 10 new bridges.

Goal:
13.34%
(design)
Actual:
18.27%
(design)

Maryland
State Highway
Administration

Karen Williford
(301) 586-9268

2011

INNOVATIVE MEASURES TAKEN | The scope for work for subconsultants, which was negotiated before the contract began, remained unchanged with change orders. When work was added which was in the subconsultants' scope we negotiated contract change orders to add the work to their scope.