



January 30, 2013

SENT VIA E-MAIL

Jerry Brown
Tutor Perini/Zachry/Parsons
15901 Olden Street
Sylmar, CA 91342
Email: Jerry.Brown@tutorperini.com

Board Members:

Dan Richard
Chairperson

Lynn Schenk
Vice-Chairperson

Thomas Richards
Vice-Chairperson

Jim Hartnett

Michael Rossi

Thomas J. Umberg

Jeff Morales
Chief Executive Officer

Re: California High Speed Train Project Proposal Clarifications and Questions

Dear Mr. Brown:

We are in receipt of the Proposal submitted by Tutor Perini/Zachry/Parsons ("Proposer") on or before the due date of January 18, 2013.

The California High Speed Rail Authority (the "Authority") has commenced evaluation of the Proposal and has identified the requests for clarification and information set forth on Attachment 1 hereto. Please note that the Authority has not completed its review of the Proposal and, accordingly, reserves the right to issue further communications posing additional questions and/or requesting additional clarifications or materials.

To the extent the clarifications or information sought by this request relate to Proposal responsiveness or pass/fail evaluation criteria, submission of responsive information and clarifying materials by Proposer in response to this letter will not automatically result in a finding of responsiveness or a "pass" on the pass/fail evaluation criteria. The Authority reserves the right to complete its responsiveness and pass/fail evaluation in its entirety before making such determinations.

The Authority asks that responses and/or clarifying materials be submitted by Proposer to the Authority no later than 12:00 p.m. (pst) on February 1, 2013 at the following address:

California High-Speed Rail Authority

Attention: Tammy Thomas, Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814
Email address: RFPCP01@hsr.ca.gov

JERRY BROWN
GOVERNOR



Please submit one original and 2 copies of all clarifying materials unless otherwise set forth on Attachment 1. Materials may be submitted by mail, courier, e-mail or fax (if by e-mail or fax, with a hard copy original and two copies sent by overnight courier). Failure to comply with this deadline may result in the completion of the responsiveness/pass-fail and/or substantive technical review without regard to such materials.

Nothing in this letter modifies or alters the terms of the RFP, including the Authority's reserved rights thereunder, and such terms shall remain in full force and effect.

Regards,



Tammy Thomas
California High Speed Rail Authority
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814
916.403.2676

ATTACHMENT 1
CALIFORNIA HIGH SPEED TRAIN PROJECT
PROPOSAL REVIEW
RFP NO. HSR 11-16
Tutor Perini | Zachry | Parsons

1. **No Material Change Certification** – for Parsons Corporation and Parsons Transportation Group Inc., please resubmit the No Material Change Certification stating that there has not been a Material Change, and none are anticipated, in the financial condition, corporation form (i.e., significant mergers, acquisitions, reorganizations, etc.), market capitalization, or potential liabilities (e.g., current or pending claims or litigation) since the SOQ submission signed by the Chief Financial Officer or Treasurer. rec'd 11/30/13
2/4/13

2. **Guarantor Letter of Support** – for Parsons Corporation, please submit a Guarantor Letter of Support in accordance with 9.2.3 of Book 1, Part A of the RFP stating that the Guarantor will provide a performance guaranty in the form as set forth in Book 2, Part A, Attachment G of the RFP, and that it will financially support all the obligations of the Proposer with respect to the Project. The Guarantor Letter of Support should be signed by either the Chief Financial Officer or the Treasurer. rec'd 2/4/13

3. **Credit Rating** – for Parsons Corporation, please either 1) submit a letter certifying that no credit rating(s), including credit rating outlook(s), have been issued or changed since the SOQ, signed by the Chief Financial Officer or Treasurer, or 2) if there have been any credit rating(s), including credit rating outlook(s), issued or changed since the SOQ, submit a copy of the credit rating. rec'd 2/4/13

4. **Credit Rating** – for Tutor Perini, please either 1) submit a letter certifying that no credit rating(s), including credit rating outlook(s), have been issued or changed since the SOQ, signed by the Chief Financial Officer or Treasurer, or 2) if there have been any credit rating(s), including credit rating outlook(s), issued or changed since the SOQ, submit a copy of the credit rating. rec'd 2/4/13

CHSRA RFP No. HSR 11-16; Request for Clarification #1

RFPcp01

Sent: Wednesday, January 30, 2013 11:15 AM
To: jerry.brown@tutorsaliba.com; jerry.brown@tutorperini.com
Cc: Tammy Thomas; Anna Castillo [Anna.Castillo@tutorperini.com]
Attachments: CHSRA_RFP_Request for Clar~1.pdf (415 KB)

Attached please find the Request for Clarification #1 from the California High-Speed Rail Authority regarding your proposal to RFP No. HSR 11-16. Questions regarding the this request should be directed to Tammy Thomas at 916-403-2676.

Thank you.

RE: CAHSR CP 1 - Request for Additional Financial Information

RFPcp01

Sent: Thursday, January 31, 2013 1:08 PM**To:** Jerry Brown [Jerry.Brown@tutorsaliba.com]**Cc:** Anna Castillo [Anna.Castillo@tutorperini.com]; Stephen Buschmeyer [Stephen.Buschmeyer@tutorperini.com]; Davis, Robert [Robert.Davis@parsons.com]; Tammy Thomas

Mr. Brown:

Thank you for your prompt response. Per the Instruction to the Proposers, please provide the credit rating reports if the credit rating(s), including credit rating outlook(s), of Tutor Perini has been issued or changed since the SOQ submission. Copies of the rating service reports are sufficient to address our request.

However, if credit rating(s) have not been issued or changed since the SOQ submission, please provide a statement from the Chief Financial Officer or Treasurer stating that no credit rating(s), including credit rating outlooks, have been issued or changed since the SOQ submission.

Thank you,
Tammy Thomas

From: Jerry Brown [Jerry.Brown@tutorsaliba.com]**Sent:** Thursday, January 31, 2013 10:13 AM**To:** RFPcp01**Cc:** Anna Castillo; Stephen Buschmeyer; 'Davis, Robert'**Subject:** CAHSR CP 1 - Request for Additional Financial Information

Ms. Tammy Thomas,

Our JV is preparing a response to the Jan. 30th. request from the Authority for additional information.

The request asks for submittal of one original and 2 copies of all clarifying materials.

In the case of the request for Credit Rating(s) for Tutor Perini we can provide copies from the ratings services but do not have originals to provide.

After we e-mail or fax copies of the Credit Ratings by noon tomorrow, Feb. 1st. we can over-night these copies to your attention.

Will this be sufficient to meet your request for the Tutor Perini Credit Rating(s)?

Please respond by e-mail or calling our corporate office.

Thank You.

Gerald W. (Jerry) Brown

Vice President Heavy/Civil Division

Tutor Perini Corporation | p. 818-362-8391- Ext.5522 | f. 818-364-8030

15901 Olden Street | Sylmar, CA 91342

Jerry.Brown@tutorperini.com/jerryb@tutorsaliba.com

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Via Overnight Mail and email RFPCP01@hsr.ca.gov

February 01, 2013

Tammy Thomas, Contract Specialist
California High-Speed Rail Authority
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814

**Reference: Request for Proposal for Design-Build Services
Initial Construction Section – Construction Package #1**

**Subject: California High Speed Train Project Proposal Clarifications and
Questions**

Ladies and Gentlemen:

In accordance with your letter of January 30, 2013 (attached), Tutor Perini / Zachry / Parsons, a Joint Venture hereby submits our replies to your clarifications and questions.

1. **No Material Change Certification from Parsons Corporation** – an original and two (2) copies stating that no Material Changes have occurred since the submission of the Statement of Qualifications are attached.

No Material Change Certification from Parsons Transportation Group Inc. – three (3) copies stating that no Material Changes have occurred since the submission of the Statement of Qualifications are attached. The original is being sent under separate cover directly from Parsons Transportation Group Inc.

2. **Guarantor Letter of Support from Parsons Corporation** – an original and two (2) copies in accordance with 9.2.3 of Book 1, Part A are attached.
3. **Credit Rating from Parsons Corporation** – an original and two (2) copies stating that Parsons Corporation does not have, nor does it maintain a credit rating are attached.
4. **Credit Rating from Tutor Perini Corporation** – three (3) copies of the current credit rating from both Moody's Investors Service and Standard & Poor's Ratings Services are attached along with a CFO Letter stating that there has been no change in these ratings since they were issued.

Tutor Perini/Zachry/Parsons, a Joint Venture

Should you have any questions or require any additional information regarding this matter, please do not hesitate to contact Mr. Jerry Brown by phone at (818) 362-8391 or by email at Jerry.Brown@tutorperini.com.

Sincerely,

Tutor Perini/Zachry/Parsons, a Joint Venture



Ronald N. Tutor
Chairman and Chief Executive Officer
Tutor Perini Corporation
Joint Venture Committee Representative

Enclosures

January 31, 2013

Elizabeth Stone
Contracts Officer
California High Speed Rail Authority
770 L. Street, Suite 800
Sacramento, CA 95814

RE: California High-Speed Rail Authority Initial Construction Section, Construction Package #1, Fresno, California, Contract No. HSR 11-16

Dear Ms. Stone:

As Treasurer of Parsons Transportation Group Inc., I hereby certify that there has not been a Material Change, and none are anticipated, in the financial condition, corporation form (i.e., significant mergers, acquisitions, reorganizations, etc.), market capitalization, or potential liabilities (e.g., current or pending claims or litigation) since the Statement of Qualifications submission in December 2011.

Please do not hesitate to contact me at (704) 942-7977, if I can be of assistance in connection with your review of the submitted information.

Sincerely,



Carol L. Mastoris
Treasurer and SVP

Enclosures as noted

Parsons Corporation

100 West Walnut Street • Pasadena, California 91124 • (626) 440-2000 • Fax: (626) 440-2630 • www.parsons.com

January 30, 2013

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

Reference: California High-Speed Rail RFP 11-RS-W-2014

Dear Ms. Stone,

As Chief Financial Officer of Parsons Corporation, I hereby certify that there has not been a Material Change, and none are anticipated, in the financial condition, corporation form (i.e., significant mergers, acquisitions, reorganizations, etc.), market capitalization, or potential liabilities (e.g., current or pending claims or litigation) since the Statement of Qualifications submission in December 2011.

Sincerely,



George L. Ball
Executive Vice President, Chief Financial Officer
and Treasurer

PARSONS

100 W. Walnut Street • Pasadena, California 91124 • (626) 440-2000 • Fax: (626) 440-2630 • www.parsons.com

January 31, 2013

Ms. Elizabeth Stone
Contracts Office
California High Speed Rail Authority
770 L. Street, Suite 800
Sacramento, CA 95814

Reference: California High-Speed Rail RFP 11-RS-W-2014

Dear Ms. Stone:

In accordance with 9.2.3 of Book 1, Part A of the Request for Proposal (RFP), Parsons Corporation, as Guarantor for Parsons Transportation Group Inc., hereby agrees to provide a performance guaranty in the form as set forth in Book 2, Part A, Attachment G of the RFP, and financially support all the obligations of the Proposer with respect to the Project.

Sincerely,



George L. Ball
Executive Vice President, Chief Financial Officer
and Treasurer

PARSONS

Parsons Corporation

100 West Walnut Street • Pasadena, California 91124 • (626) 440-2000 • Fax: (626) 440-2630 • www.parsons.com

January 30, 2013

Elizabeth Stone
Contracts Office
California High Speed Rail Authority
770 L. Street, Suite 800
Sacramento, CA 95814

Reference: California High-Speed Rail Authority Initial Construction Section,
Construction Package #1, Fresno, California, Contract No. HSR 11-16
Parsons Corporation Credit Rating

Dear Ms. Stone,

As Treasurer of Parsons Corporation, I hereby certify that Parsons Corporation does not have, nor does it maintain, a credit rating.

Sincerely,



Angelle M. Roussel
Vice President and Treasurer

Tutor Perini Corporation
15901 Olden Street
Sylmar, CA 91342
Tel: 818/362-8391 Fax: 818/367-9574
E-mail: mike.kershaw@tutorperini.com

Tutor Perini

Over a Century of Excellence

Michael J. Kershaw
Executive Vice President
Chief Financial Officer

January 31, 2013

Tammy Thomas, Contracts Office
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

Attn: Tammy Thomas, Contracts Office

Re: California High Speed Train Project Proposal Clarifications and Questions

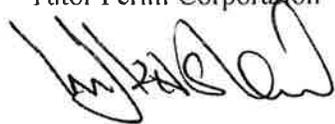
Pursuant to your letter dated January 30, 2013 on the above-captioned subject matter, attached please find a copy each of the credit rating report and outlook for Tutor Perini Corporation ("TPC") issued since the SOQ as follows:

- Moody's Investors Service Credit Opinion dated September 17, 2012; and,
- Standard & Poor's Ratings Direct dated August 17, 2012.

I certify that TPC's credit ratings (Ba3 by Moody's and BB- by Standard and Poor's) and credit outlook ("stable" by both Moody's and Standard & Poor's) have not changed since the issuance of the attached credit rating agency reports.

Very truly yours,

For and on behalf of
Tutor Perini Corporation



Michael J. Kershaw
Executive Vice President and Chief Financial Officer

MOODY'S

INVESTORS SERVICE

Credit Opinion: Tutor Perini Corporation

Global Credit Research - 17 Sep 2012

Sylmar, California, United States

Ratings

Category	Moody's Rating
Outlook	Stable
Corporate Family Rating	Ba3
Senior Unsecured	B1/LGD5
Speculative Grade Liquidity	SGL-3

Contacts

Analyst	Phone
Michael Corelli/New York City	212.553.1654
Brian Oak/New York City	212.553.2946

Key Indicators

[1]Tutor Perini Corporation	6/30/2012(L)	12/31/2011	12/31/2010	12/31/2009	12/31/2008
Total Revenue (USD Million)	\$4,179.1	\$3,716.3	\$3,199.2	\$5,152.0	\$5,660.3
EBITA (USD Million)	\$197.8	\$208.9	\$194.4	\$246.3	\$249.5
Debt / EBITDA	3.4x	3.3x	2.3x	0.9x	0.8x
(Cash + Mkt. Securities) / Debt	21.6%	24.5%	93.0%	145.9%	190.4%
EBITA / Interest Expense	3.1x	3.8x	8.4x	10.8x	8.5x
FFO / Debt	16.9%	20.1%	31.1%	78.4%	93.3%

[1] All ratios are calculated using Moody's Standard Adjustments.

Note: For definitions of Moody's most common ratio terms please see the accompanying [User's Guide](#).

Opinion

Corporate Profile

Tutor Perini Corporation ("Tutor Perini") is headquartered in Sylmar, California and provides general contracting, construction management and design-build services to public and private customers primarily in the United States. Tutor Perini's revenue for the trailing twelve months ended June 30, 2012 was approximately \$4.2 billion and its backlog was \$5.85 billion. The company reports its results in four segments: Building (39% of LTM revenue; 37% of backlog), which handles large projects in the hospitality and gaming, sports and entertainment, educational, transportation and healthcare markets; Civil (28%; 33%) is engaged in public works construction including the repair, replacement and reconstruction of highways, bridges and mass transit systems; Specialty Contractors (28%; 25%) provides mechanical, electrical, plumbing and heating installation services; and Management Services (5%; 5%) provides construction and design-build services to the U.S. military, government agencies, and corporations.

Rating Drivers

- Elevated leverage remains in place from 2011 acquisition strategy

- Weak recent earnings trends, but should improve in 2H12
- Sizeable fixed price contract exposure in a competitive sector
- Leading position in construction services across diverse end markets
- Revised covenants provide increased flexibility

SUMMARY RATING RATIONALE

Tutor Perini's Ba3 corporate family rating primarily reflects its elevated leverage of roughly 3.4x, relatively thin margins and significant exposure to fixed-price construction contracts. The company is also exposed to contingent risks associated with periodic contract disputes and has a liquidity profile that provides only modest cushion against unforeseen shocks. The company does benefit from meaningful scale, a good market position and diversity across a number of US non-residential building and civil infrastructure construction segments. Near term revenue visibility is also good, supported by recent booking trends and a backlog of approximately 1.4x trailing twelve month revenue.

DETAILED RATING CONSIDERATIONS

LEVERAGE REMAINS ELEVATED FROM 2011 ACQUISITION STRATEGY

Tutor Perini significantly increased its leverage with the completion of seven acquisitions in 2011 for a total cost of approximately \$683 million, including \$478 million in cash plus \$205 million in assumed debt, notes payable to sellers, contingent payouts and holdbacks. These acquisitions were funded with proceeds from the issuance of \$300 million of senior unsecured notes in October 2010 and a new \$200 million term loan that was established in August 2011. The acquisitions were pursued in conjunction with the company's strategy to become more vertically integrated, to enhance its competitive position, expand its project capabilities and its position in higher margin contractor services and to increase its geographic coverage. We believe the acquisitions have provided a positive contribution to the company's business profile. However, the company's decision to fund the acquisitions largely with debt has contributed to an increase in the company's leverage ratio to 3.4x. It has also reduced the company's interest coverage ratio (EBITA/Interest Expense) to 3.1x including Moody's standard adjustments.

WEAK EARNINGS TRENDS, BUT SHOULD IMPROVE IN 2H12

Tutor Perini's operating performance in 1H12 was very weak with EBITDA of \$87 million including Moody's standard adjustments. The \$87 million of EBITDA represented a decline of 47% versus EBITDA of \$164 million in 2H11. The company attributed the weak first half operating results to very competitive market conditions, lower volumes, project delays, under absorption of general and administrative expenses and the favorable close out of projects in 2H11. These factors particularly weighed on the company's legacy Building and Management Services Groups. These operations reported an operating loss of \$20 million in the first half versus operating income of \$44 million last year as revenue declined by 21%. The weakness in these two groups more than offset a solid contribution from the company's Civil and Specialty Contractors Groups, which benefited significantly from the 2011 acquisitions. These operations reported operating income of \$82 million versus \$31 million last year as revenue increased by 148%.

We remain cautious over the near term path of Tutor Perini's operating results given the volatility of its legacy operations. The company's earnings may remain somewhat pressured near term as the company faces the possibility of continued delays in project awards and as they work on a project portfolio that is currently at a less mature stage and includes a greater proportion of competitively-priced Building Group projects. The early stage of many projects will likely limit the company's ability to realize margin enhancement from contingency releases and change orders. Nonetheless, given the company's strong backlog level and favorable recent booking trends, it is possible that the Building and Management Services Groups could achieve substantially improved results in 2H12. The Building Group could also show significant improvement in 2013 as the group's project portfolio seasons. These factors could be somewhat mitigated by very difficult comparisons in 2H12 for the company's Civil and Specialty Contractors Groups, which reported very strong results in 2H11.

WEAK 1H RESULTS AND SHARE PRICE DECLINE LEAD TO IMPAIRMENT CHARGES AND COVENANT BREACH

Tutor Perini's weak 1H12 results led to a significant decline in cash flows versus prior expectations and was likely the reason behind a substantial decline in the company's share price. These factors forced the company to

perform an interim goodwill and intangible asset impairment test, which resulted in the company recording a goodwill impairment charge of \$321.1 million and an intangible asset impairment charge of \$55.5 million. The recording of these charges resulted in a breach of the company's minimum fixed charge and maximum leverage ratio covenants. This necessitated the negotiation of an amendment to the company's credit agreement, which included a waiver of the covenant breach and the establishment of more lenient debt covenants. The new covenants include more favorable minimum fixed charge and maximum leverage ratios and a modified minimum net worth covenant that cannot be less than the sum of (i) 85% of the consolidated net worth as of March 31, 2012 less actual goodwill and intangible asset impairment charges taken on or before September 30, 2012, not to exceed \$450.0 million; (ii) an amount equal to 50% of net income for each fiscal quarter ending after June 30, 2012 (with no deduction for net losses); and (iii) an amount equal to 100% of the aggregate amount of all equity issuances after June 30, 2012 that increase stockholder's equity. We expect the company to have ample cushion under the new covenants as long as operating results improve within the next six months. The cushion on the fixed charge and leverage ratio covenants could become tighter if operating results do not improve in 2H12 since the strong 2H11 results will be dropping out of the LTM covenant calculations. In addition, the net worth covenant could become an issue if the company has to take additional goodwill or intangible asset impairment charges that exceed \$73.4 million. The company did have \$571 million of goodwill and \$134 million of net intangible assets at June 30, 2012, however only \$10.5 million of the goodwill was related to the company's underperforming Building Group.

SIZEABLE FIXED PRICE CONTRACTS AND INCREASED COMPETITION COULD PRESSURE THIN MARGINS

The company has material exposure to fixed price contracts, which represent approximately 70% of the backlog at June 30, 2012. Although management has profitably bid and executed on its fixed price contracts in the past few years and embedded margins are typically higher on fixed-price contracts than on cost-plus contracts, these contracts carry the incremental risk of not being completed on a profitable basis. This can lead to periodic charges to earnings and a reduction in margins that are already thin relative to many other sectors. Also, Tutor Perini operates in intensely competitive and fragmented markets where there are numerous contractors with strong capabilities. Available capacity within the construction sector has increased during the recent economic downturn and remains substantial, which may continue to compress margins near term, particularly for smaller-sized projects.

LEADING POSITION IN CONSTRUCTION SERVICES ACROSS DIVERSE END MARKETS

Tutor Perini's Ba3 rating benefits from its solid market position as one of the largest contractors for non-residential buildings and civil infrastructure projects in the US. Although 39% of its LTM revenue is derived from large non-residential construction projects (Building Group), this segment has diverse exposure to both the private and public sectors as well as across several end markets. The company also benefits from its ability to provide a wider range of services than some of its competitors due to the recent acquisitions of contractors that provide HVAC, mechanical, electrical and plumbing installation services. The company's Civil Group is well-positioned to complete projects that are generally large, complex and require a high degree of financial strength to obtain bonding. The company has bonding capacity of approximately \$5 billion. Tutor Perini is also the largest contractor on the island of Guam where it primarily provides construction and design-build services for the US military and government agencies and is one of several contractors eligible to bid for components of large military contracts.

CONTINGENT RISKS

Tutor Perini filed a lawsuit against MGM in March 2010 to settle the final payment on the CityCenter construction project that was completed in December 2009. The company has indicated that approximately \$192 million remains owed to it and its subcontractors, of which roughly \$61 million represents the subcontractor portion that is non-recourse to the company. These amounts include pass-through receivables for subcontractor billings for contractor work and retention and other requests for additional work performed. MGM has asserted that it believes it owes substantially less than the claimed amount and that it has claims for losses in connection with the construction of the Harmon Hotel and is entitled to unspecified offsets for other work on the project. According to MGM, the total of the offsets and the Harmon Hotel claims exceed the amount claimed by the company. The management of Tutor Perini has estimated the total recovery on this project, which has been recorded on its income statement to date. Therefore, it is possible that future results could be impacted by unexpected legal outcomes.

Liquidity

Tutor Perini's SGL-3 liquidity rating reflects it's adequate, but somewhat limited liquidity based on the risks inherent

in the industry. The company had an unrestricted cash balance of approximately \$75 million, a joint venture cash balance of approximately \$110 million and auction rate securities of \$46 million at June 30, 2012. The company also had \$257.3 million of availability under its \$300 million committed bank credit facility due 2016, which had \$42.5 million of borrowings and \$0.2 million of letters of credit outstanding. We believe working capital investments will likely continue to limit free cash flow generation in 2H12. However, the company's aggregate liquidity sources should approximate \$300 million at the end of 2012, which should be adequate to fund day to day operations and any unforeseen contingencies. It is possible that free cash flow could turn positive in 2013 as projects mature and begin to generate enough cash to absorb fixed overhead costs. We expect the company to use most of their excess cash to pay down borrowings on the revolver to ensure they stay in compliance with debt covenants.

Rating Outlook

The stable outlook signals that Tutor Perini's operating performance is likely to improve in the second half of 2012 based on the company's sizeable backlog and that free cash flow will improve in 2013 as projects mature and begin to generate enough cash to absorb fixed overhead costs.

What Could Change the Rating - Down

A downgrade could occur if the Building Group's operating losses persist and continue to weigh on the consolidated margins of the company. Downward rating pressure could also develop if Debt/EBITDA rises above 4.0x and EBITA/Interest Expense declines below 2.0x on a sustainable basis.

What Could Change the Rating - Up

An upgrade in the near-term is unlikely. However, positive rating pressure could develop if the company's speculative grade liquidity rating (SGL) improves to SGL-2, or if the company's Debt/EBITDA declines below 3.0x and its EBITA/Interest Expense rises above 3.0x on a sustainable basis.

Other Considerations

MAPPING TO MOODY'S GLOBAL CONSTRUCTION METHODOLOGY

Tutor Perini maps to a Ba2 outcome under Moody's Global Construction Methodology based on our 12 to 18 month expectation of its results.

Rating Factors

Tutor Perini Corporation

Global Construction [1][2]	Current LTM 6/30/2012		[3] Moody's 12-18 month Forward View	
	Measure	Score	Measure	Score
Factor 1: Scale and Profitability (25%)				
a) Total Revenue (USD Million)	\$4,179.1	Ba	\$4,200 - \$4,500	Ba
b) EBITA (USD Million)	\$197.8	B	\$200 - \$230	B
Factor 2: Business Profile (35%)				
a) Geographic Diversity	Ba	Ba	Ba	Ba
b) Segment Diversity	B	B	B	B
c) Order Backlog / Revenue	Ba	Ba	Ba	Ba
Factor 3: Financial Policy (15%)				
a) Financial Policy	Ba	Ba	Ba	Ba
Factor 4: Financial Strength (25%)				
a) Debt / EBITDA	3.4x	Ba	3.0x-3.3x	Ba
b) (Cash + Mkt. Securities) / Debt	21.6%	B	23.0%	B
c) EBITA / Interest Expense	3.1x	Ba	3.2x	Ba
d) FFO / Debt	16.9%	B	14.5% - 15%	B
Rating:				
a) Indicated Rating from Grid		Ba3		Ba3
b) Actual Rating Assigned				Ba3

[1] All ratios are calculated using Moody's Standard Adjustments. [2] As of 6/30/2012(L); Source: Moody's Financial Metrics [3] Represents Moody's forward view; not the view of the issuer and does not incorporate significant acquisitions or divestitures

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RatingsDirect®

Summary:

Tutor Perini Corp.

Primary Credit Analyst:

Nishit K Madlani, New York (1) 212-438-4070; nishit_madlani@standardandpoors.com

Secondary Contact:

Robyn P Shapiro, New York (1) 212-438-7224; robyn_shapiro@standardandpoors.com

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Rationale

Outlook

Related Criteria And Research

Summary:

Tutor Perini Corp.

Credit Rating: BB-/Stable/--

Rationale

The ratings on Sylmar, Calif.-based construction company Tutor Perini Corp. reflect Standard & Poor's Ratings Services' assessment of the company's "significant" financial risk profile and its "weak" business risk profile. The company operates in the highly competitive and cyclical engineering and construction sector with geographic concentration--almost all revenues come from the U.S.--and limited end-market diversity. However, over the next two years, we expect an increasing number of civil construction projects to enable the company to achieve an EBITDA margin of about 4.5% to 5%, allowing it to maintain debt (adjusted for pensions and operating leases) to EBITDA of about 3x.

We expect some near-term pressure on earnings and cash flow as a result of timing issues related to business awards and the start of new projects. The company recently reported a noncash impairment charge of about \$377 million--about 35% of year--ended Dec. 31, 2011 balances on its goodwill and intangible assets. This was mainly a result of an impairment test triggered by a sustained decrease in the stock price and delays in the timing of projected cash flows. As per our estimates, this could lead to EBITDA margins dropping to about 4.5% till early 2013 (as compared with 6.2% in 2011), given the potential for continued underabsorption of general and administrative expenses, especially in its Building group. We believe this is likely because of the start-up phase of many awards and an unfavorable change in new project margin mix toward the highly competitive private market.

Over the longer term, we expect the company to sustain its current meaningful share in engineering and construction end markets, which exhibit above-average business risks. The company is highly exposed to the challenging commercial construction market--our economists forecast nonresidential construction will remain roughly flat in 2013 with some improvement in 2014. Eventually, the need to update aging infrastructure should provide a more stable revenue stream in this segment.

After recent acquisitions, over 70% of the company's current backlog (on June 30, 2012) is under fixed-price contracts (compared with 57% at the end of 2010), mostly government contracts. We view these types of contracts as more risky than cost-reimbursable work because of the possibility of cost overruns, notwithstanding the possibility of better margins. However, we believe future earnings are likely to benefit from recent large contracts won in Tutor's civil and specialty contractors segments (which have significantly higher margins than its building business).

Nevertheless, we will carefully monitor Tutor Perini's performance, given higher prospects for the weaker year-over-year margins and the potential use of cash in 2012. The inherent cash flow volatility is attributable to the business model, given the uneven flow of awards and completion into cash flows, which can spur significant working capital swings. However, under our base-case for EBITDA margins of about 4.5% to 5%, given its minimal capital

expenditure requirements, the company should generate modest free cash flow over the longer term.

In our base case, we estimate leverage rising to over 3.5x over the next few quarters but recovering to about 3.0x by the end of 2013, with FFO to debt of more than 20% as earnings and cash flow improve. For the rating, we consider debt to EBITDA of less than 3.5x and FFO to debt of about 20% to be appropriate. We view the company's financial policy as aggressive, given a series of debt-funded acquisitions in 2011. The ratings do not incorporate any expectation of significant acquisitions in the next year or so. Our assessment of the financial risk profile also incorporates our view of the inherent risk of the concentration of ownership by CEO Ronald N. Tutor, who owns about 21% of the company, down from 40% in 2010. The amended shareholder agreement between the company and Mr. Tutor allows him to sell his entire ownership stake in the company. We view the amendment as a negative signal to Tutor Perini's investors even though an ownership safeguard was also put in place to prevent any person or group amassing a significant stake in the company from these sales.

Liquidity

We believe Tutor-Perini has "adequate" sources of liquidity to cover its needs in the next year, even if its EBITDA declines unexpectedly. The company has manageable upcoming debt maturities. Recently, the company amended its existing credit agreement to modify the financial covenants under agreement to allow for more favorable ratios and obtain a waiver of compliance with the covenants of the credit agreement for the period ended June 30, 2012.

Our assessment of the company's liquidity profile incorporates the following expectations and assumptions:

- We expect the company's sources of liquidity, including cash and facility availability, to exceed its uses by 1.2x or more over the next 12 months.
- We expect net sources to remain positive, even if EBITDA declines by 15%.
- We believe it could absorb low-probability, high-impact shocks.
- After the amendment, we believe the company's financial position and credit arrangements are sufficient to support about a 10% to 15% cushion on its covenants over the next 12 months, especially given its current backlog and anticipated new work.

On June 30, 2012, the company had about \$185 million in unrestricted cash--including \$110 million cash available only for joint venture-related uses--and \$257 million of availability under its \$300 million revolver, which matures in August 2016. Over the next 12 months, we believe this is adequate to cover the potential volatility in earnings stemming from more fixed-price contracts (from cost-overflow risk) and the inconsistent nature of project awards and completion, which could produce meaningful working capital swings. The refinanced credit facility also includes a \$200 million term loan. We think debt maturities are manageable until 2017 and surety bond capacity is adequate.

Recovery analysis

Our rating on the \$300 million senior unsecured notes is 'BB-', the same as the corporate credit rating. The recovery rating is '4', indicating our expectation of an average (30% to 50%) recovery in a payment default. (See the recovery report on Tutor Perini published Oct. 25, 2011, on RatingsDirect).

Outlook

The outlook is stable. We expect government project spending and a rising number of civil construction projects to somewhat offset weakness in commercial construction end markets. This should allow the company to maintain debt to EBITDA in the range of 3.0 to 3.5x over the next 12 months.

We could lower the rating if EBITDA margins were consistently below 4.5%, resulting in sustained debt to EBITDA greater than 3.5x with prospects for sustained negative free cash flow. This could occur from higher volatility than we expect in earnings and meaningful working capital swings.

We could consider raising the rating if we expect the company to maintain leverage of less than 2.5x with consistent free cash flow to debt of about 8% to 10%, over the business cycle, and if we expect the company to pursue a less aggressive financial policy.

Related Criteria And Research

- Economic Research: U.S. Economic Forecast: Ain't No Cure For The Summertime Blues, July 17, 2012
- Liquidity Descriptors For Global Corporate Issuers, Sept. 28, 2011
- Business Risk/Financial Risk Matrix Expanded, May 27, 2009
- 2008 Corporate Criteria: Analytical Methodology, April 15, 2008

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McGRAW-HILL

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:

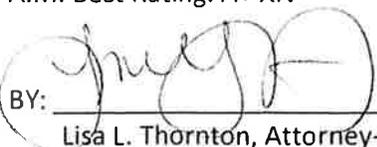
Please be advised that Tutor Perini/Zachry/Parsons, a Joint Venture is a joint venture composed of three participants: Tutor Perini Corporation, Zachry Construction Corporation and Parsons Transportation Group Inc. Travelers Casualty and Surety Company of America, Liberty Mutual Insurance Company, Zurich American Insurance Company, Fidelity and Deposit Company of Maryland, 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.

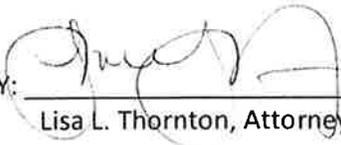
Sincerely,
Travelers Casualty and Surety Company of America
Lead Co-Surety
One Tower Square, 2S2B, Hartford, CT 06183
A.M. Best Rating: A+ XIV

BY: 

Lisa L. Thornton, Attorney-in-Fact

(Seal)

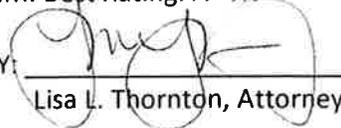
Liberty Mutual Insurance Company
175 Berkeley Street, Boston MA 02116
A.M. Best Rating: A XV

BY: 

Lisa L. Thornton, Attorney-in-Fact

(Seal)

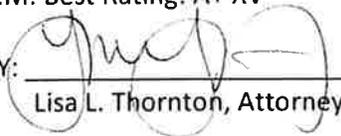
Zurich American Insurance Company
1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196
A.M. Best Rating: A+ XV

BY: 

Lisa L. Thornton, Attorney-in-Fact

(Seal)

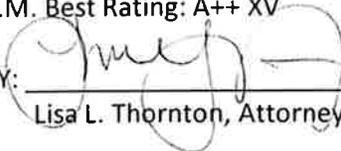
Fidelity and Deposit Company of Maryland
1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196
A.M. Best Rating: A+ XV

BY: 

Lisa L. Thornton, Attorney-in-Fact

(Seal)

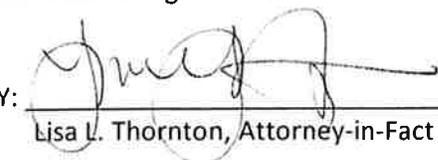
Federal Insurance Company
15 Mountain View Road, Warren, NJ 07059
A.M. Best Rating: A++ XV

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)



February 1, 2013

SENT VIA E-MAIL

Board Members:

Dan Richard
Chairperson

Lynn Schenk
Vice-Chairperson

Thomas Richards
Vice-Chairperson

Jim Hartnett

Michael Rossi

Thomas J. Umberg

Jeff Morales
Chief Executive Officer

Jerry Brown
Tutor Perini/Zachry/Parsons JV
15901 Olden Street
Sylmar, CA 91342
Email: Jerry.Brown@tutorperini.com

Re: California High Speed Train Project Proposal Clarifications and Questions

Dear Mr. Brown:

We are in receipt of the Proposal submitted by Tutor Perini/Zachry/Parsons JV ("Proposer") on or before the due date of January 18, 2013.

The California High Speed Rail Authority (the "Authority") has commenced evaluation of the Proposal and has identified the requests for clarification and information set forth on Attachment 1 hereto. Please note that the Authority has not completed its review of the Proposal and, accordingly, reserves the right to issue further communications posing additional questions and/or requesting additional clarifications or materials.

To the extent the clarifications or information sought by this request relate to Proposal responsiveness or pass/fail evaluation criteria, submission of responsive information and clarifying materials by Proposer in response to this letter will not automatically result in a finding of responsiveness or a "pass" on the pass/fail evaluation criteria. The Authority reserves the right to complete its responsiveness and pass/fail evaluation in its entirety before making such determinations.

The Authority asks that responses and/or clarifying materials be submitted by Proposer to the Authority no later than 12:00 p.m. (PST) on February 6, 2013 at the following address:

California High-Speed Rail Authority
Attention: Tammy Thomas, Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814
Email address: RFPCP01@hsr.ca.gov

Please submit one original and 2 copies of all clarifying materials unless otherwise set forth on Attachment 1. Materials may be submitted by mail, courier or e-mail (if by e-mail, with a hard copy original and two copies sent by overnight courier). Failure to comply with this deadline may result in the

JERRY BROWN
GOVERNOR



completion of the responsiveness/pass-fail and/or substantive technical review without regard to such materials.

Nothing in this letter modifies or alters the terms of the RFP, including the Authority's reserved rights thereunder, and such terms shall remain in full force and effect.

Regards,

A handwritten signature in blue ink that reads "Tammy Thomas". The signature is fluid and cursive, with a large loop at the end of the last name.

Tammy Thomas
California High Speed Rail Authority
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814
916.403.2676

ATTACHMENT 1
CALIFORNIA HIGH SPEED TRAIN PROJECT
PROPOSAL REVIEW
RFP NO. HSR 11-16
Tutor Perini/Zachry/Parsons, a Joint Venture

1. Please provide documentation that James B French has the authority to sign documents provided in the Proposal on behalf of Amec Environment & Infrastructure, Inc.
2. Please provide documentation that Marie Shover has the authority to sign documents provided in the Proposal on behalf of Cor-Ray Painting Co.
3. Please provide documentation that Cliff Lowe has the authority to sign documents provided in the Proposal on behalf of G & C Equipment Corporation.
4. Please provide documentation that Geun-Sik Kang has the authority to sign documents provided in the Proposal on behalf of The Korea Rail Network Authority.
5. Please provide documentation that Derrick Landavazo has the authority to sign documents provided in the Proposal on behalf of Landavazo Bros., Inc.
6. Please provide documentation that Debbie Martinez has the authority to sign documents provided in the Proposal on behalf of Martinez Steel Corporation.
7. Please provide documentation that Michael Taywr has the authority to sign documents provided in the Proposal on behalf of Provost & Pritchard Consulting Group.
8. Please provide documentation that Van Davis has the authority to sign documents provided in the Proposal on behalf of SPER Contracting Corp.
9. Please provide documentation that Garry Hartwig has the authority to sign documents provided in the Proposal on behalf of SYSTRA Consulting, Inc.
10. Please provide documentation that John D. Schuler has authority to sign documents provided in the Proposal on behalf of Ruettggers & Schuler Civil Engineers or, alternatively, resubmit all Certifications for Ruettggers & Schuler Civil Engineers signed by all partners.
11. Please provide Certification No. 1 for Guarantor, Parsons Corporation, as a financially liable party.
12. The notarial certificate affixed to Certification No. 5 for The Korea Rail Authority indicates that Kim Jin Nam, as the Attorney-in-Fact of Geun-Sik Kang, appeared before the notary but the documents are signed by Geun-Sik Kang. Please clarify and provide evidence of the Attorney-in-Fact relationship.
13. Please resubmit Certification No. 10 for G & C Equipment Corporation, certifying to either compliance or non-compliance (not both).
14. Please submit Certification Nos. 5-10 and 13 for Tutor Perini Corporation, Zachry Construction Corporation and Parsons Transportation Group Inc.
15. Please submit a Power of Attorney for the individual providing information on behalf of Liberty Mutual Insurance Company without a \$500 million limitation.

CHSRA RFP No. HSR 11-16; Request for Clarification #2 (Pass/Fail)

RFPcp01

Sent: Friday, February 01, 2013 3:07 PM
To: jerry.brown@tutorperini.com; Anna Castillo [Anna.Castillo@tutorperini.com]
Cc: Tammy Thomas
Attachments: TPZP P-F Clarifications.pdf (145 KB)

Attached please find the Request for Clarification #1 from the California High-Speed Rail Authority regarding your proposal to RFP No. HSR 11-16. Questions regarding the this request should be directed to Tammy Thomas at 916-403-2676.

Thank you.

Via Overnight Mail and email RFPCP01@hsr.ca.gov

February 05, 2013

Tammy Thomas, Contract Specialist
California High-Speed Rail Authority
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814

**Reference: Request for Proposal for Design-Build Services
Initial Construction Section – Construction Package #1**

Subject: California High Speed Train Project Proposal Clarifications and Questions

Ladies and Gentlemen:

In accordance with your letter of February 1, 2013 (attached), Tutor Perini / Zachry / Parsons, a Joint Venture hereby submits our replies to your clarifications and questions.

1. **Authorized signer documentation of behalf of Amec Environmental & Infrastructure, Inc.** - three (3) copies stating that James B French has the authority to sign are attached. The original is being sent under separate cover directly from Amec Environmental & Infrastructure, Inc.
2. **Authorized signer documentation of behalf of Cor-Ray Paining Co.** – three (3) copies of the Minutes of Annual Meeting of the Board of Directors are attached stating that Marie Shover has the authority to sign on behalf of Cor-Ray Paining Co.
3. **Authorized signer documentation of behalf of G & C Equipment Corporation** – an original and two (2) copies stating that Cliff Lowe has the authority to sign on behalf of G & C Equipment Corporation are attached.
4. **Authorized signer documentation of behalf of The Korea Rail Network Authority** - attached are three (3) copies of an official letter with company seal affixed confirming that Mr. Geun-Sik Kang has full authority to sign all documents related to the subject proposal on behalf of Korea Rail Network Authority (KRNA). The Notarial Certificate previously provided with the proposal states that Mr. Geun-Sik Kang signed the Organizational Conflicts of Interest Affidavit document in the presence of Mr. Jin Nam Kim, and Mr. Kim testified to the Notary Public that he was witness to Mr. Kang's signing of the document. Standard Korean business practice does not require the attachment of the attorney-in-fact relationship document between Mr. Kim and Mr. Kang to be part of the notarized document, but is required to be submitted to the Notary Public as part of

the notarization request. Existence of the attorney-in-fact relationship is evidenced by the resulting notarization of the Organizational Conflicts of Interest Affidavit. The original is being sent under separate cover directly from The Korea Rail Network Authority.

5. **Authorized signer documentation of behalf of Landavazo Bros., Inc.** – an original and two (2) copies stating that Derrick Landavazo has the authority to sign on behalf of Landavazo Bros., Inc. are attached.
6. **Authorized signer documentation of behalf of Martinez Steel Corporation** – three (3) copies of the Actions without a Meeting by the Sole Shareholders are attached stating that Debbie Martinez has the authority to sign on behalf of Martinez Steel Corporation.
7. **Authorized signer documentation of behalf of Provost & Pritchard Consulting Group** - the original and copies are being sent under separate cover directly from Provost & Pritchard Consulting Group.
8. **Authorized signer documentation of behalf of SPER Contracting Corp.** – three (3) copies of the Corporate Resolution are attached stating that Van Davis has the authority to sign on behalf of SPER Contracting Corp.
9. **Authorized signer documentation of behalf of SYSTRA Consulting, Inc.** - three (3) copies stating that Garry Hartwig has the authority to sign are attached. The original is being sent under separate cover directly from SYSTRA Consulting, Inc.
10. **Authorized signer documentation of behalf of Ruetters & Schuler Civil Engineers** - three (3) copies stating that John D. Schuler has the authority to sign are attached. The original is being sent under separate cover directly from Ruetters & Schuler Civil Engineers.
11. **Certification No. 1 for Guarantor, Parsons Corporation** - The original and copies are being sent under separate cover directly from Parsons Corporation.
12. **Notarial certificate affixed to Certification No. 5 for The Korea Rail Network Authority** – see item 4 above.
13. **Certification No. 10 for G & C Equipment Corporation** - an original and two (2) copies of the corrected Certification No. 10 from G & C Equipment Corporation are attached.

Tutor Perini/Zachry/Parsons, a Joint Venture

14. **Certification No. 5 for Tutor Perini Corporation, Zachry Construction Corporation and Parsons Transportation Group Inc.** – Certification No. 5 for these firms is included in Book 4 of 6 in our submission on January 18, 2013.

Certification No. 6 – 10 and 13 for Tutor Perini Corporation, Zachry Construction Corporation and Parsons Transportation Group Inc. – an original and two (2) copies of Certifications 6 – 10 and 13 are attached for Tutor Perini Corporation and Zachry Construction Corporation. The original and copies are being sent under separate cover directly from Parsons Transportation Group Inc.

15. **Power of Attorney for Liberty Mutual Insurance Company** - an original and two (2) copies of the corrected Power of Attorney are attached.

Additionally, Tutor Perini/Zachry/Parsons, a Joint Venture (TPZP) has identified missing information, namely the Employer's Identification Number (EIN) for TPZP that was not included on Certification(s) No. 1, 12 and 13. Therefore, we would like to submit an original and two (2) copies of these corrected certifications. Furthermore, the signature block on Certification No. 2 improperly identifies the "Proposer's Official Representative"; likewise, we would like to submit an original and two (2) copies of Certification No. 2.

Should you have any questions or require any additional information regarding this matter, please do not hesitate to contact Mr. Jerry Brown by phone at (818) 362-8391 or by email at Jerry.Brown@tutorperini.com.

Sincerely,

Tutor Perini/Zachry/Parsons, a Joint Venture



Ronald N. Tutor
Chairman and Chief Executive Officer
Tutor Perini Corporation
Proposer's Official Representative

Enclosures



February 1, 2013

SENT VIA E-MAIL

Board Members:

Dan Richard
Chairperson

Lynn Schenk
Vice-Chairperson

Thomas Richards
Vice-Chairperson

Jim Hartnett

Michael Rossi

Thomas J. Umberg

Jeff Morales
Chief Executive Officer

Jerry Brown
Tutor Perini/Zachry/Parsons JV
15901 Olden Street
Sylmar, CA 91342
Email: Jerry.Brown@tutorperini.com

Re: California High Speed Train Project Proposal Clarifications and Questions

Dear Mr. Brown:

We are in receipt of the Proposal submitted by Tutor Perini/Zachry/Parsons JV ("Proposer") on or before the due date of January 18, 2013.

The California High Speed Rail Authority (the "Authority") has commenced evaluation of the Proposal and has identified the requests for clarification and information set forth on Attachment 1 hereto. Please note that the Authority has not completed its review of the Proposal and, accordingly, reserves the right to issue further communications posing additional questions and/or requesting additional clarifications or materials.

To the extent the clarifications or information sought by this request relate to Proposal responsiveness or pass/fail evaluation criteria, submission of responsive information and clarifying materials by Proposer in response to this letter will not automatically result in a finding of responsiveness or a "pass" on the pass/fail evaluation criteria. The Authority reserves the right to complete its responsiveness and pass/fail evaluation in its entirety before making such determinations.

The Authority asks that responses and/or clarifying materials be submitted by Proposer to the Authority no later than 12:00 p.m. (PST) on February 6, 2013 at the following address:

California High-Speed Rail Authority
Attention: Tammy Thomas, Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814
Email address: RFPCP01@hsr.ca.gov

Please submit one original and 2 copies of all clarifying materials unless otherwise set forth on Attachment 1. Materials may be submitted by mail, courier or e-mail (if by e-mail, with a hard copy original and two copies sent by overnight courier). Failure to comply with this deadline may result in the

JERRY BROWN
GOVERNOR



completion of the responsiveness/pass-fail and/or substantive technical review without regard to such materials.

Nothing in this letter modifies or alters the terms of the RFP, including the Authority's reserved rights thereunder, and such terms shall remain in full force and effect.

Regards,



Tammy Thomas
California High Speed Rail Authority
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814
916.403.2676

ATTACHMENT 1
CALIFORNIA HIGH SPEED TRAIN PROJECT
PROPOSAL REVIEW
RFP NO. HSR 11-16
Tutor Perini/Zachry/Parsons, a Joint Venture

1. Please provide documentation that James B French has the authority to sign documents provided in the Proposal on behalf of Amec Environment & Infrastructure, Inc.
2. Please provide documentation that Marie Shover has the authority to sign documents provided in the Proposal on behalf of Cor-Ray Painting Co.
3. Please provide documentation that Cliff Lowe has the authority to sign documents provided in the Proposal on behalf of G & C Equipment Corporation.
4. Please provide documentation that Geun-Sik Kang has the authority to sign documents provided in the Proposal on behalf of The Korea Rail Network Authority.
5. Please provide documentation that Derrick Landavazo has the authority to sign documents provided in the Proposal on behalf of Landavazo Bros., Inc.
6. Please provide documentation that Debbie Martinez has the authority to sign documents provided in the Proposal on behalf of Martinez Steel Corporation.
7. Please provide documentation that Michael Taywr has the authority to sign documents provided in the Proposal on behalf of Provost & Pritchard Consulting Group.
8. Please provide documentation that Van Davis has the authority to sign documents provided in the Proposal on behalf of SPER Contracting Corp.
9. Please provide documentation that Garry Hartwig has the authority to sign documents provided in the Proposal on behalf of SYSTRA Consulting, Inc.
10. Please provide documentation that John D. Schuler has authority to sign documents provided in the Proposal on behalf of Ruettggers & Schuler Civil Engineers or, alternatively, resubmit all Certifications for Ruettggers & Schuler Civil Engineers signed by all partners.
11. Please provide Certification No. 1 for Guarantor, Parsons Corporation, as a financially liable party.
12. The notarial certificate affixed to Certification No. 5 for The Korea Rail Authority indicates that Kim Jin Nam, as the Attorney-in-Fact of Geun-Sik Kang, appeared before the notary but the documents are signed by Geun-Sik Kang. Please clarify and provide evidence of the Attorney-in-Fact relationship.
13. Please resubmit Certification No. 10 for G & C Equipment Corporation, certifying to either compliance or non-compliance (not both).
14. Please submit Certification Nos. 5-10 and 13 for Tutor Perini Corporation, Zachry Construction Corporation and Parsons Transportation Group Inc.
15. Please submit a Power of Attorney for the individual providing information on behalf of Liberty Mutual Insurance Company without a \$500 million limitation.

1. Please provide documentation that James B French has the authority to sign documents provided in the Proposal on behalf of Amec Environment & Infrastructure, Inc.
-



David K Baxter Esq, PE
Commercial Director
Environment & Infrastructure

1105 Lakewood Pkwy
Suite 300
Alpharetta, GA 30009 USA

amec.com

Dir +1 (770) 360-0745
Fax +1 (770) 360-0740
david.baxter@amec.com



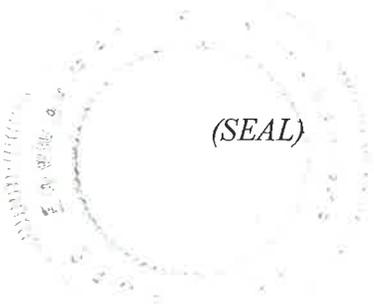
INCUMBENCY CERTIFICATE

I, David K. Baxter, being the duly elected and acting Assistant Secretary of AMEC Environment & Infrastructure, Inc. ("AMEC") hereby certify that Jim French has the authority to execute the documents provided in the Proposal, submitted by Tutor Perini/Zachry/Parsons JV to the California High-Speed Rail Authority, on behalf of AMEC.

Dated February 5, 2013

AMEC Environment & Infrastructure, Inc.

By: 
Assistant Secretary



Sent Via: Messenger U.S. Mail Overnight Mail

Transmittal

To: **California High Speed Rail Authority Project:** California High Speed Train Project
Attention: Tammy Thomas, Fresno Segment
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814

From: Jim French cc:
Tel: (510) 663-4100
Fax: (510) 663-4141
Date: February 5, 2013



**Subject: CHST Project Proposal Clarifications and Questions
Tutor Perini/Zachry/Parsons JV**
Confirmation of Authority to Sign by James (Jim) French on behalf of
AMEC Environment & Infrastructure

Item Description

1. See the enclosed original and two copies of our Incumbency Certificate, confirming that James (Jim) French has the authority to execute the documents provided in the Proposal, submitted by Tutor Perini/Zachry/Parsons JV to the California High-Speed Rail Authority, on behalf of AMEC Environment & Infrastructure.

Sincerely yours,
AMEC Environment & Infrastructure, Inc.

Jim French
Principal Geotechnical Engineer
510-663-4238
jim.french@amec.com

JBF
Document2

Enclosure/Attachment:

AMEC Environment & Infrastructure, Inc.
2101 Webster Street, 12th Floor
Oakland, California 94612-3066
USA
Tel (510) 663-4100
Fax (510) 663-4141
amec.com

Sent Via: Messenger U.S. Mail Overnight Mail

Transmittal

To: **California High Speed Rail Authority Project:** California High Speed Train Project
Attention: Tammy Thomas, Fresno Segment
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814

From: Jim French cc:
Tel: (510) 663-4100
Fax: (510) 663-4141
Date: February 5, 2013

**Subject: CHST Project Proposal Clarifications and Questions
Tutor Perini/Zachry/Parsons JV**
Confirmation of Authority to Sign by James (Jim) French on behalf of
AMEC Environment & Infrastructure

Item Description

1. See the enclosed original and two copies of our Incumbency Certificate, confirming that James (Jim) French has the authority to execute the documents provided in the Proposal, submitted by Tutor Perini/Zachry/Parsons JV to the California High-Speed Rail Authority, on behalf of AMEC Environment & Infrastructure.

Sincerely yours,
AMEC Environment & Infrastructure, Inc.

Jim French
Principal Geotechnical Engineer
510-663-4238
jim.french@amec.com

JBFB
Document2

Enclosure/Attachment:

AMEC Environment & Infrastructure, Inc.
2101 Webster Street, 12th Floor
Oakland, California 94612-3066
USA
Tel (510) 663-4100
Fax (510) 663-4141
amec.com

2. Please provide documentation that Marie Shover has the authority to sign documents provided in the Proposal on behalf of Cor-Ray Painting Co.

**MINUTES OF ANNUAL MEETING OF
THE BOARD OF DIRECTORS OF
COR-RAY PAINTING CO.**

TIME AND PLACE:

The Annual Meeting of the Board of Directors of COR-RAY Painting Co., a California corporation, was held at 10114 Shoemaker Avenue, Santa Fe Springs, California 90670, on the 19 day of May 2010, at 3:00 P.M., immediately following the annual meeting of the Shareholders, pursuant to a written waiver of notice of said meeting signed by the Directors of the Corporation, setting the time and place.

CALL TO ORDER:

The meeting was called to order by Philippe Goutagny, who acted as the Chairman of the Board. Upon doing so, the following Directors were present:

Philippe Goutagny

These being all of the Directors of the Corporation. Collin Cumbee was also present and acted as the Secretary of the meeting.

READING AND APPROVAL OF MINUTES:

The Secretary of the meeting was requested by the Chairman to read the minutes of the previous meeting of the Board of Directors. After reading the minutes, the Chairman asked if there were any omissions or corrections, and it was indicated that there were none. Accordingly, upon motion duly made, seconded and carried, the minutes were approved and ratified as read.

RATIFICATION OF ACTIONS:

The Chairman stated that during the course of the year, many meetings of the Board of Directors and/or officers of the Corporation have been held on an informal basis, at which time various discussions had been undertaken with respect to the business of the Corporation. The Chairman further noted that formal minutes were not prepared with regard to such informal meetings. The Chairman stated that it was the desire of the Board of Directors that the lawful actions of the Board of Directors and officers for the previous year be confirmed, and that by signing these corporate minutes, the lawful actions of the members of the Board of Directors and corporate officers be ratified. Therefore, these discussions and the actions related thereto which occurred during the course of the previous calendar year are hereby ratified.

GENERAL ACCOUNT:

The next order of business was the designation of signatories for the Corporation's General Account. Thereupon, on motion duly made, seconded and unanimously carried, it was

RESOLVED, that all checks, drafts, notes, orders or withdrawals against the Corporation's General Account be signed by either Philippe Goutagny alone or two (2) of the following three (3) people: Collin Cumbee, David Tracy, or Marie Shover, and that no checks, drafts, notes, orders or other withdrawals against said General Account shall be valid unless so signed.

IT WAS FURTHER RESOLVED, that the Corporation's bank is hereby authorized and directed to honor and pay any such signed checks, drafts, notes, orders or withdrawals drawn, whether such checks, drafts or notes be payable to the order of any such person signing and/or countersigning such checks, drafts, notes, orders or withdrawals in their individual capacities or otherwise.

PAYROLL ACCOUNT:

The next order of business was the designation of signatories for the Corporation's Payroll Account. Thereupon, on motion duly made, seconded and unanimously carried, it was

RESOLVED, that all checks, drafts, notes, orders or withdrawals against the Corporation's Payroll Account be signed by either Philippe Goutagny alone or two (2) of the following three (3) people: Collin Cumbee, David Tracy, or Marie Shover, and that no checks, drafts, notes, orders or other withdrawals against said Payroll Account shall be valid unless so signed.

IT WAS FURTHER RESOLVED, that the Corporation's bank is hereby authorized and directed to honor and pay any such signed checks, drafts, notes, orders or withdrawals drawn, whether such checks, drafts or notes be payable to the order of any such person signing and/or countersigning such checks, drafts, notes, orders or withdrawals in their individual capacities or otherwise.

BID SUBMISSIONS:

The next order of business was the designation of authorized persons to submit bids on behalf of the Corporation. Thereupon, on motion duly made, seconded and unanimously carried, it was

RESOLVED, that all bids on behalf of the Corporation be signed by either Philippe Goutagny, Collin Cumbee, David Tracy, Marie Shover, Jeff Rathje, Bob Kelley, Robert Elam, or Robert Martinez and that no bids shall be valid unless so signed.

ELECTION OF OFFICERS:

The Chairman stated that the next order of business would be the election of the officers of the Corporation. Upon motion duly made, seconded and carried, the following officers were nominated for the ensuing year, and/or until their successors shall be duly elected and qualified:

President/Chief Executive Officer:	David Tracy
Chief Financial Officer/Treasurer:	David Tracy
Secretary:	Marie Shover

Nominations were then closed, and upon motion duly made, seconded and unanimously carried, the above nominees were elected to the office set forth opposite their names.

REVIEW OF FINANCIAL CONDITION:

The Chairman then stated that the next order of business was a review of the financial condition of the Corporation. The financial statements for the Corporation were reviewed in detail, including the balance sheet and income statement. In connection with the review of the balance sheet, a discussion was entered into concerning the assets of the Corporation, both current and fixed, as well as the debt structure of the Corporation. The income statement was also reviewed in detail, which included a discussion of the earnings of the Corporation, with specific emphasis on earnings projections for the ensuing year and thereafter. A discussion of the capital needs of the Corporation was also completed, which included a discussion of the specific contemplated capital needs of the Corporation for the ensuing year.

A discussion of the general economic conditions was also completed, which included a discussion of inflationary trends, interest rates and other significant economic conditions which may impact the financial condition of the Corporation.

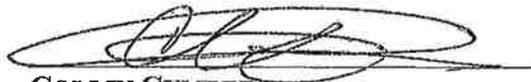
AUTHORIZATION OF OFFICERS' SALARIES:

The compensation of the officers of the Corporation was thoroughly discussed and reviewed. In reviewing the company's financial condition, it was noted that the Corporation's excellent performance could be attributed in large part to the services of its key officers. It was further noted that through the experience acquired by each of its officers in the business function of the Corporation, and through outside education and experiences in the business world, the Board of Directors agreed that its corporate officers are deserving of at least the salaries paid to them last year, particularly given the demands made on such officers, both in terms of expenditure of time and skills. After a complete discussion concerning the matter of

officers' salaries, and upon motion duly made, seconded and unanimously carried, the Board of Directors ratified the officers' salaries for the previous fiscal year ended.

ADJOURNMENT:

There being no additional items to be brought before the meeting, upon motion duly made and seconded, the meeting was adjourned.



COLLIN CUMBEE
Secretary of the Meeting

Attest:



PHILIPPE GOUTAGNY
Chairman of the Meeting

**WAIVER OF NOTICE OF ANNUAL MEETING OF
THE BOARD OF DIRECTORS
OF
COR-RAY PAINTING CO.**

The undersigned, being the sole Director of COR-RAY Painting Co., a California corporation, duly organized and existing under the laws of the State of California, hereby waives all notice as provided by the laws of the State of California, or the Articles of Incorporation or Bylaws of the Corporation, of the time, place and purpose of the annual meeting of the Board of Directors of said Corporation, and hereby sets the 19 day of May 2010 at 3:00 P.M., as the time and 10114 Shoemaker Avenue, Santa Fe Springs, California 90670, as the place of said meeting.

The undersigned hereby consents to the transaction of any business, in addition to the business herein noticed to be transacted, that may come before the meeting.

DATED: May 19, 2010

"DIRECTORS"


PHILIPPE GOUTAGNY

3. Please provide documentation that Cliff Lowe has the authority to sign documents provided in the Proposal on behalf of G & C Equipment Corporation.

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS

That I, William Dufour, do hereby authorize and appoint Cliff Lowe, with full power of substitution and resubstitution and full power to act as my true and lawful attorney-in-fact and agent and to execute in my name and on my behalf any and all prequalification statements, bid documents, bid bonds, performance bonds, labor and material bonds, contracts, change orders, supplemental agreements, purchase orders, subcontracts, lease agreements, joint venture agreements, and any other documents obligating this Corporation which he deems necessary and appropriate in regard to the California High Speed Train Project, RFQ # HSR 11-16; and to act for and bind G&C Equipment Corporation in all matters in connection with the Bid and Contracts arising therefrom.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 4th day of February, 2013.



[Name and Title of Authorizer] William Dufour
[Company Name] Chief Operating Officer
G&C Equipment Corporation

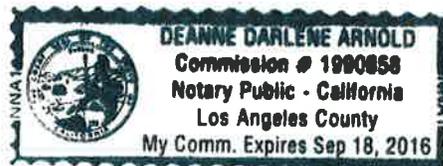
STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

On February 4TH, 2013, before me, Deanne Arnold, Notary Public, personally appeared William Dufour, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Chief Operating Officer of G&C Equipment Corporation, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Deanne Arnold



4. Please provide documentation that Geun-Sik Kong has the authority to sign documents provided in the Proposal on behalf of The Korea Rail Network Authority.



KOREA RAIL NETWORK AUTHORITY

242, Jungang, Dong, Dong-Gu, Daejeon City, 300-731, Republic of Korea

TEL : +82-42-607-3417, FAX: +82-42-607-3289,

February 5th, 2013

Ms. Tammy Thomas

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

**Subject: California High Speed Train Project Proposal Clarifications & Questions
(RFP No. HSR 11-16)**

Dear Ms. Thomas,

Reference is made to the Tutor Perini/Zachry/Parsons JV Proposal submitted on or before the due date of January 18th, 2013 and your subsequent clarification request dated February 1st, 2013.

With regards to item #4 of Attachment 1 of your clarification request, we hereby confirm that Mr. Geun-Sik Kang has full authority to sign all documents related to the subject proposal on behalf of Korea Rail Network Authority.

With regards to item #12 of Attachment 1 of your clarification request, please note that the Notarial Certificate provided to you states that Mr. Geun-Sik Kang signed the Organizational Conflicts of Interest Affidavit document in the presence of Mr. Jin Nam Kim, and Mr. Kim testified to the Notary Public that he was witness to Mr. Kang's signing of the document. Standard Korean business practice does not require the attachment of the attorney-in-fact relationship document between Mr. Kim and Mr. Kang to be part of the notarized document, but is required to be submitted to the Notary Public as part of the notarization request. Existence of the attorney-in-fact relationship is evidenced by the resulting notarization of the Organizational Conflicts of Interest Affidavit.

We confirm that the document witnessed by Mr. Jin Nam Kim and signed by our authorized representative Mr. Geun-Sik Kang are duly recognized by Korea Rail Network Authority and have full power in accordance with Korean business practices and laws.

Sincerely,

Korea Rail Network Authority

KRNA's official stamp



5. Please provide documentation that Derrick Landavazo has the authority to sign documents provided in the Proposal on behalf of Landavazo Bros., Inc.

LANDAVAZO

BROS.

INC.

Concrete Contractor Lic. #661762

29280 Pacific Street, Hayward, California 94544

Tel: (510) 581-7104 Fax: (510) 581-7423

SWORN STATEMENT OF TED LANDAVAZO

I, Ted Landavazo, the undersigned, state that I am President of LANDAVAZO BROS. INC., a California corporation, and that Derrick P. Landavazo is Treasurer of LANDAVAZO BROS. INC. and is fully authorized to submit on behalf of LANDAVAZO BROS. INC. any and all prequalification statements, bid documents, bid bonds, performance bonds, labor and material bonds, contracts, change orders, supplemental agreements, purchase orders, subcontracts, lease agreements, joint venture agreements, and any other documents obligating this Corporation which he deems necessary and appropriate in regard to the California High Speed Train Project, RFQ # HSR 11-16; and to act for and bind LANDAVAZO BROS. INC. in all matters in connection with the Bid and Contracts arising there from.

Signed this 4th day of February, 2013 at Hayward, California.



Ted Landavazo
President, LANDAVAZO BROS. INC.

Corporate Seal

State of California

County of Alameda

Subscribed and sworn to (or affirmed) before me on this 4th day of February, 2013, by Ted Landavazo, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature of Notary Public:



6. Please provide documentation that Debbie Martinez has the authority to sign documents provided in the Proposal on behalf of Martinez Steel Corporation.

**ACTIONS WITHOUT A MEETING BY
THE SOLE SHAREHOLDERS OF**

MARTINEZ STEEL CORPORATION
(A California Corporation)

The undersigned being the Sole Shareholders of MARTINEZ STEEL CORPORATION, a California corporation (the "Corporation"), do by this writing consent to the following action and adopt the following resolutions, as if at a meeting, in accordance with Section 307 (b) of the General Corporation Law of California:

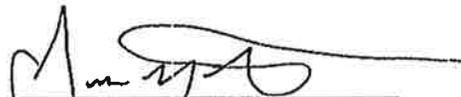
ELECTION OF DIRECTORS

RESOLVED, that the following persons are elected as directors of this Corporation to serve until their successor is elected and qualified:

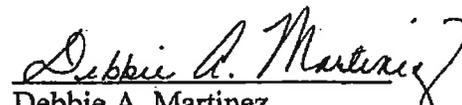
Joe Martinez
Debbie A. Martinez

DATED: January 30, 2012

SOLE SHAREHOLDERS:



Joe Martinez



Debbie A. Martinez

**ACTION WITHOUT A MEETING BY
THE BOARD OF DIRECTORS BY**

**MARTINEZ STEEL CORPORATION
(A California Corporation)**

We, the undersigned, being all of the members of the Board of Directors of MARTINEZ STEEL CORPORATION, a California corporation (the "Corporation"), do by this writing consent to the following action and adopt the following resolutions, as if at a meeting, in accordance with Section 307 (b) of the General Corporation Law of California:

The President reported the following, which are hereby ratified and approved:

On December 29, 2010 the Corporation signed a Three (3) year lease agreement with 4DQ-Claremont to lease two additional suites at 1420 N. Claremont Blvd. Claremont CA. Suites 108A, 110A & 110B. Approximate lease space is 2,700 feet.

It was deemed in the best interest of the Corporation in order to operate more efficiently and reduce cost it would be necessary to open a rebar fabrication site.

On July 15, 2011 the Corporation signed a Three (3) year lease agreement with the Veronica Monique Revocable Trust, dated July 28, 2000, to lease the warehouse located at 13499 Slover Ave. Bldg. B, Fontana CA 92337 to operate the fabrication of rebar. Approximate lease space is 22,320 feet.

On August 1, 2011 equipment was purchased to fabricate rebar. Total purchase price \$230,117.26

Workers' compensation and liability insurance has been secured and is underwritten by Edgewood Partners Insurance Center aka EPIC for the periods April 1, 2011 through March 31, 2012.

On November 2, 2011 the Note with City National Bank was paid in full by the Lulu Bubion Trust Management and the borrowing capacity closed.

On November 2, 2011 the Corporation signed a Promissory Note and Security Agreement to repay the sum of Eight hundred forty five thousand dollars (\$845,000.00) to the Lulu Bubion Trust Management.

A cost of living wage increase was omitted for 2011.

On July 1, 2011 a wage increase of \$.425 was allocated to all union personnel in accordance with the Bargaining Agreement.

Christmas Bonus' were omitted for 2011.

Matching funds for the 401-K plan were omitted for the 2011.

On July 20, 2011 the Corporation opted out of the rental agreement for the P.O. Box with The UPS Store located in Claremont, CA.

On June 9, 2011 the Corporation opted out of the rental agreement for the storage unit with Universal Storage located in Upland, Ca.

On December 1, 2011 it was agreed that Joe Martinez gift Debbie A. Martinez, spouse, shares of Martinez Steel Corporation. Amount gifted is 530 shares.

It is agreed that Debbie A. Martinez is President and Corporate Secretary and Joe Martinez is Vice President and Chief Financial Officer.

ELECTION OF OFFICERS

RESOLVED, that the following persons are elected to serve in the office set forth opposite their name until their successor is elected and qualified:

Joe Martinez

Vice President and
Chief Financial Officer

Debbie A. Martinez

President and
Corporate Secretary

RATIFICATION OF ACTIONS

RESOLVED, that all other actions taken by the officers and directors of this Corporation for the year 2011 are hereby ratified, confirmed and adopted.

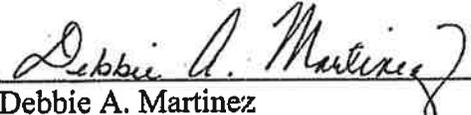
We direct that this consent be filed with the minutes of the proceedings of the Board of Directors of the Corporation.

DATED: January 30, 2012

DIRECTORS:



Joe Martinez



Debbie A. Martinez

7. Please provide documentation that Michael Taywr has the authority to sign documents provided in the Proposal on behalf of Provost & Pritchard Consulting Group.

Certificate of Secretary

The undersigned, Michael G. Taylor, being the Secretary of Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group, a California corporation, (the "Company"), does hereby certify that:

a) Michael G. Taylor is the duly appointed Secretary of the Company, having initially been appointed to said capacity (1995), by the Board of Directors in accordance with the Bylaws of the Company;

b) The appointment of Michael G. Taylor as Secretary 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, Michael G. Taylor has the authority to bind the Company and to execute documents in the name of, and on behalf of, the Company, including the proposal for the Parsons, related to the California High-Speed Train Project, Package 1 - Technical Proposal Submission.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of February 5, 2013



Michael G. Taylor
Secretary

(SEAL)

8. Please provide documentation that Van Davis has the authority to sign documents provided in the Proposal on behalf of SPER Contracting Corp.

CORPORATE RESOLUTION
OF
SPER CONTRACTING CORPORATION

On the 28th day of October, 2011, a meeting of the Board of Directors of SPER Contracting Corporation was held at corporate offices located at 1342 Barham Drive, San Marcos, California 92078, at 8:00 am, which meeting was properly noticed, wherein a forum was present of the directors, with all directors present and voting.

On the motion duly made and seconded, and after due deliberation, the following resolution was adopted, ratified, confirmed and unanimously Resolved:

That Van Davis as President and Secretary, is hereby authorized to act for and on behalf of the Corporation, and on such terms and conditions as he may deem proper, to execute and deliver on behalf of and in the name of the Corporation, applications, bids, bonds, deeds, financials instruments, agreements, contracts, subcontracts, reports, affidavits or any other required documents of the Corporation, to borrow sums of money, to sign, execute and endorse such documents as may be necessary or required for all business with a bank or other lender, to open new bank accounts, to deposit and withdraw funds from all Corporate accounts and generally to do and perform all acts and sign all agreements, obligations, pledges, and other instructions necessary or required by the Corporation, bank or other lender, and 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 as deemed appropriate from time to time.

I, Van Davis, do hereby certify that I am the duly elected and qualified Secretary and the keeper of the records and corporate seal of the Corporation. I certify that the above is a true and correct copy of the resolutions duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with law and the Bylaws of the Corporation on October 28, 2011 at 1342 Barham Drive, San Marcos, California, 92078, and that such resolutions are now in full force and effect.



Van Davis
Secretary

9. Please provide documentation that Garry Hartwig has the authority to sign documents provided in the Proposal on behalf of SYSTRA Consulting, Inc.

LETTER OF TRANSMITTAL



To: Tammy Thomas
 From: SYSTRA Consulting, Inc.

Date: 2/5/13

Project: California High Speed Train Project

File:

Via:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Enclosed | <input type="checkbox"/> Prints | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Under Separate Cover | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Originals | <input type="checkbox"/> Samples | <input type="checkbox"/> Other |

Copies	Date	No.	Description
1 (Original)	2/5/13		Original Signature – Certificate of Secretary
2	2/5/13		Two Copies - Certificate of Secretary

These are transmitted as checked below:

- | | | |
|--|---|--|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> For Review and Comment | <input type="checkbox"/> Revise and Resubmit |
| <input type="checkbox"/> For Your Use | <input type="checkbox"/> Approved as Submitted | <input type="checkbox"/> Return By |
| <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Approved as Noted | <input type="checkbox"/> Other |

Comments:

Please find enclosed our *Certificate of Secretary*, as requested in your letter to Jerry Brown (Tutor Perini/Zachry/Parsons JV), dated February 1, 2013. This shall serve as documentation that Garry Hartwig has the authority to sign documents provided in the California High Speed Train Project Proposal on behalf of SYSTRA Consulting, Inc.



SYSTRA

150 Clove Rd • 7th Floor • Little Falls, NJ 07424 • USA • Tel. (973) 873-9700 • Fax (973) 873-9701

www.systraconsulting.com

An AA/Equal Opportunity Employer



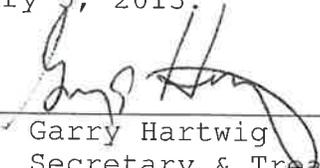
SYSTRA Consulting, Inc. _____

Certificate of Secretary

The undersigned, **Garry Hartwig**, being the **Secretary & Treasurer** of **SYSTRA Consulting, Inc.** a Delaware corporation, (the "Company"), does hereby certify that:

- a) **Garry Hartwig** is the duly appointed **Secretary & Treasurer** of the Company, having initially been appointed to said capacity on **September 28, 1990**, by the Board of Directors in accordance with the Bylaws of the Company;
- b) The appointment of **Garry Hartwig** as **Secretary & Treasurer** 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, **Garry Hartwig** has the authority to bind the Company and to execute documents in the name of, and on behalf of, the Company, including the all Required Documents in response to the **Request for Proposal No.: HSR 11-16 for the California High-Speed Rail Authority**, related to the **California High Speed Rail Design-Build Project, Construction Package #1**.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of February 5, 2013.



Garry Hartwig
Secretary & Treasurer

(SEAL)



SYSTRA

520 Eighth Avenue • Suite 2100 • New York, NY 10018 • USA • Tel. (212) 494-9111 • Fax (212) 494-9112
www.systraconsulting.com

An AA/Equal Opportunity Employer

10. Please provide documentation that John D. Schuler has authority to sign documents provided in the Proposal on behalf of Ruettggers & Schuler Civil Engineers or, alternatively, resubmit all Certifications for Ruettggers & Schuler Civil Engineers signed by all partners.

1800 30th Street, Suite 260
Bakersfield, California 93301
Phone (661) 327-1969
Fax (661) 327-1993



February 4, 2013

P257-02
E-mail & U.S. Mail

Ms. Tammy Thomas
California High Speed Rail Authority
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814

REF: California High Speed Train Project Proposal Clarification and Questions RFP No. 11-16 Tutor
Perini/Zachry/Parsons, a Joint Venture

Dear Ms. Thomas:

This letter is in response to your request for clarification in letter dated February 1, 2013 to Jerry Brown on the above referenced joint venture.

Item 10 of Attachment 1 requests documentation that John D. Schuler has authority to sign documents provided in the Proposal for the High Speed Train project on behalf of Ruetters & Schuler Civil Engineers.

Ruetters & Schuler Civil Engineers is a partnership comprised of John D. Schuler, Ian J. Parks and Sheila K. Plane with ownerships of 45, 30, and 25% respectively.

The partners do hereby acknowledge that John D. Schuler has the authority to sign documents relating to the High Speed Train proposal and project, on behalf of and which bind Ruetters & Schuler Civil Engineers.

A handwritten signature in blue ink that reads 'John D. Schuler'.

John D. Schuler

A handwritten signature in blue ink that reads 'Ian J. Parks'.

Ian J. Parks

A handwritten signature in blue ink that reads 'Sheila K. Plane'.

Sheila K. Plane

11. Please provide Certification No. 1 for Guarantor, Parsons Corporation, as a financially liable party.

February 6, 2013

Via Overnight Mail

Ms. Tammy Thomas, Contract Specialist
California High-Speed Rail Authority
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814

**Reference: Request for Proposal for Design-Build Services
Initial Construction Section – Construction Package #1**

Subject: California High Speed Train Project Proposal Clarifications and Questions

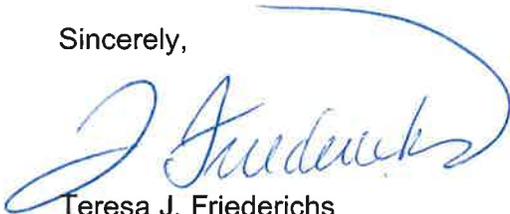
Dear Ms. Thomas:

In accordance with your letter of February 1, 2013 (attached), Parsons hereby submits the following original documents (and two copies of each):

11. Certification No. 1 for Guarantor, Parsons Corporation
14. Certification No. 6 – 10 and 13 for Parsons Transportation Group Inc.

Should you have any questions or require any additional information regarding this matter, please do not hesitate to contact me at (626) 440-2984.

Sincerely,



Teresa J. Friederichs
Senior Contracts Manager

Enclosures



February 1, 2013

SENT VIA E-MAIL

Board Members:

Dan Richard
Chairperson

Lynn Schenk
Vice-Chairperson

Thomas Richards
Vice-Chairperson

Jim Hartnett

Michael Rossi

Thomas J. Umberg

Jeff Morales
Chief Executive Officer

Jerry Brown
Tutor Perini/Zachry/Parsons JV
15901 Olden Street
Sylmar, CA 91342
Email: Jerry.Brown@tutorperini.com

Re: California High Speed Train Project Proposal Clarifications and Questions

Dear Mr. Brown:

We are in receipt of the Proposal submitted by Tutor Perini/Zachry/Parsons JV ("Proposer") on or before the due date of January 18, 2013.

The California High Speed Rail Authority (the "Authority") has commenced evaluation of the Proposal and has identified the requests for clarification and information set forth on Attachment 1 hereto. Please note that the Authority has not completed its review of the Proposal and, accordingly, reserves the right to issue further communications posing additional questions and/or requesting additional clarifications or materials.

To the extent the clarifications or information sought by this request relate to Proposal responsiveness or pass/fail evaluation criteria, submission of responsive information and clarifying materials by Proposer in response to this letter will not automatically result in a finding of responsiveness or a "pass" on the pass/fail evaluation criteria. The Authority reserves the right to complete its responsiveness and pass/fail evaluation in its entirety before making such determinations.

The Authority asks that responses and/or clarifying materials be submitted by Proposer to the Authority no later than 12:00 p.m. (PST) on February 6, 2013 at the following address:

California High-Speed Rail Authority
Attention: Tammy Thomas, Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814
Email address: RFPCP01@hsr.ca.gov

Please submit one original and 2 copies of all clarifying materials unless otherwise set forth on Attachment 1. Materials may be submitted by mail, courier or e-mail (if by e-mail, with a hard copy original and two copies sent by overnight courier). Failure to comply with this deadline may result in the

JERRY BROWN
GOVERNOR



ATTACHMENT 1
CALIFORNIA HIGH SPEED TRAIN PROJECT
PROPOSAL REVIEW
RFP NO. HSR 11-16
Tutor Perini/Zachry/Parsons, a Joint Venture

1. Please provide documentation that James B French has the authority to sign documents provided in the Proposal on behalf of Amec Environment & Infrastructure, Inc.
2. Please provide documentation that Marie Shover has the authority to sign documents provided in the Proposal on behalf of Cor-Ray Painting Co.
3. Please provide documentation that Cliff Lowe has the authority to sign documents provided in the Proposal on behalf of G & C Equipment Corporation.
4. Please provide documentation that Geun-Sik Kang has the authority to sign documents provided in the Proposal on behalf of The Korea Rail Network Authority.
5. Please provide documentation that Derrick Landavazo has the authority to sign documents provided in the Proposal on behalf of Landavazo Bros., Inc.
6. Please provide documentation that Debbie Martinez has the authority to sign documents provided in the Proposal on behalf of Martinez Steel Corporation.
7. Please provide documentation that Michael Taywr has the authority to sign documents provided in the Proposal on behalf of Provost & Pritchard Consulting Group.
8. Please provide documentation that Van Davis has the authority to sign documents provided in the Proposal on behalf of SPER Contracting Corp.
9. Please provide documentation that Garry Hartwig has the authority to sign documents provided in the Proposal on behalf of SYSTRA Consulting, Inc.
10. Please provide documentation that John D. Schuler has authority to sign documents provided in the Proposal on behalf of Ruetters & Schuler Civil Engineers or, alternatively, resubmit all Certifications for Ruetters & Schuler Civil Engineers signed by all partners.
11. Please provide Certification No. 1 for Guarantor, Parsons Corporation, as a financially liable party.
12. The notarial certificate affixed to Certification No. 5 for The Korea Rail Authority indicates that Kim Jin Nam, as the Attorney-in-Fact of Geun-Sik Kang, appeared before the notary but the documents are signed by Geun-Sik Kang. Please clarify and provide evidence of the Attorney-in-Fact relationship.
13. Please resubmit Certification No. 10 for G & C Equipment Corporation, certifying to either compliance or non-compliance (not both).
14. Please submit Certification Nos. 5-10 and 13 for Tutor Perini Corporation, Zachry Construction Corporation and Parsons Transportation Group Inc.
15. Please submit a Power of Attorney for the individual providing information on behalf of Liberty Mutual Insurance Company without a \$500 million limitation.

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: Delaware

Age of firm: 35 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
 \$0

Offering Organization Name, Address, and Telephone

Parsons Corporation, Guarantor for Parsons Transportation Group Inc.
 100 W. Walnut Street
 Pasadena, CA 91124



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	Joint Venture Partner	50%
Zachry Construction Corporation	Joint Venture Partner	25%
Parsons Transportation Group Inc. (PTG)	Joint Venture Partner	25%
Parsons Corporation	Parent company of PTG	

- 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

George L. Ball

Printed Name

Executive Vice President and CFO

Title

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

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



12. The notarial certificate affixed to Certification No. 5 for The Korea Rail Authority indicates that Kim Jin Nom, as the Attorney-in-Fact of Geun-Sik Kong, appeared before the notary but the documents were signed by Geun-Sik Kong. Please clarify and provide evidence of the Attorney-in-Fact relationship.



KOREA RAIL NETWORK AUTHORITY

242, Jungang, Dong, Dong-Gu, Daejeon City, 300-731, Republic of Korea

TEL : +82-42-607-3417, FAX: +82-42-607-3289,

February 5th, 2013

Ms. Tammy Thomas

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

**Subject: California High Speed Train Project Proposal Clarifications & Questions
(RFP No. HSR 11-16)**

Dear Ms. Thomas,

Reference is made to the Tutor Perini/Zachry/Parsons JV Proposal submitted on or before the due date of January 18th, 2013 and your subsequent clarification request dated February 1st, 2013.

With regards to item #4 of Attachment 1 of your clarification request, we hereby confirm that Mr. Geun-Sik Kang has full authority to sign all documents related to the subject proposal on behalf of Korea Rail Network Authority.

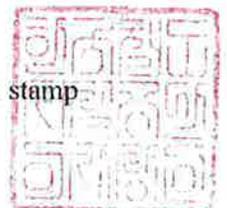
With regards to item #12 of Attachment 1 of your clarification request, please note that the Notarial Certificate provided to you states that Mr. Geun-Sik Kang signed the Organizational Conflicts of Interest Affidavit document in the presence of Mr. Jin Nam Kim, and Mr. Kim testified to the Notary Public that he was witness to Mr. Kang's signing of the document. Standard Korean business practice does not require the attachment of the attorney-in-fact relationship document between Mr. Kim and Mr. Kang to be part of the notarized document, but is required to be submitted to the Notary Public as part of the notarization request. Existence of the attorney-in-fact relationship is evidenced by the resulting notarization of the Organizational Conflicts of Interest Affidavit.

We confirm that the document witnessed by Mr. Jin Nam Kim and signed by our authorized representative Mr. Geun-Sik Kang are duly recognized by Korea Rail Network Authority and have full power in accordance with Korean business practices and laws.

Sincerely,

Korea Rail Network Authority

KRNA's official stamp



13. Please resubmit Certification No. 10 for G & C Equipment Corporation, certifying to either compliance or non-compliance (not both).

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: 2-4-13

Signature: 

Printed Name: Cliff Jones

Company Name: GAC 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: _____

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.



14. Please submit Certification Nos. 5-10 and 13 for Tutor Perini Corporation, Zachry Construction Corporation and Parsons Transportation Group Inc.

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 Corporation that:

Tutor Perini 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:



Title:

Chairman and CEO, Tutor Perini Corporation

Date:

January 10, 2013

If not the Contractor, relationship to the Contractor:

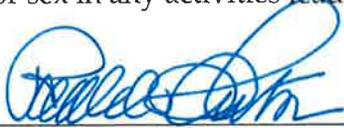
Managing Partner of Proposer Joint Venture

* Tutor Perini Corporation is a construction contractor subject to Executive Order 11246, 41 CFR Part 60-4 (Affirmative Action Programs).



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 CEO

Title

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

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



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 February, 2013.

Company Name: Tutor Perini Corporation

By: 
(Signature of Company Official) Ronald N. Tutor

Chairman and CEO
(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.

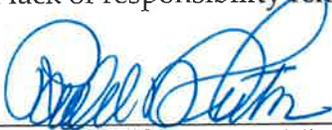


Cert. 9 Drug Free Workplace Program Certification

(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 CEO

Title

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

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



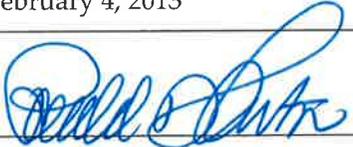
Cert. 10 Buy America Certifications

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: February 4, 2013

Signature: 

Printed Name: Ronald N. Tutor

Company Name: Tutor Perini Corporation

Title: Chairman and CEO
Authorized Signer
Joint Venture Committee 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: _____

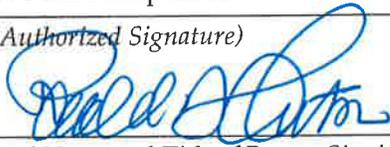
Title: _____

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. 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 Corporation	<i>Federal ID Number</i> [REDACTED]
<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> February 4, 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.



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 Mr. Jean Abiassi, P.E. that:

Zachry Construction 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). ****See Below**

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: Mr. Jean Abiassi, P.E., President and Chief Operating Officer

Date: February 4, 2013

If not the Contractor, relationship to the Contractor: Contractor

**** Zachry Construction Corporation certifies that because it is not a sales and service contractor it is not required to develop and have on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2, however it does certify that it abides by affirmative action requirements pursuant to 41 CFR 60-4 under Construction Contractors Affirmative Action Requirements as required by Executive Order 11246.**



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
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
--



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 February, 20 13.

Company Name: Zachry Construction Corporation

By: 
(Signature of Company Official)

Mr. Jean Abiassi, P.E., President and Chief Operating Officer

(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.

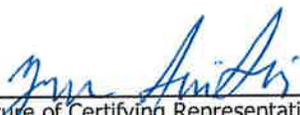


Cert. 9 Drug Free Workplace Program Certification

(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
 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
--



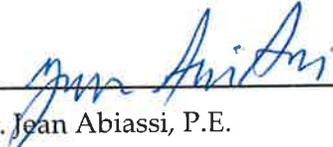
Cert. 10 Buy America Certifications

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: February 4, 2013

Signature: 

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

Company Name: Zachry Construction Corporation

Title: President and Chief Operating 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: _____

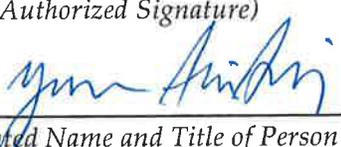
Title: _____

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. 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> Zachry Construction Corporation	<i>Federal ID Number</i> [REDACTED]
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Mr. Jean Abiassi, P.E., President and Chief Operating Officer	
<i>Date Executed</i> February 4, 2013	<i>Executed in the County and State of</i> San Antonio, TX

CONTRACTOR CERTIFICATION CLAUSES:

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



Cert. 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

[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



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

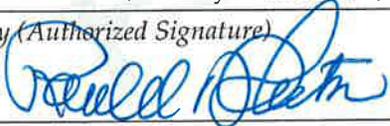
2. _____ We are a scrutinized company as defined in Public Contract Code section 10476,
 Initials but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from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

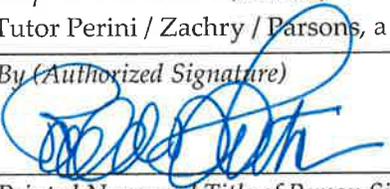
Proposer Firm Name (Printed) Tutor Perini / Zachry / Parsons, a Joint Venture		Federal ID Number [REDACTED]
By (Authorized Signature) 		
Printed Name and Title of Person Signing Ronald N. Tutor, Chairman and Chief Executive Officer, Tutor Perini Corporation*		
Date Executed February 4, 2013	Executed in the County and State of Los Angeles County, State of California	

* Proposer's Official Representative



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> [REDACTED]
<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> February 4, 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.



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 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 9



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 Parsons Transportation Group Inc. that:

Parsons Transportation Group Inc.

(Name of entity making certification)

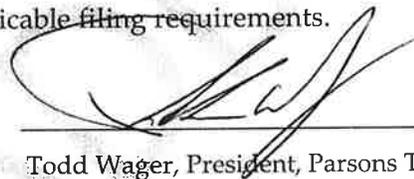
Check one of the following boxes:

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

Check one of the following boxes:

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

Signature: _____



Title: Todd Wager, President, Parsons Transportation Group Inc.

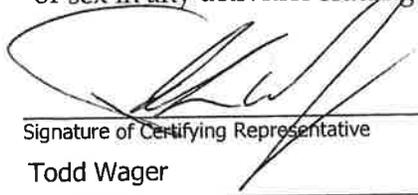
Date: February 5, 2013

If not the Contractor, relationship to the Contractor: Joint Venture Partner



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

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



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 5th day of February, 20 13.

Company Name: Parsons Transportation Group Inc.

By:


(Signature of Company Official)

Todd Wager, 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

(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
 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
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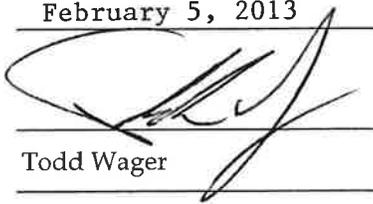
Cert. 10 Buy America Certifications

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: February 5, 2013

Signature: 

Printed Name: Todd Wager

Company Name: Parsons Transportation 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: _____

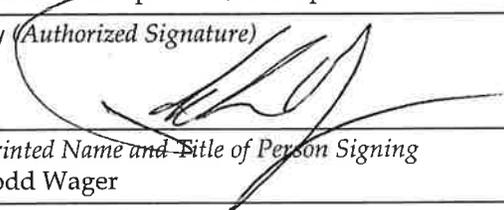
Title: _____

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.



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> Parsons Transportation Group Inc.	<i>Federal ID Number</i> [REDACTED]
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Todd Wager	
<i>Date Executed</i> February 5, 2013	<i>Executed in the County and State of</i> Los Angeles County, California

CONTRACTOR CERTIFICATION CLAUSES:

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



15. Please submit a Power of Attorney for the individual providing information on behalf of Liberty Mutual Insurance Company without a \$500 million limitation.

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

5525351

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

Certificate No. _____

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. K. NAKAMURA; E. S. ALBRECHT, JR.; LISA L. THORNTON; MARIA PENA; NOEMI QUIROZ

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of August, 2012.



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

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 20th day of August, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: KD Riley, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of January, 2013.



By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, offer of credit, bank deposit, currency rate, interest rate or res il 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.



KOREA RAIL NETWORK AUTHORITY

242, Jungang, Dong, Dong-Gu, Daejeon City, 300-731, Republic of Korea

TEL : +82-42-607-3417, FAX: +82-42-607-3289,

February 5th, 2013

Ms. Tammy Thomas

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

**Subject: California High Speed Train Project Proposal Clarifications & Questions
(RFP No. HSR 11-16)**

Dear Ms. Thomas,

Reference is made to the Tutor Perini/Zachry/Parsons JV Proposal submitted on or before the due date of January 18th, 2013 and your subsequent clarification request dated February 1st, 2013.

With regards to item #4 of Attachment 1 of your clarification request, we hereby confirm that Mr. Geun-Sik Kang has full authority to sign all documents related to the subject proposal on behalf of Korea Rail Network Authority.

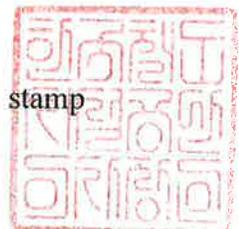
With regards to item #12 of Attachment 1 of your clarification request, please note that the Notarial Certificate provided to you states that Mr. Geun-Sik Kang signed the Organizational Conflicts of Interest Affidavit document in the presence of Mr. Jin Nam Kim, and Mr. Kim testified to the Notary Public that he was witness to Mr. Kang's signing of the document. Standard Korean business practice does not require the attachment of the attorney-in-fact relationship document between Mr. Kim and Mr. Kang to be part of the notarized document, but is required to be submitted to the Notary Public as part of the notarization request. Existence of the attorney-in-fact relationship is evidenced by the resulting notarization of the Organizational Conflicts of Interest Affidavit.

We confirm that the document witnessed by Mr. Jin Nam Kim and signed by our authorized representative Mr. Geun-Sik Kang are duly recognized by Korea Rail Network Authority and have full power in accordance with Korean business practices and laws.

Sincerely,

Korea Rail Network Authority

KRNA's official stamp





February 22, 2013

SENT VIA E-MAIL

Board Members:

Dan Richard
Chairperson

Lynn Schenk
Vice-Chairperson

Thomas Richards
Vice-Chairperson

Jim Hartnett

Michael Rossi

Thomas J. Umberg

Jeff Morales
Chief Executive Officer

Jerry Brown
Tutor Perini/Zachry/Parsons
15901 Olden Street
Sylmar, CA 91342
Email: [Jerry.Brown@tutorperini@com](mailto:Jerry.Brown@tutorperini.com)

Re: California High Speed Train Project Proposal Clarifications and Questions

Dear Mr. Lines:

We are in receipt of the Proposal submitted by Tutor Perini/Zachry/Parsons ("Proposer") on or before the due date of January 18, 2013.

The California High Speed Rail Authority (the "Authority") has commenced evaluation of the Proposal and has identified the requests for clarification and information set forth on Attachment 1 hereto. Please note that the Authority has not completed its review of the Proposal and, accordingly, reserves the right to issue further communications posing additional questions and/or requesting additional clarifications or materials.

To the extent the clarifications or information sought by this request relate to Proposal responsiveness or pass/fail evaluation criteria, submission of responsive information and clarifying materials by Proposer in response to this letter will not automatically result in a finding of responsiveness or a "pass" on the pass/fail evaluation criteria. The Authority reserves the right to complete its responsiveness and pass/fail evaluation in its entirety before making such determinations.

The Authority asks that responses and/or clarifying materials be submitted by Proposer to the Authority no later than 12:00 p.m. (PST) on February 27, 2013 at the following address:

California High-Speed Rail Authority

Attention: Tammy Thomas, Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814
Email address: RFPCP01@hsr.ca.gov

Please submit one original and 2 copies of all clarifying materials unless otherwise set forth on Attachment 1. Materials may be submitted by mail, courier, or e-mail (if by e-mail, with a hard copy original and two copies sent by overnight courier). Failure to comply with this deadline may result in the

JERRY BROWN
GOVERNOR



completion of the responsiveness/pass-fail and/or substantive technical review without regard to such materials.

Nothing in this letter modifies or alters the terms of the RFP, including the Authority's reserved rights thereunder, and such terms shall remain in full force and effect.

Regards,



Tammy Thomas
California High Speed Rail Authority
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814
916.403.2676

ATTACHMENT 1
CALIFORNIA HIGH SPEED TRAIN PROJECT
PROPOSAL REVIEW
RFP NO. HSR 11-16
Tutor Perini/Zachry/Parsons

1. Please confirm that your Proposal is based on compliance with the Contract included in the RFP without a price increase or schedule extension (unless the Contract expressly entitles the Contractor to a Change Order), including but not limited to:
 - 96 " Storm Drain Diversion Fresno Trench Sta 10897+20 in the Proposal Schedule at Sta 10885+00 to 10902+50 – Trench 1, 750 LF (following page 9 of the Proposal).
 - The "Approach to Permitting and Jurisdictional Approvals" section of the Proposal (page 21 of the Proposal).
 - Figure 2-8: Shoofly for UPRR underpass construction of the Proposal (page 36 of the Proposal).
 - Table 5-1: Quality/Self-Certification Full-time Employees of the Proposal (page 76 of the Proposal).
2. Please identify the critical parcels listed on Table 2-17: List of Critical ROW Parcels of the Proposal (page 52 of the Proposal)) by parcel number.

CHSRA RFP No. HSR 11-16; Request for Clarification #4 (Technical)

RFPcp01

Sent: Friday, February 22, 2013 11:16 AM
To: jerry.brown@tutorperini.com
Cc: Anna Castillo [Anna.Castillo@tutorperini.com]
Attachments: CHSRA RFP Reqeust for Clar~1.pdf (518 KB)

Attached please find the Request for Clarification #4 from the California High-Speed Rail Authority regarding your proposal to RFP No. HSR 11-16. Questions regarding the this request should be directed to Tammy Thomas at 916-403-2676.

Thank you.

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



Via email: RFPCP01@hsr.ca.gov

February 26, 2013

Tammy Thomas, Contract Specialist
California High Speed Rail Authority
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814

**Reference: Request for Proposal for Design-Build Services
Initial Construction Section – Construction Package #1**

Subject: California High Speed Train Project Clarifications and Questions

Ladies and Gentlemen:

In accordance with your letter of February 22, 2013 (attached) Tutor Perini/Zachry/Parsons, a Joint Venture hereby submits our replies to your clarifications and questions.

1. We confirm that the TPZP Proposal is based on compliance with the Contract included in the RFP without a price increase or schedule extension (unless the Contract expressly entitles the Contractor to a Change Order), including but not limited to:
 - **96" Storm Drain Diversion Fresno Trench Sta 10897+20 in the Proposal Schedule at Sta 10885+00 to 10902+50 - Trench 1,750 LF (following page 9 of the Proposal).** The TPZP proposal includes the costs for completing this relocation; our project construction schedule takes into consideration the time to complete this work.
 - **The "Approach to Permitting and Jurisdictional Approvals" section of the Proposal (page 21 of the Proposal).** The TPZP proposal includes the cost and schedule time required to complete applications for all permits specified in Book 3, Part D, Subpart 3. In addition, we will support the CHSRA in obtaining all required permits as specified in the Master Agreements between the Authority and affected Third Parties, as described in Book 3, Part D, Subpart 1 without a price increase or schedule extension.

We noted an error in Table 2-7 in our proposal which identifies jurisdictional, non-environmental permits. The table indicates that Caltrans encroachment permits will be obtained by TPZP and CSHRA. In fact, TPZP will obtain all required Caltrans encroachment permits. The cost for obtaining these permits and the associated schedule time is included in our proposal.

- **Figure 2-8: Shoofly for UPRR underpass construction of the Proposal (page 36 of the Proposal).** The TPZP proposal includes the cost and schedule time required to complete the design and construction of the UPRR shoofly. We note that that TPZP will construct and grade the shoofly, and UPRR will make the final cut-ins.
- **Table 5-1: Quality/Self-Certification Full-time Employees of the Proposal (page 76 of the Proposal).** The TPZP proposal includes the costs associated with the staff included in Table 5-1, page 76 of the proposal.

2. Please identify the critical parcels listed on Table 2-17: list of Critical ROW Parcels of the Proposal (page 52 of the Proposal)) by parcel number.

TPZP has based its proposal schedule on the acquisition dates indicated in Table 1 of Book 3, Part E, Subpart 4 – Right-of-Way Acquisition Plan (attached) as provided in Addendum 9. Table 2-17 was included in our Proposal as requested by the RFP, and it mirrored our initial 5/18/12 response. The table notes that it is to be amended by Addendum 9, Book 3, Part E, Subpart 4.

With respect to critical access dates, two parcels in section CP 1A have acquisition dates that are critical to the schedule i.e., that generate a zero float path in construction. Those parcels are identified as 505-080-22 (11/24/16) and 508-020-13 (9/29/16).

Should have any questions or require any additional information regarding this matter, please do not hesitate to call my office at (818) 362-8391 or by email at Jerry.Brown@tutorperini.com.

Sincerely,

TUTOR PERINI CORPORATION – Managing Party TP/Z/P Joint Venture



Gerald W. Brown
Vice President – Heavy/Civil Division



February 22, 2013

SENT VIA E-MAIL

Board Members:

Dan Richard
Chairperson

Lynn Schenk
Vice-Chairperson

Thomas Richards
Vice-Chairperson

Jim Hartnett

Michael Rossi

Thomas J. Umberg

Jeff Morales
Chief Executive Officer

Jerry Brown
Tutor Perini/Zachry/Parsons
15901 Olden Street
Sylmar, CA 91342
Email: Jerry.Brown@tutorperini.com

Re: California High Speed Train Project Proposal Clarifications and Questions

Dear Mr. Lines:

We are in receipt of the Proposal submitted by Tutor Perini/Zachry/Parsons ("Proposer") on or before the due date of January 18, 2013.

The California High Speed Rail Authority (the "Authority") has commenced evaluation of the Proposal and has identified the requests for clarification and information set forth on Attachment 1 hereto. Please note that the Authority has not completed its review of the Proposal and, accordingly, reserves the right to issue further communications posing additional questions and/or requesting additional clarifications or materials.

To the extent the clarifications or information sought by this request relate to Proposal responsiveness or pass/fail evaluation criteria, submission of responsive information and clarifying materials by Proposer in response to this letter will not automatically result in a finding of responsiveness or a "pass" on the pass/fail evaluation criteria. The Authority reserves the right to complete its responsiveness and pass/fail evaluation in its entirety before making such determinations.

The Authority asks that responses and/or clarifying materials be submitted by Proposer to the Authority no later than 12:00 p.m. (PST) on February 27, 2013 at the following address:

California High-Speed Rail Authority
Attention: Tammy Thomas, Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814
Email address: RFPCP01@hsr.ca.gov

Please submit one original and 2 copies of all clarifying materials unless otherwise set forth on Attachment 1. Materials may be submitted by mail, courier, or e-mail (if by e-mail, with a hard copy original and two copies sent by overnight courier). Failure to comply with this deadline may result in the

JERRY BROWN
GOVERNOR



completion of the responsiveness/pass-fail and/or substantive technical review without regard to such materials.

Nothing in this letter modifies or alters the terms of the RFP, including the Authority's reserved rights thereunder, and such terms shall remain in full force and effect.

Regards,

A handwritten signature in blue ink that reads "Tammy Thomas". The signature is fluid and cursive, with the first name "Tammy" being more prominent than the last name "Thomas".

Tammy Thomas
California High Speed Rail Authority
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814
916.403.2676

ATTACHMENT 1
CALIFORNIA HIGH SPEED TRAIN PROJECT
PROPOSAL REVIEW
RFP NO. HSR 11-16
Tutor Perini/Zachry/Parsons

1. Please confirm that your Proposal is based on compliance with the Contract included in the RFP without a price increase or schedule extension (unless the Contract expressly entitles the Contractor to a Change Order), including but not limited to:
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2. Please identify the critical parcels listed on Table 2-17: List of Critical ROW Parcels of the Proposal (page 52 of the Proposal)) by parcel number.

1 Project Right-of-Way Parcel List

The following table provides the complete list of full and partial parcels and the dates for access to be provided for Construction Packages 1A and 1B.

A Temporary Construction Easement that is shown on the appraisal mapping shall have the same access date as the adjacent parcel to be acquired in table 1.

Where a TCE is the only property right to be acquired the date is shown in table 1.

Table 1: CHSRA ROW Priority Parcels and Proposed Access Dates for CP 1A and 1B

APN	HST#	LOCATION	ACQUISITION TYPE	PROPOSED ACCESS DATE
AVENUE 17 TO AVENUE 7				
037-030-006	MF-20-0999	North of Fresno River	Partial Acquisition	3/3/2014
037-030-007	MF-20-0998	North of Fresno River	Partial Acquisition	2/16/2014
037-030-008	MF-20-0997	North of Fresno River	Partial Acquisition	2/16/2014
037-030-012	MF-20-0996	North of Fresno River	Partial Acquisition	2/16/2014
037-030-013	MF-20-0995	North of Fresno River	Partial Acquisition	2/16/2014
037-030-016	MF-20-0994	Fresno River Viaduct	Partial Acquisition	2/16/2014
037-060-016	MF-20-0993	Fresno River Viaduct	Partial Acquisition	2/16/2014
037-060-017	MF-20-0992	Fresno River Viaduct	Partial Acquisition	2/16/2014
037-060-018	MF-20-0991	Fresno River Viaduct	Full Acquisition	3/3/2014
037-060-019 037-060-021	MF-20-0990	Fresno River Viaduct	Partial Acquisition	12/20/2013
037-060-022	MF-20-1023	Fresno River Viaduct	Larger Parcel Appraisal Only	NOT ACQUIRING
037-111-023	MF-20-0989	Fresno River Viaduct	Partial Acquisition	12/20/2013
037-111-024	MF-20-0988	Fresno River Viaduct	Partial Acquisition	12/20/2013
037-111-025	MF-20-0987	Fresno River Viaduct	Partial Acquisition	12/20/2013
037-111-032	MF-20-0986	Fresno River Viaduct	Partial Acquisition	12/20/2013
037-111-033	MF-20-0985	Fresno River Viaduct	Full Acquisition	1/4/2014
037-112-003	MF-20-0984	Fresno River Viaduct	Partial	12/20/2013



			Acquisition	
037-112-004	MF-20-0981	Fresno River Viaduct	Partial Acquisition	12/20/2013
035-030-015	MF-20-0983	Fresno River Viaduct	Partial Acquisition	12/20/2013
035-030-003	MF-20-0982	Fresno River Viaduct	Partial Acquisition	12/20/2013
035-030-016	MF-20-0980	Fresno River Viaduct	Partial Acquisition	12/20/2013
035-030-017	MF-20-0979	Fresno River Viaduct	Partial Acquisition	12/20/2013
035-091-016	MF-20-0978	Fresno River Viaduct	Partial Acquisition	12/20/2013
035-092-001	MF-20-0977	Fresno River Viaduct	Full Acquisition	1/4/2014
035-092-002	MF-20-0976	Fresno River Viaduct	Partial Acquisition	10/30/2014
035-092-010	MF-20-0975	Fresno River Viaduct	Partial Acquisition	2/16/2014
035-092-009	MF-20-0974	Fresno River Viaduct	Partial Acquisition	2/16/2014
035-092-008	MF-20-0973	Fresno River Viaduct	Partial Acquisition	2/16/2014
035-092-012	MF-20-0972	Fresno River Viaduct	Full Acquisition	3/3/2014
035-092-011	MF-20-0971	Fresno River Viaduct	Partial Acquisition	2/16/2014
035-092-013	MF-20-1002	Fresno River Viaduct	Full Acquisition	2/16/2014
BNSF (Adjacent to 035-092-013)	MF-20-1022	Fresno River Viaduct	Partial Acquisition	8/15/2014
035-102-030	MF-20-1005	Fresno River Viaduct	Partial Acquisition	3/3/2014
035-102-031	MF-20-1006	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
035-102-018	MF-20-0964	South of Fresno River Viaduct	Partial Acquisition	4/19/2014
035-102-040	MF-20-1007	South of Fresno River Viaduct	Partial Acquisition	4/19/2014
035-102-020	MF-20-1004	South of Fresno River Viaduct	Partial Acquisition	4/19/2014
035-162-003	MF-20-0956	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
035-162-026	MF-20-1014	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
035-162-032	MF-20-0957	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
035-162-025	MF-20-0955	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
035-162-024	MF-20-0954	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
035-162-034	MF-20-0953	South of Fresno River Viaduct	Partial	9/29/2014



			Acquisition	
035-162-035	MF-20-1013	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
035-162-036	MF-20-1012	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
035-162-037	MF-20-1011	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
035-171-001	MF-20-0951	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
035-171-011	MF-20-0946	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
035-171-012	MF-20-0950	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
035-171-003	MF-20-0949	South of Fresno River Viaduct	Full Acquisition	3/3/2014
035-171-013	MF-20-0948	South of Fresno River Viaduct	Full Acquisition	3/3/2014
035-171-005	MF-20-0947	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
035-211-006	MF-20-0943	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
035-212-002	MF-20-0944	South of Fresno River Viaduct	Partial Acquisition	12/31/2014
035-232-002	MF-20-0942	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
035-232-003	MF-20-0941	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
034-190-031	MF-20-0940	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
034-210-045	MF-20-0939	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
034-210-049	MF-20-0938	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
034-210-047	MF-20-0937	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
047-070-013	MF-20-0934	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
047-070-014	MF-20-0936	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
047-070-007	MF-20-0933	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
047-080-001	MF-20-0935	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
047-130-026	MF-20-0929	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
047-130-016	MF-20-0928	South of Fresno River Viaduct	Partial Acquisition	4/19/2014
047-130-027	MF-20-0925	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
047-130-028	MF-20-0923	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
047-130-029	MF-20-0922	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
047-130-030	MF-20-0921	South of Fresno River Viaduct	Partial	10/30/2014



047-240-006	MF-20-0918	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
047-240-007	MF-20-0917	South of Fresno River Viaduct	Partial Acquisition	2/14/2015
047-240-004	MF-20-0915	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
047-240-003	MF-20-0914	South of Fresno River Viaduct	Partial Acquisition	12/31/2014
047-320-009	MF-20-0913	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
047-320-010	MF-20-0912	South of Fresno River Viaduct	Partial Acquisition	12/14/2014
047-320-005	MF-20-0910	South of Fresno River Viaduct	Partial Acquisition	12/14/2014
047-320-004	MF-20-0911	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
047-330-005	MF-20-0909	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
048-070-008	MF-20-0908	South of Fresno River Viaduct	Partial Acquisition	12/31/2014
048-070-009	MF-20-1020	South of Fresno River Viaduct	Full Acquisition	2/16/2014
048-080-001	MF-20-0907	South of Fresno River Viaduct	Partial Acquisition	12/14/2014
048-080-003	MF-20-0906	South of Fresno River Viaduct	Partial Acquisition	2/14/2015
048-080-004	MF-20-0905	South of Fresno River Viaduct	Partial Acquisition	2/14/2015
048-190-011	MF-20-0904	South of Fresno River Viaduct	Partial Acquisition	12/14/2014
048-190-028	MF-20-0903	South of Fresno River Viaduct	Partial Acquisition	3/14/2015
048-190-029	MF-20-0902	South of Fresno River Viaduct	Partial Acquisition	3/14/2015
048-190-014	MF-20-0901	South of Fresno River Viaduct	Partial Acquisition	3/14/2015
048-200-002	MF-20-0900	South of Fresno River Viaduct	Partial Acquisition	10/30/2014
048-200-008	MF-20-0899	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
048-200-006	MF-20-0898	South of Fresno River Viaduct	Full Acquisition	2/16/2014
048-200-007	MF-20-0897	South of Fresno River Viaduct	Partial Acquisition	2/16/2014
AVENUE 7 TO SR-41				
APN	HST#	LOCATION	ACQUISITION TYPE	PROPOSED ACCESS DATE
048-270-009	MF-20-1000	San Joaquin River crossing	Partial Acquisition	7/12/2014
048-270-008	MF-20-1001	San Joaquin River crossing	Partial Acquisition	7/12/2014



504-010-01	MF-10-0238	San Joaquin River crossing	Partial Acquisition	4/28/2014
504-130-22	MF-10-0001	San Joaquin River crossing	Partial Acquisition	5/16/2014
504-130-20	MF-10-0219	San Joaquin River crossing	Partial Acquisition	4/28/2014
504-130-08	MF-10-0007	San Joaquin River crossing	Partial Acquisition	1/3/2014
504-010-09	MF-10-0215	San Joaquin River crossing	Partial Acquisition	4/28/2014
504-010-15	MF-10-0231	San Joaquin River crossing	Partial Acquisition	4/28/2014
504-010-16	MF-10-0230	San Joaquin River crossing	Partial Acquisition	4/28/2014
504-050-34 & 504-070-33 (portion)	MF-10-0010	San Joaquin River crossing	Full Acquisition	2/18/2014
504-070-41	MF-10-0013	San Joaquin River crossing	Partial Acquisition	10/22/2013
504-070-51	MF-10-0012	San Joaquin River crossing	Full Acquisition	11/10/2013
504-070-52	MF-10-0014	San Joaquin River crossing	Partial Acquisition	5/19/2014
504-070-39	MF-10-0015	San Joaquin River crossing	Partial Acquisition	10/22/2013
504-106-02	MF-10-0016	San Joaquin River crossing	Full Acquisition	9/15/2013
504-106-04	MF-10-0018	San Joaquin River crossing	Full Acquisition	4/5/2014
504-106-05	MF-10-0019	San Joaquin River crossing	Full Acquisition	1/5/2014
504-060-73	MF-10-0017	San Joaquin River crossing	Partial Acquisition	10/30/2013
504-060-71	MF-10-0020	San Joaquin River crossing	Partial Acquisition	9/15/2013
504-060-70	MF-10-0021	San Joaquin River crossing	Full Acquisition	3/9/2014
504-060-75	MF-10-0022	San Joaquin River crossing	Partial Acquisition	9/15/2013
504-140-11	MF-10-0023	San Joaquin River crossing	Full Acquisition	9/24/2014
504-091-02	MF-10-0208	San Joaquin River crossing	Partial Acquisition	6/27/2015
504-091-03	MF-10-0209	San Joaquin River crossing	Partial Acquisition	6/27/2015
504-091-04	MF-10-0210	San Joaquin River crossing	Partial Acquisition	6/27/2015
504-080-47	MF-10-0211	San Joaquin River crossing	Partial Acquisition	12/28/2013
504-080-66	MF-10-0178	San Joaquin River crossing	Partial Acquisition	12/28/2013
504-080-67	MF-10-0212	San Joaquin River crossing	Partial Acquisition	9/12/2014
504-080-32	MF-10-0213	San Joaquin River crossing	Partial	9/12/2014



			Acquisition	
504-080-39	MF-10-0206	San Joaquin River crossing	Partial Acquisition	9/12/2014
504-080-38	MF-10-0207	San Joaquin River crossing	Partial Acquisition	9/12/2014
504-080-37	MF-10-0031	San Joaquin River crossing	Partial Acquisition	11/5/2014
458-133-15	FB-10-0088	Roeding Trench	Partial Acquisition	10/30/2013
458-240-30	FB-10-0094	Roeding Trench	Partial Acquisition	5/28/2015
458-010-05	FB-10-0103	Roeding Trench	Partial Acquisition	4/28/2014
458-240-31	FB-10-0095	Roeding Trench	Partial Acquisition	10/12/2013
458-240-33	FB-10-0099	Roeding Trench	Full Acquisition	9/15/2013
458-240-32	FB-10-0098	Roeding Trench	Full Acquisition	10/29/2013
458-240-10	FB-10-0097	Roeding Trench	Full Acquisition	9/15/2013
458-250-10	FB-10-0100	Roeding Trench	Partial Acquisition	9/15/2013
458-010-19	FB-10-0105	Roeding Trench	Partial Acquisition	4/28/2014
458-250-07	FB-10-0107	Roeding Trench	Full Acquisition	10/29/2013
458-250-08	FB-10-0108	Roeding Trench	Full Acquisition	10/29/2013
458-010-17	FB-10-0104	Roeding Trench	Partial Acquisition	4/28/2014
458-250-37	FB-10-0110	Roeding Trench	Full Acquisition	7/9/2014
465-020-23	FB-10-0113	Roeding Trench	Full Acquisition	2/8/2014
465-020-13	FB-10-0111	Roeding Trench	Full Acquisition	11/10/2013
465-020-22	FB-10-0112	Roeding Trench	Full Acquisition	4/24/2015
465-030-18	FB-10-0116	Roeding Trench	Full Acquisition	4/4/2014
465-030-16	FB-10-0115	Roeding Trench	Full Acquisition	3/25/2015
504-080-33	MF-10-0032	Golden State Blvd	Partial Acquisition	11/5/2014
504-080-69	MF-10-0033	Golden State Blvd	Partial Acquisition	11/5/2014
504-080-74	MF-10-0034	Golden State Blvd	Partial Acquisition	9/15/2013
504-080-71	MF-10-0035	CITY OF FRESNO - VETERANS PROJECT	Partial Acquisition	11/5/2014



504-080-14	MF-10-0037	CITY OF FRESNO - VETERANS PROJECT	Partial Acquisition	11/5/2014
504-080-46	MF-10-0036	CITY OF FRESNO - VETERANS PROJECT	Partial Acquisition	11/5/2014
505-080-25	MF-10-0038	CITY OF FRESNO - VETERANS PROJECT	Partial Acquisition	5/5/2014
505-080-16	MF-10-0039	Golden State Blvd	Partial Acquisition	9/15/2013
505-080-21	MF-10-0040	Golden State Blvd	Partial Acquisition	11/5/2015
505-080-22	MF-10-0041	Golden State Blvd	Partial Acquisition	11/24/2016
508-020-04	MF-10-0042	Golden State Blvd	Partial Acquisition	4/19/2015
508-020-01	MF-10-0216	Golden State Blvd	Partial Acquisition	4/28/2014
508-020-10	MF-10-0043	Golden State Blvd	Partial Acquisition	12/20/2015
508-020-11	MF-10-0044	Golden State Blvd	Partial Acquisition	12/20/2015
508-020-12	MF-10-0045	Golden State Blvd	Partial Acquisition	12/20/2015
508-020-13	MF-10-0046	Golden State Blvd	Partial Acquisition	9/29/2016
508-020-14	MF-10-0047	Golden State Blvd	Partial Acquisition	2/22/2015
508-020-15	MF-10-0048	Golden State Blvd	Full Acquisition	2/3/2016
508-020-16	MF-10-0049	Golden State Blvd	Full Acquisition	2/3/2016
508-020-17	MF-10-0050	Golden State Blvd	Partial Acquisition	9/5/2015
508-020-21	MF-10-0051	Golden State Blvd	Partial Acquisition	9/5/2015
508-020-23	MF-10-0052	Golden State Blvd	Partial Acquisition	3/19/2016
508-020-25	MF-10-0053	Golden State Blvd	Full Acquisition	9/15/2013
508-030-12	MF-10-0054	Golden State Blvd	Partial Acquisition	8/19/2014
508-101-18	MF-10-0055	Golden State Blvd	Partial Acquisition	9/15/2013
508-101-19	MF-10-0056	Golden State Blvd	Full Acquisition	9/15/2013
508-102-04	MF-10-0057	Golden State Blvd	Partial Acquisition	9/15/2013
508-102-01	MF-10-0232	Golden State Blvd	Larger Parcel Appraisal Only	NOT ACQUIRING
508-102-02	MF-10-0233	Golden State Blvd	Larger Parcel Appraisal Only	NOT ACQUIRING
508-102-03	MF-10-0234	Golden State Blvd	Larger Parcel Appraisal Only	NOT ACQUIRING
508-102-35	MF-10-0058	Golden State Blvd	Partial	9/15/2013



			Acquisition	
508-102-07	MF-10-0059	Golden State Blvd	Partial Acquisition	9/15/2013
508-102-08	MF-10-0060	Golden State Blvd	Partial Acquisition	9/15/2013
508-102-10	MF-10-0061	Golden State Blvd	Partial Acquisition	9/15/2013
508-102-09	MF-10-0062	Golden State Blvd	Full Acquisition	7/9/2014
508-110-45	MF-10-0063	Golden State Blvd	Partial Acquisition	3/30/2014
508-110-46	MF-10-0064	Golden State Blvd	Partial Acquisition	2/4/2014
508-110-06	MF-10-0066	Golden State Blvd	Partial Acquisition	3/30/2014
508-110-07	MF-10-0067	Golden State Blvd	Full Acquisition	9/15/2013
508-110-08	MF-10-0068	Golden State Blvd	Full Acquisition	9/15/2013
508-110-09	MF-10-0070	Golden State Blvd	Partial Acquisition	6/28/2014
508-110-48	MF-10-0073	Golden State Blvd	Partial Acquisition	9/15/2013
508-130-01	MF-10-0069	Golden State Blvd	Partial Acquisition	9/15/2013
510-050-03	MF-10-0085	Golden State Blvd	Partial Acquisition	9/15/2013
510-050-04	MF-10-0083	Golden State Blvd	Partial Acquisition	11/10/2014
510-050-30	MF-10-0086	Golden State Blvd	Partial Acquisition	4/10/2014
510-050-31	MF-10-0088	Golden State Blvd	Partial Acquisition	4/10/2014
510-050-39	MF-10-0087	Golden State Blvd	Partial Acquisition	11/10/2014
510-050-25	MF-10-0089	Golden State Blvd	Partial Acquisition	9/15/2013
510-050-26	MF-10-0090	Golden State Blvd	Partial Acquisition	9/15/2013
510-060-32	MF-10-0091	Golden State Blvd	Partial Acquisition	9/15/2013
510-060-33	MF-10-0092	Golden State Blvd	Partial Acquisition	9/15/2013
510-070-53	MF-10-0093	Golden State Blvd	Full Acquisition	11/10/2013
510-070-63	MF-10-0095	Golden State Blvd	Full Acquisition	9/15/2013
510-090-45	MF-10-0097	Golden State Blvd	Partial Acquisition	9/15/2013
510-090-46	MF-10-0096	Golden State Blvd	Partial Acquisition	9/15/2013
510-090-43	MF-10-0098	Golden State Blvd	Partial Acquisition	9/15/2013
510-090-40	MF-10-0099	Golden State Blvd	Partial	9/15/2013



			Acquisition	
510-460-05	MF-10-0100	Golden State Blvd	Partial Acquisition	11/30/2013
510-460-16	MF-10-0101	Golden State Blvd	Partial Acquisition	3/11/2014
510-460-15	MF-10-0102	Golden State Blvd	Partial Acquisition	9/15/2013
510-460-14	MF-10-0103	Golden State Blvd	Partial Acquisition	1/5/2014
510-100-14	MF-10-0104	Golden State Blvd	Partial Acquisition	6/22/2015
510-100-12	MF-10-0106	Golden State Blvd	Partial Acquisition	5/10/2014
510-470-0X	MF-10-0107	Golden State Blvd	Partial Acquisition	12/29/2013
510-470-01	MF-10-0185	Golden State Blvd	Full Acquisition	2/27/2014
510-470-02	MF-10-0186	Golden State Blvd	Full Acquisition	2/27/2014
510-470-03	MF-10-0108	Golden State Blvd	Full Acquisition	2/27/2014
510-470-04	MF-10-0187	Golden State Blvd	Full Acquisition	2/27/2014
510-470-05	MF-10-0188	Golden State Blvd	Full Acquisition	2/27/2014
510-470-10	MF-10-0112	Golden State Blvd	Full Acquisition	2/27/2014
510-470-06	MF-10-0189	Golden State Blvd	Full Acquisition	2/27/2014
510-470-07	MF-10-0190	Golden State Blvd	Full Acquisition	2/27/2014
510-470-08	MF-10-0109	Golden State Blvd	Full Acquisition	2/27/2014
510-470-09	MF-10-0111	Golden State Blvd	Full Acquisition	2/27/2014
510-470-11	MF-10-0113	Golden State Blvd	Full Acquisition	2/27/2014
510-470-12	MF-10-0214	Golden State Blvd	Full Acquisition	2/27/2014
442-122-02	FB-10-0001	Golden State Blvd	Partial Acquisition	9/15/2013
442-122-15	FB-10-0003	Golden State Blvd	Partial Acquisition	11/14/2013
442-122-03	FB-10-0002	Golden State Blvd	Full Acquisition	9/15/2013
442-122-36	FB-10-0012	Golden State Blvd	Partial Acquisition	11/14/2013
442-122-05	FB-10-0005	Golden State Blvd	Full Acquisition	11/10/2013
449-161-02	FB-10-0027	Golden State Blvd	Full Acquisition	2/8/2014
449-161-08	FB-10-0030	Golden State Blvd	Partial Acquisition	2/9/2014
449-161-04	FB-10-0028	Golden State Blvd	Partial	9/15/2013



			Acquisition	
449-161-05	FB-10-0029	Golden State Blvd	Partial Acquisition	9/27/2013
449-180-08	FB-10-0044	Golden State Blvd	Full Acquisition	9/15/2013
449-180-09	FB-10-0045	Golden State Blvd	Full Acquisition	9/15/2013
449-180-10	FB-10-0046	Golden State Blvd	Full Acquisition	9/15/2013
450-280-01	FB-10-0076	Golden State Blvd	Full Acquisition	10/6/2013
450-280-02	FB-10-0077	Golden State Blvd	Partial Acquisition	9/27/2013
450-280-03	FB-10-0078	Golden State Blvd	Partial Acquisition	9/27/2013
450-280-11	FB-10-0080	Golden State Blvd	Partial Acquisition	9/15/2013
450-280-12	FB-10-0081	Golden State Blvd	Partial Acquisition	10/13/2013
450-280-34	FB-10-0083	Golden State Blvd	Partial Acquisition	10/26/2014
450-280-31	FB-10-0082	Golden State Blvd	Full Acquisition	9/2/2014
465-040-23	FB-10-0123	DOWNTOWN FRESNO	Full Acquisition	3/25/2015
465-040-06	FB-10-0120	DOWNTOWN FRESNO	Full Acquisition	3/25/2015
465-040-05	FB-10-0119	DOWNTOWN FRESNO	Full Acquisition	6/6/2015
465-040-31	FB-10-0124	DOWNTOWN FRESNO	Full Acquisition	3/25/2015
465-040-04	FB-10-0118	DOWNTOWN FRESNO	Full Acquisition	1/4/2014
465-040-03	FB-10-0117	DOWNTOWN FRESNO	Partial Acquisition	11/30/2013
465-040-36	FB-10-0128	DOWNTOWN FRESNO	Partial Acquisition	4/28/2014
465-040-22	FB-10-0122	DOWNTOWN FRESNO	Full Acquisition	11/10/2013
465-040-21	FB-10-0121	DOWNTOWN FRESNO	Full Acquisition	1/4/2014
467-030-22	FB-10-0132	DOWNTOWN FRESNO	Partial Acquisition	4/28/2014
467-030-34	FB-10-0142	DOWNTOWN FRESNO	Partial Acquisition	4/28/2014
467-030-23	FB-10-0133	DOWNTOWN FRESNO	Full Acquisition	9/15/2013
467-030-19	FB-10-0131	DOWNTOWN FRESNO	Full Acquisition	9/15/2013
467-030-25	FB-10-0134	DOWNTOWN FRESNO	Full Acquisition	7/14/2014
467-061-15	FB-10-0484	DOWNTOWN FRESNO	Full Acquisition	9/2/2014



467-062-11	FB-10-0486	DOWNTOWN FRESNO	Full Acquisition	8/4/2014
467-062-03	FB-10-0485	DOWNTOWN FRESNO	TCE ONLY	1/19/2014
467-030-17	FB-10-0139	DOWNTOWN FRESNO	Full Acquisition	4/4/2014
467-030-04	FB-10-0138	DOWNTOWN FRESNO	Full Acquisition	2/28/2014
467-030-32	FB-10-0141	DOWNTOWN FRESNO	Partial Acquisition	4/28/2014
467-063-18	FB-10-0487	DOWNTOWN FRESNO	Full Acquisition	9/15/2013
467-063-19	FB-10-0488	DOWNTOWN FRESNO	Full Acquisition	9/15/2013
467-063-37	FB-10-0492	DOWNTOWN FRESNO	Full Acquisition	1/14/2014
467-030-29	FB-10-0140	DOWNTOWN FRESNO	Full Acquisition	9/15/2013
467-030-37	FB-10-0510	DOWNTOWN FRESNO	Full Acquisition	4/30/2014
467-030-38	FB-10-0525	DOWNTOWN FRESNO	Partial Acquisition	10/1/2013
467-030-03	FB-10-0503	DOWNTOWN FRESNO	Full Acquisition	4/29/2015
467-071-01	FB-10-0495	DOWNTOWN FRESNO	Full Acquisition	8/30/2014
467-071-02	FB-10-0504	DOWNTOWN FRESNO	Full Acquisition	8/30/2014
467-040-12	FB-10-0149	DOWNTOWN FRESNO	Full Acquisition	9/15/2013
467-040-07	FB-10-0148	DOWNTOWN FRESNO	Full Acquisition	9/15/2013
467-040-06	FB-10-0147	DOWNTOWN FRESNO	Full Acquisition	9/15/2013
467-040-05	FB-10-0146	DOWNTOWN FRESNO	Full Acquisition	9/21/2013
467-040-21	FB-10-0151	DOWNTOWN FRESNO	Partial Acquisition	4/28/2014
467-040-04	FB-10-0145	DOWNTOWN FRESNO	Full Acquisition	9/15/2013
467-050-24	FB-10-0173	DOWNTOWN FRESNO	Partial Acquisition	4/28/2014
467-050-13	FB-10-0168	DOWNTOWN FRESNO	Partial Acquisition	10/28/2013
467-081-19	FB-10-0160	DOWNTOWN FRESNO	Full Acquisition	10/31/2013
467-081-08	FB-10-0157	DOWNTOWN FRESNO	Partial Acquisition	7/29/2014
467-081-07	FB-10-0508	DOWNTOWN FRESNO	Full Acquisition	9/15/2013
467-081-06	FB-10-0501	DOWNTOWN FRESNO	Full Acquisition	10/16/2013
467-081-05	FB-10-0500	DOWNTOWN FRESNO	Full Acquisition	10/16/2013



467-050-28 (old APN 467-050-19)	FB-10-0170	DOWNTOWN FRESNO	Partial Acquisition	11/13/2013
467-082-12	FB-10-0161	DOWNTOWN FRESNO	Partial Acquisition	9/15/2013
467-082-01	FB-10-0502	DOWNTOWN FRESNO	Full Acquisition	9/15/2013
467-050-23	FB-10-0172	DOWNTOWN FRESNO	Full Acquisition	3/14/2014
508-120-18	MF-10-0072	W Shaw Ave G.S.	Partial Acquisition	9/15/2013
509-050-05	MF-10-0181	W Shaw Ave G.S.	Partial Acquisition	11/14/2013
510-050-01	MF-10-0079	W Shaw Ave G.S.	Partial Acquisition	6/14/2014
510-050-02	MF-10-0080	W Shaw Ave G.S.	Full Acquisition	9/15/2013
508-010-07	MF-10-0223	W Shaw Ave G.S.	Partial Acquisition	4/28/2014
510-050-05	MF-10-0183	W Shaw Ave G.S.	Full Acquisition	9/15/2013
509-050-06	MF-10-0182	W Shaw Ave G.S.	TCE ONLY	1/19/2014
509-080-11	MF-10-0078	W Shaw Ave G.S.	TCE ONLY	1/19/2014
509-080-13	MF-10-0076	W Shaw Ave G.S.	TCE ONLY	1/19/2014
509-080-45	MF-10-0065	W Shaw Ave G.S.	TCE ONLY	1/19/2014
510-050-06	MF-10-0184	W Shaw Ave G.S.	Partial Acquisition	7/5/2014
442-122-37	FB-10-0013	McKinley Ave. G.S.	Partial Acquisition	11/14/2013
442-122-33	FB-10-0009	McKinley Ave. G.S.	Partial Acquisition	11/14/2013
442-122-34	FB-10-0010	McKinley Ave. G.S.	Partial Acquisition	11/14/2013
442-122-35	FB-10-0011	McKinley Ave. G.S.	Partial Acquisition	11/14/2013
449-020-16	FB-10-0047	McKinley Ave. G.S.	Partial Acquisition	3/25/2014
442-122-24	FB-10-0007	McKinley Ave. G.S.	Partial Acquisition	11/14/2013
442-122-28	FB-10-0008	McKinley Ave. G.S.	Full Acquisition	11/14/2013
442-122-22	FB-10-0006	McKinley Ave. G.S.	Full Acquisition	1/19/2014
442-123-05	FB-10-0626	McKinley Ave. G.S.	Partial Acquisition	1/19/2014
442-123-03	FB-10-0627	McKinley Ave. G.S.	Partial Acquisition	1/19/2014
449-162-01	FB-10-0031	McKinley Ave. G.S.	Full Acquisition	9/15/2013
449-162-02	FB-10-0032	McKinley Ave. G.S.	Full Acquisition	9/15/2013



449-162-03	FB-10-0033	McKinley Ave. G.S.	Full Acquisition	9/15/2013
449-162-04	FB-10-0034	McKinley Ave. G.S.	Full Acquisition	9/15/2013
449-162-05	FB-10-0035	McKinley Ave. G.S.	Full Acquisition	9/15/2013
449-162-20	FB-10-0041	McKinley Ave. G.S.	Partial Acquisition	9/21/2013
450-280-08	FB-10-0079	Olive Ave. G.S.	Partial Acquisition	4/10/2014
450-154-09	FB-10-0053	Olive Ave. G.S.	Full Acquisition	12/28/2013
450-154-08	FB-10-0052	Olive Ave. G.S.	Full Acquisition	9/15/2013
450-155-18	FB-10-0058	Olive Ave. G.S.	Full Acquisition	9/15/2013
450-155-17	FB-10-0057	Olive Ave. G.S.	Full Acquisition	11/10/2013
450-155-16	FB-10-0056	Olive Ave. G.S.	Full Acquisition	9/15/2013
450-155-15	FB-10-0055	Olive Ave. G.S.	Full Acquisition	9/15/2013
450-271-18	FB-10-0512	Belmont Ave. G.S.	Full Acquisition	8/30/2014
450-271-12	FB-10-0070	Belmont Ave. G.S.	Full Acquisition	8/31/2014
450-272-28	FB-10-0074	Belmont Ave. G.S.	Full Acquisition	9/15/2013
450-272-27	FB-10-0073	Belmont Ave. G.S.	Full Acquisition	9/15/2013
450-272-14	FB-10-0072	Belmont Ave. G.S.	Full Acquisition	9/15/2013
450-272-13	FB-10-0071	Belmont Ave. G.S.	Full Acquisition	9/15/2013
450-272-12	FB-10-0481	Belmont Ave. G.S.	Full Acquisition	10/6/2013
450-273-26	FB-10-0075	Belmont Ave. G.S.	Full Acquisition	12/28/2013
450-273-13	FB-10-0483	Belmont Ave. G.S.	Full Acquisition	4/12/2014
450-273-12	FB-10-0482	Belmont Ave. G.S.	Full Acquisition	4/12/2014
459-023-55	FB-10-0091	Belmont Ave. G.S.	Full Acquisition	1/4/2014
459-023-56	FB-10-0092	Belmont Ave. G.S.	TCE ONLY	1/19/2014
459-023-18	FB-10-0517	Belmont Ave. G.S.	TCE ONLY	1/19/2014
459-023-59	FB-10-0089	Belmont Ave. G.S.	TCE ONLY	1/19/2014
459-023-51	FB-10-0090	Belmont Ave. G.S.	TCE ONLY	1/19/2014
508-110-13	MF-10-0180	Street Improvements / Shaw Ave.	Partial Acquisition	6/14/2014



508-110-10	MF-10-0235	Street Improvements / Shaw Ave.	Larger Parcel Appraisal Only	NOT ACQUIRING
508-110-11	MF-10-0236	Street Improvements / Shaw Ave.	Larger Parcel Appraisal Only	NOT ACQUIRING
508-110-12	MF-10-0237	Street Improvements / Shaw Ave.	Larger Parcel Appraisal Only	NOT ACQUIRING
508-110-14	MF-10-0071	Street Improvements / Shaw Ave.	Partial Acquisition	9/15/2013
459-111-14	FB-10-0093	Street Improvements / Roeding Trench	Partial Acquisition	10/29/2013
458-010-20	FB-10-0106	Roeding Trench / Utility Relocation	Partial Acquisition	4/28/2014
458-240-25	FB-10-0628	Roeding Trench / Utility Relocation	Partial Acquisition	2/16/2014
458-250-15	FB-10-0538	Roeding Trench / Utility Relocation	Partial Acquisition	10/30/2013
458-250-25	FB-10-0102	Roeding Trench / Utility Relocation	Partial Acquisition	4/30/2014
458-250-27	FB-10-0606	Roeding Trench / Utility Relocation	Partial Acquisition	4/30/2014
458-250-09	FB-10-0539	Roeding Trench / Utility Relocation	Partial Acquisition	9/15/2013
458-250-23	FB-10-0101	Roeding Trench / Utility Relocation	Partial Acquisition	9/15/2013
458-250-24	FB-10-0109	Roeding Trench / Utility Relocation	Partial Acquisition	1/19/2014



3 Right-of-Way Exhibit for Construction Package 1C

Contractor shall be given access to the land delineated in the Right-of-Way Exhibit for Construction Package 1C by June 25, 2015.



February 7, 2013

Via Overnight Mail

Ms. Tammy Thomas, Contract Specialist
California High-Speed Rail Authority
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814

**Reference: Request for Proposal for Design-Build Services
Initial Construction Section – Construction Package #1**

**Subject: California High Speed Train Project Proposal Clarifications and
Questions**

Dear Ms. Thomas:

Parsons Transportation Group Inc., as a member of the Tutor Perini/Zachary/Parsons, a Joint Venture, would like to provide an update/clarification to the Cert. 1/General Proposer Certification Contingency Fee response submitted 1/18/2013 as follows:

Parsons Transportation Group, Inc. (Parsons) has retained Curt Pringle & Associates to advise on infrastructure projects in the State of California, without regard to the type of project. Given the general nature of this retention, we do not believe that this requires an answer in the affirmative to the question of whether we have retained a person or company to solicit or obtain the High Speed Rail Project, but we wish to make you aware of this retention in the interests of full disclosure. Pringle & Associates is compensated on a fixed fee basis, and does not receive any contingent fee based on the award of any infrastructure project to Parsons.

Sincerely,

PARSONS TRANSPORTATION GROUP INC.



Todd K. Wager
President