SFOBB EAST SPAN MARINE FOUNDATION REMOVAL PROJECT

STATEMENT OF QUALIFICATIONS
CONTRACT NO. 04135CM | 06/03/2014

GSB/OBAYASHI JV

GSB/OBAYASHI JV

AG TRANSMITTAL LETTER AND PROPOSER SOQ CERTIFICATION

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GSB/OBAYASHI JV

SFOBB EAST SPAN
MARINE FOUNDATION
REMOVAL PROJECT

3.1

FORM A

TRANSMITTAL LETTER

GSB/OBAYASHI JV

Form A
TRANSMITTAL LETTER

SOQ Date: June 3, 2014

California Department of Transportation
Division of Procurement and Contracts
1727 30th Street
Sacramento, CA. 95816-7006
Attn: Denetia Floyd-Smith, Contract Analyst

The undersigned ("Proposer") submits this proposal and statement of qualification submittal (this "SOQ") in response to that certain Request for Qualifications dated as of June 3, 2014 (as amended, the "RFQ"), issued by California Department of Transportation ("Department") to provide preconstruction services and demolish the related facilities within the State Route 80, as described in the RFQ.

Enclosed, and by this reference incorporated herein and made a part of this SOQ, are the following:

Transmittal Letter (this Form A)

Form G, Proposer's SOQ Certification

Section 1: Legal Structure

Section 2: Financial Capacity

Section 3: Safety Program

Section 4: Firm Experience and Past Performance

Section 5: Proposer Organization and Key Personnel

Section 6: Project Understanding and Approach

Appendices A & B (Resumes and Legal Documents)

Proposer acknowledges receipt, understanding, and full consideration of all materials posted on the BidSync website (http://www.BidSync.com) as set forth in Section 1.3, and the following addenda and sets of questions and answers to the RFQ:

Addendum #1 - Apr 24, 2014; Addendum #2 - May 01, 2014

Addendum #3 - May 07, 2014; Addendum #4 - May 22, 2014

Change made on May 13, 2014; Questions & Answers –1 thru 22

Proposer represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ. If the Proposer consists of more than one entity, all members of the Proposer entity agree to accept joint and several liability for performance under the Contract. Proposer understands that Department is not bound to award a contract and may reject each SOQ Department may receive. Proposer further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by the Proposer.

Proposer agrees that Department will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this SOQ. This SOQ shall be governed by and construed in all respects according to the laws of the State of California.

Proposer's business address:

2990 Bay Vista Court, Suite D

(No.) (Street) (Floor or Suite)

Benicia, California, 94510 United States

(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation/Formation/Organization: California

GSB/Obayashi JV

By: ***Golden State Bridge Inc.***

By: _____

Print Name: David Riccitiello

Title: President

By: ***Obayashi Corporation***

By: _____

Print Name: Hirokazu Onozaki

Title: Senior General Manager

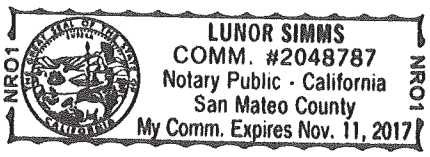
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On May 15, 2014 before me, Lunor Simms, Notary Public personally appeared Hirokazu Onozaki, Senior General Manager who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public Signature

Notary Public Seal

ADA Notice: For individuals with sensory disabilities, this document may be available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Solano

On May 23, 2014 before me, Maria Lanza, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared David Riccitiello
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

MARIA LANZA
Commission # 2024757
Notary Public - California
Solano County
My Comm. Expires May 16, 2017

Place Notary Seal Above

Signature: Maria
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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3.1

FORM G

PROPOSER SOQ CERTIFICATIONS

GSB/OBAYASHI JV

Form G
PROPOSER SOQ CERTIFICATION

A COPY OF THIS CERTIFICATION MUST BE COMPLETED AND SIGNED BY PROPOSER AND, IF A PROPOSER IS A PARTNERSHIP, LIMITED PARTNERSHIP, JOINT VENTURE OR OTHER ASSOCIATION, THEN A SEPARATE CERTIFICATION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH MEMBER AND SUBMITTED WITH THE STATEMENT OF QUALIFICATIONS.

DECLARATION

STATE OF California)
)SS:
COUNTY OF Solano)

I, (printed name) David Riccitiello, being first duly sworn, state that I am the (title) President/CEO of the Proposer.

I certify that I have read and understood the information contained in the Request for Qualifications issued by the California Department of Transportation for the SFOBB East Span Foundation Removal Project and the attached Statement of Qualifications (SOQ), and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this SOQ is complete, current, and true. I further acknowledge that any false, deceptive, or fraudulent statements in the SOQ will result in denial of pre-qualification status.

(Signature)

David Riccitiello, President/CEO
(Name Printed)

ACKNOWLEDGMENT

State of California
County of Solano

On 5/23/14 before me, Maria Lanza, Notary Public [here insert name and title of the officer] personally appeared, David Riccitiello [Insert name of signer above], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

MARIA LANZA
Commission # 2024757
Notary Public - California
Solano County
My Comm. Expires May 16, 2017

Notary Public Seal

NOTICE TO APPLICANTS:
A material false statement, omission, or fraudulent inducement made in connection with this Statement of Qualifications is sufficient cause for denial of the application. In addition, such false submission may subject the person or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code section 132, offering altered or antedated or forged documents or records; and section 134, preparing false documentary evidence).

Form G
PROPOSER SOQ CERTIFICATION

A COPY OF THIS CERTIFICATION MUST BE COMPLETED AND SIGNED BY PROPOSER AND, IF A PROPOSER IS A PARTNERSHIP, LIMITED PARTNERSHIP, JOINT VENTURE OR OTHER ASSOCIATION, THEN A SEPARATE CERTIFICATION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH MEMBER AND SUBMITTED WITH THE STATEMENT OF QUALIFICATIONS.

DECLARATION

STATE OF California)
)SS:
COUNTY OF San Mateo)

I, (printed name) Hirokazu Onozaki, being first duly sworn, state that I am the (title) Senior General Manager of the Proposer.

I certify that I have read and understood the information contained in the Request for Qualifications issued by the California Department of Transportation for the SFOBB East Span Foundation Removal Project and the attached Statement of Qualifications (SOQ), and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this SOQ is complete, current, and true. I further acknowledge that any false, deceptive, or fraudulent statements in the SOQ will result in denial of pre-qualification status.

(Signature)

Hirokazu Onozaki
(Name Printed)

ACKNOWLEDGMENT

State of California
County of San Mateo

On May 15th, 2014 before me, Lunor Simms, Notary Public personally appeared, Hirokazu Onozaki, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

LUNOR SIMMS
COMM. #2048787
Notary Public · California
San Mateo County
My Comm. Expires Nov. 11, 2017
NRO1

Notary Public Signature

Notary Public Seal

NOTICE TO APPLICANTS:
A material false statement, omission, or fraudulent inducement made in connection with this Statement of Qualifications is sufficient cause for denial of the application. In addition, such false submission may subject the person or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code section 132, offering altered or antedated or forged documents or records; and section 134, preparing false documentary evidence).

1. LEGAL STRUCTURE

SECTION 1

GSB/OBAYASHI JV

SFOBB EAST SPAN
MARINE FOUNDATION
REMOVAL PROJECT

SINCE 2004, GSB HAS COMPLETED OVER **50 CALTRANS** CONTRACTS TOTALING **$318 M**

OBAYASHI IS A **122 YEAR OLD** MULTI-NATIONAL ENGINEERING AND CONSTRUCTION FIRM RANKED IN THE **TOP 20 ENR GLOBAL CONTRACTORS**

[1.A] LEGAL STRUCTURE OR DESCRIPTION OF PROPOSED LEGAL STRUCTURE // RFQ SECTION 3.2.A

Golden State Bridge (GSB) and **Obayashi Corporation (OC)** are the Major Participant firms that form **GSB/Obayashi JV** (CA Contractors License #990696), a Joint Venture Team proposing for the SFOBB East Span Foundation Demolition CMGC Project.

GSB/Obayashi JV (GOJV) is bound by a fully executed Joint Venture Agreement. Both companies have been following this project for several years and have dedicated resources to fully understand all facets of the project delivery method and scope of work to be performed. GOJV has established all of the ground work to begin work upon contract award.

[1.B] FULLY, JOINT AND SEVERALLY LIABLE // RFQ SECTION 3.2.B

Both Golden State Bridge and Obayashi Corporation are joint and severally bound for the performance under the Preconstruction Services Contract. Nothing provided in this SOQ will materially adversely affect our ability to carry out the Project responsibilities.

[1.C] IDENTIFICATION OF MAJOR PARTICIPANTS // RFQ SECTION 3.2.C

Golden State Bridge is a California Licensed General Engineering Contractor, License #851187 Class A, B, and Hazardous Substance Removal Certification. GSB is a California Corporation established in 2004. Since 2004, GSB has completed $467 million in contract revenue and completed over 50 Caltrans contracts totaling $318 million. GSB is a major bridge removal and replacement contractor throughout California. GSB and all of the employees have performed work in Caltrans District 4 throughout their careers. These employees have performed the internal and external retrofit of the Posey-Webster Tubes in Alameda, SFOBB West Span Pier Retrofits, SFOBB West Anchorage Retrofit, and San Mateo-Hayward Bridge Trestle Section Retrofit. Most recently, GSB successfully completed the first phase of the Hwy 280 Hinge Replacement over Memorial Day Weekend in 2014. Golden State Bridge has never filed a claim on a project and maintains an excellent working relationship with contract owners.

Obayashi Corporation is a 122 year old multi-national engineering and construction firm ranked in the Top 20 ENR Global Contractors. OC is a California Licensed General Engineering Contractor, License #346881 Class A & B. OC has annual revenues of $15.5 billion and regularly performs contracts for building and heavy civil engineering projects. OC performs all forms alternative project delivery such as;

GSB/OBAYASHI JV

ALL GSB EMPLOYEES HAVE PERFORMED WORK THROUGHOUT THEIR CAREERS IN **CALTRANS DISTRICT 4**

bid-build, design-build, CMGC, and other negotiated procurements. OC's depth is strengthened by its Technical Research Institute (TRI) which OC allocates $150 million annually to focus on the advancement of construction materials, engineering applications, methodologies and equipment. Major projects in the United States are: Hoover Dam Bypass Colorado River Bridge, Golden Gate Bridge Retrofit, Light Rail Tunnels in Seattle, Bascule Bridge Replacement in Florida, Transbay Transit Center (CMGC) in San Francisco, I-70 Widening (CMGC) in Colorado, and Silver Lake Reservoir (CMGC, called CM-at-Risk) in Los Angeles. OC has always completed its projects on-time and maintains an excellent working relationship with contract owners.

OBAYASHI HAS ANNUAL REVENUES OF **$15.5 B** AND ALLOCATES **$150 M** ANNUALLY ON THE ADVANCEMENT OF CONSTRUCTION MATERIALS, ENGINEERING APPLICATIONS, METHODOLOGIES & EQUIPMENT

[1.D] RESPONSE TO SECTION 3.2 (D) IF REQUIRED // RFQ SECTION 3.2.D

Golden State Bridge and Obayashi Corporation are **NOT** on any other teams proposing on this project.

[1.E] FORM E, PROPOSER'S ORGANIZATION INFORMATION // RFQ SECTION 3.2.E

At the end of this section we have included Form E: *Proposers Organizational Information.*

[1.F] FORM F, PROPOSER'S SMALL BUSINESS AND DISABLED VETERANS BUSINESS ENTERPRISE DECLARATION AFFIDAVIT // RFQ SECTION 3.2.F

At the end of this section our team has included Form F: *Proposer's Disadvantaged Business Enterprise Project Goal Declaration Affidavit.*

[1.13] DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS (STD. 840) // RFQ SECTION 1.13

At the end of this section our team has included *Documentation of Disabled Veteran Business Enterprise Program Requirements (STD. 840).* GOJV is committed to the Project's DBE, DVBE and SBE requirements.

[1.13] BIDDER DECLARATION (GSPD-05-105) // RFQ SECTION 1.13

At the end of this section our team has included *Bidder Declaration (GSPD-05-105).*

3.2.E

FORM E

PROPOSER'S ORGANIZATION INFORMATION

GSB/OBAYASHI JV

Form E
PROPOSER'S ORGANIZATION INFORMATION

Name of Proposer: GSB/Obayashi JV

Instructions for Form completion: Responses to each subject area shall be addressed within the table below. Should additional space be needed, Proposers are advised to increase space following question as appropriate. Form E shall have no SOQ page limitation.

Proposer (Individual Firm / Joint Venture / Partnership / LLC)			
Name of Entity:	**GSB/Obayashi JV**		
Address:	**2990 Bay Vista Court, Suite D**		
	Benicia, CA. 94510		
Contact Name:	**David Riccitiello**	Title:	**Authorized JV Representitive**
Telephone No.:	**(925) 372-8000**	Fax No.: **(925) 372-8001**	E-mail: **dave@gsbridge.com**
Local / Regional Contact			
Name:	**David Riccitiello**		
Address:	**2990 Bay Vista Court, Suite D**		
	Benicia, CA. 94510		
Telephone No.:	**(925) 372-8000**	Fax No.: **(925) 372-8001**	E-mail: **dave@gsbridge.com**

3.2.F

FORM F

PROPOSER'S SMALL BUSINESS AND DISABLED VETERANS BUSINESS ENTERPRISE DECLARATION AFFIDAVIT

GSB/OBAYASHI JV

Form F

PROPOSER'S SMALL BUSINESS AND DISABLED VETERANS BUSINESS ENTERPRISE PROJECT GOAL DECLARATION AFFIDAVIT

Name of Proposer: _____

It is understood and agreed by the Proposer that it has carefully examined all documents that form this Request for Qualifications (RFQ) and acknowledges that California Department of Transportation (Department) will establish a Disabled Veterans Business Enterprise goal based on the total project value for this CMGC Project. This affidavit further serves to confirm that GSB/Obayashi JV will take all necessary and reasonable steps to the satisfaction of Department to ensure that Small Businesses and Disabled Veterans Business Enterprises have the maximum opportunity to compete for and perform on the Construction Contract(s), when issued.

STATE OF **California**)
)
COUNTY OF **San Mateo**)

Each of the undersigned, being first duly sworn, deposes and says that **David Riccitiello**
(Contact Name)

is the **President** of **Golden State Bridge, Inc.** and **Hirokazu Onozaki** is the **Senior General Manager**
(Title) (Company) (Contact Name) (Title)

of **Obayashi Corporation**, which entity(ies) are the **Joint Venture**
(Company) (Joint Venture/Partnership, Other)

of **GSB/Obayashi JV**, the entity making the foregoing Statement of Qualification.
(Joint Venture Company)

The Proposer hereby affirms that it will meet the DVBE goal described in this solicitation and will take all necessary and reasonable steps to the satisfaction of Department to ensure that Small Businesses and Disabled Veterans Business Enterprises have the maximum opportunity to compete for and perform on the Construction Contract(s) when issued.

(Signature)	(Signature)
David Riccitiello	**Hirokazu Onozaki**
(Name Printed)	(Name Printed)
President	**Senior General Manager**
(Title)	(Title)

State of California

County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 15th day of May, 20 14, by Hirokazu Onozaki, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

LUNOR SIMMS
COMM. #2048787
Notary Public · California
San Mateo County
My Comm. Expires Nov. 11, 2017

Notary Public Seal

[Duplicate or modify this form as necessary so that it accurately describes the entity making the proposal and so that it is signed on behalf of all partners/members of the proposing firm.]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Solano

On May 23, 2014 before me, Maria Lanza, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared David Riccitiello
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

MARIA LANZA
Commission # 2024757
Notary Public - California
Solano County
My Comm. Expires May 16, 2017

Place Notary Seal Above

Signature: Maria L
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: _____

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

Signer Is Representing: _____

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1.13

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS (STD. 840)

GSB/OBAYASHI JV

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD. 840 (REV. 8/2009)

A. Designation Of Option – Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements. DVBEs must perform a commercially useful function. During contract performance, all requests for substituting DVBE subcontractors must be made in accordance with the provisions of California Code of Regulations, Title 2, §1896.64(c).

☒ **OPTION A** – ***I commit to meeting the full DVBE Agreement participation requirement.***
Complete: STD. 840, Section A (check the box on this form) and
Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

☐ **OPTION B** – ***I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."***
Complete: STD. 840, Section A (check the box on this form) and
Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD 840 (REV. 8/2009)

Date Contacted	DVBE Company Name		
5/29/14	ECOTECH		
DVBE Contact Name & Reference #	Telephone Number	Fax Number	E-mail (if available)
Jeff Root #1154903	(510) 528-3975 ext.	( )N/A-	jroot@ecotechresources.com
Street Address, City, State, and Zip Code			
2403 Byron street, Berkeley, CA. 94702			

☒ *DVBE was selected and is listed on the GSPD-05-105* ☐ *DVBE Approved BUP is Attached.*

Date Contacted	DVBE Company Name		
5/30/14	C&W Diving Services		
DVBE Contact Name & Reference #	Telephone Number	Fax Number	E-mail (if available)
Fred West #38362	(619)474 -2700 ext.	(619)477 -2700	fred@cwdiving.com
Street Address, City, State, and Zip Code			
1706 Hoover Ave., National City, CA. 91950			

☒ *DVBE was selected and is listed on the GSPD-05-105* ☐ *DVBE Approved BUP is Attached.*

Date Contacted	DVBE Company Name		
/ /			
DVBE Contact Name & Reference #	Telephone Number	Fax Number	E-mail (if available)
	( ) - ext.	( ) -	
Street Address, City, State, and Zip Code			

☐ *DVBE was selected and is listed on the GSPD-05-105* ☐ *DVBE Approved BUP is Attached.*

1.13

BIDDER DECLARATION (GSPD-05-105)

GSB/OBAYASHI JV

Solicitation Number 040135CM

BIDDER DECLARATION

1. Prime bidder information **(Review attached Bidder Declaration Instructions prior to completion of this form)**:

a. Identify current California certification(s) **(MB, SB, SB/NVSA, DVBE):** _____ **or None** X (If "None", go to Item #2)

b. Will subcontractors be used for this contract? **Yes** X **No** ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

Environmental Services, Diving Services, Crew Boat Services

c. If you are a California certified DVBE:
(1) Are you a broker or agent? **Yes** ___ **No** ___
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ___ **No** ___ **N/A** ___

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
C&W Diving Services Fred West Ph. (619) 474-2700 Fax. (619) 477-2700	1706 Hoover Ave. National City, CA. 91950 fred@cwdiving.com	DVBE #38362	3 Man Dive Services 12 Days @ $4,470/Day = $53,640	3%	Yes	
C&W Diving Services Fred West Ph. (619) 474-2700 Fax. (619) 477-2700	1706 Hoover Ave. National City, CA. 91950 fred@cwdiving.com	DVBE #38362	Operated Crew Boat Services 96 Hours @ $260/Hr. =$24,960	1.4%	Yes	
ECOTECH Jeff Root Ph. (510)528-3975 Fax N/A	2403 Byron Street Berkeley, CA. 94702 jroot@ecotechresources.com	DVBE #1154903	Preconstruction Environmental Services 80 Hours @ $200/Hr = $16,000	0.9%	Yes	

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

2. FINANCIAL CAPACITY

SECTION 2

GSB/OBAYASHI JV

SFOBB EAST SPAN
MARINE FOUNDATION
REMOVAL PROJECT

GOLDEN STATE BRIDGE AND OBAYASHI CORPORATION ARE BOTH FINANCIALLY STRONG COMPANIES. THE GSB/OBAYASHI JV (GOJV) BRING THE INSURANCE, BONDING, FINANCING AND PERFORMANCE CAPACITY THAT EXCEEDS THE RFQ REQUIREMENTS.

[2.A] VERIFICATION OF PROPOSER'S ABILITY TO SECURE PERFORMANCE BOND AND PAYMENT BOND // RFQ SECTION 3.3.A

GOJV brings an available bonding capacity of over $4 Billion. This far exceeds the amount of bonding capacity to meet the estimated project cost of $107 Million. Both parties provide joint and several liability guarantee for project delivery. Bonding documentation is provided for each joint venture partner as well as the joint venture in accordance with Section 1.15 and 3.3 of the RFQ. Evidence of bonding is provided in this section.

[2.B] VERIFICATION OF PROPOSER'S ABILITY TO SECURE INSURANCE // RFQ SECTION 3.3.B

GOJV BRINGS AN AVAILABLE BONDING CAPACITY OF OVER

$4 BILLION

GOJV will provide all of the insurance required of this project with the appropriate indemnifications. Included in this section are letters for our insurance companies attesting to our ability to provide insurance requirements outlined in Section 1.15 and 3.3 of the RFQ.

GSB/OBAYASHI JV

3.3.A

VERIFICATION OF PROPOSER'S ABILITY TO SECURE PERFORMANCE BOND AND PAYMENT BOND

GSB/OBAYASHI JV

Liberty Mutual.

Liberty Mutual **Surety**
1340 Treat Blvd., Suite 550
Walnut Creek, CA 94597
(925) 979-6713
Fax – (866) 547-7993

May 23, 2014

California Department of Transportation
Division of Procurements and Contracts
1727 30th Street
Sacramento, CA 95816-7006
Attn: Denetia Floyd-Smith, Contract Analyst

Re: GSB/Obayashi, a JV
RFQ San Francisco-Oakland Bay Bridge (SFOBB) East Span Marine Foundation Removal
Construction Manager/General Contractor Services for Design and Construction on State Highway in
San Francisco and Alameda Counties Bid # 040135CM
Estimated Contract Price $107,000,000.00

Dear Ms. Floyd-Smith:

The surety requirements for Golden State Bridge, Inc., are handled by Liberty Mutual Insurance Company. The surety requirements for Obayashi Corporation are handled by Zurich American Insurance Company, The Continental Insurance Company, Liberty Mutual Insurance Company, and Federal Insurance Company with Zurich in the lead. We are pleased to advise GSB/Obayashi, a JV has single project bonding capacity of $250 Million and available bonding capacity of $4.24 Billion.

Liberty Mutual Insurance Company, a California admitted surety is rated "AXV" by AM/ Best. Zurich American Insurance Company, a California admitted surety is rated "A+ XV" by A.M. Best. The Continental Insurance Company, a California admitted surety is rated "AXV" by A.M. Best. Federal Insurance Company, a California admitted surety is rated "A++XV" by A.M. Best.

If GSB/Obayashi, a JV is awarded a contract for the referenced project and requests that we provide the necessary Performance and Payment Bonds, we will be prepared to execute the bonds to meet the terms of the contract subject to our acceptable review of the contract terms and conditions, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of the bonds is a matter solely between GSB/Obayashi, a JV and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact us.

Liberty Mutual Insurance Company

By:_____
Janet C. Rojo, Attorney-in-Fact

Zurich American Insurance Company

By:_____
Janet C. Rojo, Attorney-in-Fact

Federal Insurance Company

By:_____
Janet C. Rojo, Attorney-in-Fact

The Continental Insurance Company

By:_____
Janet C. Rojo, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

May 23, 2014 before me M. Moody, Notary Public

personally appeared Janet C. Rojo

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

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

WITNESS my hand and official seal.

M. MOODY
COMM. #2051571
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 8, 2018

Signature of Notary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

May 23, 2014 before me M. Moody, Notary Public

personally appeared Janet C. Rojo

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

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County of San Francisco

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personally appeared Janet C. Rojo

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My Comm. Expires Jan. 8, 2018

Signature of Notary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

May 23, 2014 before me M. Moody, Notary Public

personally appeared Janet C. Rojo

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

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

M. MOODY
COMM. #2051571
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 8, 2018

WITNESS my hand and official seal.

Signature of Notary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6438063

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino; Brian F. Cooper; Janet C. Rojo; K. Zerounian; Kevin Re; M. Moody; Maureen O'Connell; Robert Wrixon; Susan Hecker; Virginia L. Black

all of the city of San Francisco, 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 4th day of February, 2014.

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

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of February, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 26, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of May, 20 14.

By: Gregory W. Davenport, Assistant Secretary

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

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

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Susan HECKER, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, J.M. ALBADA, Brian F. COOPER, Robert P. WRIXON, Kevin RE and Virginia L. BLACK, all of San Francisco, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Susan HECKER, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, J.M. ALBADA, Brian F. COOPER, Robert P. WRIXON, Virginia L. BLACK, dated October 15, 2008.

FOR YOUR INFORMATION ONLY
FOR VERIFICATION OF COVERAGE

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of June, A.D. 2011.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

By:

Eric D. Barnes *Assistant Secretary* *Theodore G. Martinez*

State of Maryland
City of Baltimore } ss:

On this 14th day of June, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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

MARIA D. ADAMSKI NOTARY PUBLIC BALTIMORE COUNTY, MD

Maria D. Adamski *Notary Public*
My Commission Expires: July 8, 2015

POA-F 016-0511C

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 23rd day of May, 2014.

Gerald F. Haley

Assistant Secretary

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **J.M. Albada, Virginia L. Black, Brian F. Cooper, Susan Hecker, M. Moody, Maureen O'Connell, Kevin Re, Janet C. Rojo, Betty L. Tolentino, Robert P. Wrixon and K. Zerounian of San Francisco, California and Darlene Blas, Sylvia M. Pearson and William Sandkuhler of Honolulu, Hawaii** ----------

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **5th** day of **September, 2012.**

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **5th** day of **September, 2012** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal

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

Notary Public

CERTIFICATION

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

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

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this 23rd day of May, 2014

Kenneth C. Wendel, Assistant Secretary

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Maureen O'Connell, Brian F Cooper, Robert P Wrixon, Virginia L Black, Kevin Re, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of May, 2014.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of May, 2014, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2015

J. Mohr — Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 23rd day of May, 2014.

The Continental Insurance Company

D. Bult — Assistant Secretary

Form F6850-4/2012

Authorizing Resolutions

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

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

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

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

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

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

Liberty Mutual.

Liberty Mutual **Surety**
1340 Treat Blvd., Suite 550
Walnut Creek, CA 94597
(925) 979-6713
Fax – (866) 547-7993

May 21, 2014

California Department of Transportation
Division of Procurements and Contracts
1727 30th Street
Sacramento, California 95816-7006
Attn: Denetia Floyd-Smith, Contract Analyst

Re: Golden State Bridge, Inc.
RFQ San Francisco-Oakland Bay Bridge (SFOBB) East Span Marine Foundation Removal
Construction Manager/General Contractor Services for Design and Construction on State
Highway in San Francisco and Alameda Counties Bid # 040135CM
Estimated Contract Price $107,000,000.00

Dear Ms. Floyd-Smith:

Our client, Golden State Bridge, Inc. has requested that we write you about their surety credit. Golden State Bridge, Inc. is a valued client of Liberty Mutual Insurance Company and Arthur J. Gallagher & Co. We have handled the surety for Golden State Bridge, Inc. since its inception and are pleased to recommend this fine firm to you.

Liberty Mutual Insurance Company is listed in the current edition of the Federal Register and the U.S. Secretary of Treasury's List of Approved Sureties, and has a Best Rating of Class A Excellent, Class XV in the current Best Rating Guide. We have provided bonding support of single jobs in excess of $200,000,000 with aggregate support of $300,000,000. Available bonding capacity is $240,000,000. We would give favorable consideration to a request from Golden State Bridge, Inc. for 100% performance and payment bonds on the above referenced project subject to our review of the contract and other underwriting factors at the time of any such request.

Although Golden State Bridge, Inc. has our highest recommendation; this letter is not to be construed as a commitment. Such commitments can only be made after a review of all the underwriting factors concerning the project.

Liberty is licensed to do business in the State of California and carries an A XV rating by A.M. Best. Surety Broker for Golden State Bridge, Inc. is Arthur J. Gallagher & Co., 1255 Battery Street, San Francisco, CA 94111.

You understand, of course, that any arrangement for final bonds is a matter between Liberty and Golden State Bridge, Inc., and that Liberty assumes no liability to you or to third parties, if, for any reason, we do not execute a final bond or bonds on this project.

Liberty Mutual Insurance Company

Betty L. Tolentino, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

May 21, 2014 before me M. Moody, Notary Public

personally appeared Betty L. Tolentino

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

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

M. MOODY
COMM. #2051571
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 8, 2018

WITNESS my hand and official seal.

Signature of Notary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6438059

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino; Brian F. Cooper; Janet C. Rojo; K. Zerounian; Kevin Re; M. Moody; Maureen O'Connell; Robert Wrixon; Susan Hecker; Virginia L. Black

all of the city of San Francisco, 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 4th day of February, 2014.

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

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of February, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

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

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of May, 20 14.

By: Gregory W. Davenport, Assistant Secretary

currency rate, interest rate or residual value guarantees.

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

Zurich North America Surety

777 S. Figueroa Street, Suite 3900
Los Angeles, CA 90017

Phone 213-270-0803
Fax 213-270-0845

May 16, 2014

State of California Department of Transportation
Division of Procurements and Contracts
1727 30th Street
Sacramento, California 95816-7006
Attention: Denetia Floyd-Smith, Contract Analyst

RE: Obayashi Corporation
Request for Qualifications (RFQ) for Construction Management/General Contractor Services (CM/GC) for the
San Francisco-Oakland Bay Bridge East Span Marine Foundation Removal Project
Solicitation 040135CM
Estimated Contract Amount - $107million
Surety Letter of Intent

Zurich (through Fidelity and Deposit Company of Maryland and Zurich American Insurance Company), which carries an A.M. Best rating of A+ FSC XV; Liberty Mutual Insurance Company, which carries and A.M. Best rating of A FSC XV; Federal Insurance Company, which carries an A.M. Best rating of A++ FSC XV; The Continental Insurance Company, which has an A.M. rating of A FSC XV; advise that we act as co-sureties on behalf of Obayashi Corporation.

As sureties, we are considered major providers of contract surety bonds and are listed in the Federal Register as acceptable sureties. We are all authorized to do business in the State of California. We provide aggregate surety capacity of over $5 billion with approximately $1 billion in surety credit utilized therefore we have in excess of $4 billion in surety capacity available to be utilized.

The bonding companies stated below are willing to provide the requisite Performance and Payment bonds to Obayashi Corporation for the Project Construction. We value our association with Obayashi Corporation and highly recommend them to you.

The above information is offered for your consideration in your review of Obayashi Corporation for the subject contract. At the request of Obayashi Corporation, we will provide the required Performance and Payment bonds for the Project Construction subject to both Obayashi Corporation's and our satisfactory review and acceptance of the contract terms and conditions; all relevant documents, bond forms, and satisfactory underwriting review at the time the bonds are requested. Our consideration and issuance of bonds is a matter solely between Obayashi Corporation and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
ZURICH AMERICAN INSURANCE COMPANY
LIBERTY MUTUAL INSURANCE COMPANY
FEDERAL INSURANCE COMPANY
THE CONTINENTAL INSURANCE COMPANY

By: _____
Daravy Mady, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On MAY 16 2014 before me, B. Aleman, Notary Public, personally appeared Daravy Mady who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

NRO1 B. ALEMAN COMM #1985713 Notary Public - California Los Angeles County My Comm. Expires July 21, 2016 NRO1

Signature _____
B. Aleman, Notary Public

(Seal)

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daravy MADY, of Los Angeles, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of August, A.D. 2012.

ATTEST:

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

By: _____
Assistant Secretary
Eric D. Barnes

_____
Vice President
James M. Carroll

State of Maryland
City of Baltimore

On this 9th day of August, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

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

POA-F 012-3265Q

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ____ day of MAY 16 2014, 20____.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

ZURICH AMERICAN INSURANCE COMPANY INCORPORATED 1998

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY SEAL

Geoffrey Delisio

Geoffrey Delisio, Vice President

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6249387

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashraf Elmasry; B. Aleman; Daravy Mady; Edward C. Spector; James Ross; KD Conrad; Kristine Mendez; Lisa K. Crail; Marina Tapia; Misty Wright; Nathan Varnold; Paul Rodriguez; Simone Gerhard; Tracy Aston

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 16th day of August, 2013.

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

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 16th day of August, 2013, 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, 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, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of MAY 16 2014, 20_____.

By: David M. Carey, Assistant Secretary

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

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

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **B. Aleman, Tracy Aston, KD Conrad, Lisa Crail, Daravy Mady, Kristine Mendez and Edward C. Spector of Los Angeles, California** ----------

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **22nd** day of **October, 2012.**

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset ss.

On this **22nd** day of **October, 2012** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR NOTARY PUBLIC NEW JERSEY

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

Notary Public

CERTIFICATION

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

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

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this day of MAY 16 2014

FEDERAL INSURANCE COMPANY INDIANA · PACIFIC INDEMNITY COMPANY INCORPORATED JAN. 16, 1929 WISCONSIN · VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Tracy Aston, Marina Tapia, Tom Branigan, Edward C Spector, Kristine Mendez, Daravy Mady, Lisa K Crail, Simone Gerhard, B Aleman, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of January, 2013.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of January, 2013, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

J. MOHR
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires June 23, 2015

J. Mohr — Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of MAY 16 2014, _____.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Bult — Assistant Secretary

Form F6850-4/2012

Authorizing Resolutions

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

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

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

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

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

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

3.3.B

VERIFICATION OF PROPOSER'S ABILITY TO SECURE INSURANCE

GSB/OBAYASHI JV

May 20, 2014

State of California
California Department of Transportation
Division of Procurements and Contracts
1727 30th Street
Sacramento, CA 95816-7006

RE: Golden State Bridge, Inc.

Project: San Francisco-Oakland Bay Bridge (SFOBB) East Span Marine Foundation Removal
Bid Number 040135CM; Contract No. 040135CM

To Whom It May Concern:

Golden State Bridge can meet the requirements outlined in the Packet for Bid for the above named project. Based on its risk management approach, Golden State Bridge is positioned to address through risk assessments, insurance coverage placements, and risk management techniques in safety and claims, to manage the risks associated with the work. They have the ability to obtain appropriate insurance coverage for property, marine, and casualty lines of business (including pollution liability and professional liability coverages) to meet requirements for this project.

Best Regards,

Regina M. Carter
Senior Vice President
Construction Service Group
Alliant Insurance Services, Inc.

GOLDSTA-12 KWINDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Fresno-CSG Alliant Insurance Services, Inc.
9 River Park Place E, 3rd Fl
Fresno, CA 93720

CONTACT NAME: Kathleen Winder
PHONE (A/C, No, Ext): (559) 374-3560 FAX (A/C, No):
E-MAIL ADDRESS: kwinder@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
INSURER C : Twin City Fire Insurance Company	29459
INSURER D : Ironshore Specialty Insurance Co	25445
INSURER E :	
INSURER F :	

INSURED

Golden State Bridge Inc
2990 Bay Vista Ct Ste D
Benicia, CA 94510

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			51UENQT9415	3/31/2014	3/31/2015	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			51UENQT9414	3/31/2014	3/31/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			BE041907891	3/31/2014	3/31/2015	EACH OCCURRENCE	$ 25,000,000
							AGGREGATE	$ 25,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		51WEQT9413	3/31/2014	3/31/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Pollution Liability			1957600	3/31/2014	3/31/2016	Each Occ./Aggr.	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Bid No. 040135CM, San Francisco - Oakland Bay Bridge (SFOBB) East Span Marine Foundation Removal
California Department of Transportation, State of California, its officers, agents, employees and servants are included as Additional Insured as required by written contract - Preconstruction Services Contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy and Automobile Liabililty policy. General Liability and Automobile Liability evidenced herein is primary and non-contributory to other insurance available to the California Department of Transportation, State of California, its officers, agents, employees and servants, but only to the extent required by written contract with the insured. A Waiver of Subrogation is granted in favor of California Department of Transportation, State of California, its officers, agents, employees and servants as required by written contract but limited to the operations of the Insured under said contract,
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

California Department of Transportation
Division of Procurements and Contracts
1727 30th Street
Sacramento, CA 95816-7006

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kathleen J. Winder

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AGENCY CUSTOMER ID: GOLDSTA-12 KWINDER

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Fresno-CSG Alliant Insurance Services, Inc.		Golden State Bridge Inc 2990 Bay Vista Ct Ste D Benicia, CA 94510
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
with respect to the Workers' Compensation & Employer's Liability policy.
Endorsements attached:
General Liability additional insured
General Liability primary
Automobile additional insured
Automobile primary
Workers' Compensation waiver of subrogation

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POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
See certificate attached	See certificate attached
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph **f.**, **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit** Paragraph of **Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;

(2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

(a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

(1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(a) During the policy period; and

(b) Subsequent to the execution of such written contract or written agreement; and

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(c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

(2) Only to the extent permitted by law; and

(3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **(c)** below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(i) The additional insured in the Schedule is a Named Insured under such other insurance; and

(ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Extracted from Form #HG 00 01 06 05

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Each of the following is also an insured:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverage **A** or **B** of this Coverage Part, our obligations are limited as follows:

b. Excess Insurance
This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(7) When You Add Others As An Additional Insured To This Insurance
Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary and Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's right against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
(1) The total amount that all such insurance would pay for the loss in the absence of this insurance; and
(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not brought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

Extracted from Form #HA 99 16 03 12

1. BROAD FORM INSURED

D. Additional Insured If Required by Contract

(1) Paragraph A.1. – WHO IS AN INSURED – of Section II – Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto".

The insurance afforded to any such additional insured applies only if the "bodily injury or "property damage" occurs:

(1) During the policy period, and
(2) Subsequent to the execution of such written contract, and
(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lessor of:

(a) The limits of insurance specified in the written contract or written agreement; or
(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. – DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

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COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

Extracted from Form #HA 99 16 03 12

1. BROAD FORM INSURED

E. Primary and Non-Contributory If Required by Contract

Only with respect to insurance provided to and additional insured in 1. D. – Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary and Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.	

Countersigned by _____

Authorized Representative

Michael J. Heffernan | Managing Director, Executive Vice President | mike.heffernan@aon.com

May 7, 2014

California Department of Transportation
Division of Procurements and Contracts
1727 30th Street
Sacramento, California 95816-7006
Attention: Denetia Floyd-Smith, Contract Analyst
E-mail: denetia.smith@dot.ca.gov

Re: SFOBB East Span Marine Foundation Removal Project 040135CM
Statement of Qualifications – Section 3.3 Financial Capacity Section (B)

Dear California Department of Transportation:

Obayashi Corporation is capable of obtaining the following types of insurance: Commercial General Liability, Auto Liability, Workers' Compensation/ Employers Liability, and Pollution Liability in accordance with the terms and conditions of the Pre-Construction Services Contract Section 20 – Insurance and the Request for Qualifications Section 1.15.2 and Section 3.3 (B).

Respectfully,

Michael J. Heffernan
Executive Vice President, Managing Director
Aon Insurance Services West, Inc.

Aon Risk Solutions | Construction Services Group
60 South Market Street | Suite 1100 | San Jose, CA 95113
t +1.408.535.2814 | m +1.310.486.6045 | o +1.408.288.8000 | f +1.408.289.9021 | aon.com
Aon Risk Insurance Services West, Inc. | CA License 0363334

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVES OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement of this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
San Jose CA Office
60 South Market Street
Suite 1100
San Jose, CA 95113 USA

CONTACT NAME: Jenny Gremillion
PHONE (A/C, No, Ext): (408) 288-8000
FAX (A/C, No): (408) 289-9021
EMAIL ADDRESS: jenny.gremillion@aon.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Insurance Co. of Pittsburgh PA	19445
INSURER B:	Granite State Insurance Company	23809
INSURER C:	Tokio Marine & Nichido Fire Insurance Co. Ltd	12904
INSURER D:	AIG Specialty Insurance Company	26883
INSURER E:	Catlin Specialty Insurance Company	15989
INSURER F:		

INSURED
Obayashi Corporation
Bay Park Plaza I
577 Airport Boulevard, Suite 600
Burlingame, CA 94010

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MANY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ ____ ☐ ____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			GL5142719	12/31/2013	12/31/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS – COMP/OP AGG	$ 2,000,000
C	**AUTOMOBILE LIABILITY** ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NONOWNED AUTOS ☐ ____			CA640532304	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea Accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	☒ **UMBRELLA LIAB** ☒ **OCCUR** ☐ **EXCESS LIAB** ☐ **CLAIMS-MADE** ☐ DEDUCTIBLE ☐ RETENTION			BE020694490	12/31/2013	12/31/2014	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
B	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC015656200	12/31/2013	12/31/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE – EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE – POLICY LIMIT	$ 1,000,000
D	**Pollution Liability**			CPO14239426	12/31/2013	12/31/2014	Each Occurrence Aggregate	$ 5,000,000 $ 5,000,000
E	**Professional Liability**			CPL984221214	12/31/2013	12/31/2014	Each Occurrence Aggregate	$ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

California Department of Transportation
Division of Procurements and Contracts
1727 30th Street
Sacramento, CA 95816-7006

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SAMPLE

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3. SAFETY PROGRAM

SECTION 3

GSB/OBAYASHI JV

SFOBB EAST SPAN
MARINE FOUNDATION
REMOVAL PROJECT

GSB HAS BEEN RECOGNIZED BY CAL-OSHA THROUGH ITS GOLDEN GATE PARTNERSHIP RECOGNITION FOR THE FOLLOWING PROJECTS:

Mad River Bridge Project

Foresthill Bridge Project

Greenwood Creek Bridge Project

GSB/OBAYASHI JV

[3.A] SAFETY RECORD FOR THE MOST RECENT THREE–YEAR (3-YEAR) PERIOD // (CAL-OSHA) OR (FOSHA) CITATIONS AND ASSESSED PENALTIES, ANY SERIOUS, WILLFUL OR REPEAT VIOLATIONS OF ITS SAFETY OR HEALTH REGULATIONS IN THE PAST FIVE (5) YEARS //

RFQ SECTION 3.4.1.A

SAFETY METRICS & AWARDS

Listed below are the most recent three-year period averages for experience modification rate, total recordable injury/illness rate and lost work rate.

GOLDEN STATE BRIDGE SAFETY METRICS

Metric	2011	2012	2013	3 Year Average
EMR	.70	.73	.98	.80
Total Recordable Injury/Illness Rate	14.94	26.85	4.69	15.49
Lost Work Rate	5.98	8.48	1.56	5.34

An effective safety program recognizes problems quickly and implements policies and procedures to address these problems. Early in 2012 GSB recognized an increase in injuries and lost work days. This very unusual spike in incident rate had not occurred in the history of GSB. GSB quickly responded to this problem and took corrective measures to reduce injuries thusly reducing lost work days. These measures greatly reduced the injuries and lost work days to rates below the industry averages for the remainder of 2012 and followed into 2013. Total Recordable Injury/Illness Rate and Lost Work Rate for 2013 have been greatly reduced, which supports the effectiveness of the corrective measures GSB implemented.

Golden State Bridge has been recognized by Cal-OSHA through its Golden Gate Partnership Recognition for the following projects:

- Mad River Bridge Project 2009
- Foresthill Bridge Project 2012
- Greenwood Creek Bridge Project 2012 & 2013

GSB has NOT been issued any Cal-OSHA or FOSHA citations or penalties for serious, willful or repeat violations in the past five years. GSB is not party to an alternative dispute resolution system as provided for in Labor Code 3201.5

OBAYASHI CORPORATION SAFETY METRICS

Metric	2011	2012	2013	3 Year Average
EMR	.96	1.29	1.26	1.17
Total Recordable Injury/Illness Rate	3.65	3.33	2.77	3.25
Lost Work Rate	0.00	0.00	0.92	.31

Please review the letter below from AON explaining the unusual circumstances pertaining to the reported EMR. Other than the one unusual instance of an employee's untimely death during his sleep, Obayashi Corporation has a very impressive safety record. Obayashi Corporation takes safety very seriously and achieves better than average results from our safety program.

Obayashi Corporation has NOT been issued any Cal-OSHA or FOSHA citations or penalties for serious, willful or repeat violations in the past five years. Obayashi is not party to an alternative dispute resolution system as provided for in Labor Code 3201.5

... it is being driven by the only claim you have had since 2008... The 2014 mod would be .70 without this claim. The 2012 and 2013 experience modifications each would have been .72. This claim will drop out of the calculation on 12/31/14 and the mod will drop to .70+/-. This claim is very unusual and rarely seen under a workers compensation policy.

AON

May 5, 2013

Mr. William G. Myers
Obayashi Corporation
577 Airport Blvd.
Suite 600
Burlingame, CA 94010
Re: California Experience Modification

Dear Greg:

As we discussed your California workers compensation experience modification has been over 100 for the past three years and it is being driven by the only claim you have had since 2008 with California payroll of $28,000,000 over that timeframe.

The 2011 mod was .96, 2012 was 1.29, 2013 was 1.26 and 2014 is 1.31. The 2014 mod would be .70 without this claim. The 2012 and 2013 experience modifications each would have been .72. This claim will drop out of the calculation on 12/31/14 and the mod will drop to .70+/-.

This claim is very unusual and rarely seen under a workers compensation policy. Your employee was a "clerical employee" and part of a bid team from San Francisco that had traveled to Toronto to prepare and submit a project bid. Just prior to the bid the employee sustained a fatal heart attack at night in his sleep at the hotel where the team was staying. Because he was away on business for the company it was a compensable claim and California workers compensation death benefits were paid to his widow. Had this occurred at home it would not have been compensable under workers compensation.

Please let us know if you have any questions.

Very truly yours,

Richard S. Svec

GSB/OBAYASHI JV

IN 2012, OBAYASHI RECEIVED TWO AWARDS FOR EXCELLENCE FOR PROJECT OFFICES WITH EXCEPTIONAL AND EXEMPLARY HEALTH AND SAFETY BY THE MINISTER OF HEALTH, LABOUR AND WELFARE.

[3.B] PROPOSER DEMONSTRATES AN UNDERSTANDING OF AN EFFECTIVE SAFETY PROGRAM // RFQ SECTION 3.4.1.B

SAFETY APPROACH & PHILOSOPHY

Golden State Bridge/Obayashi Corp. JV (GOJV) has safety at the apex of our organization. GOJV will provide the tools, education and training so our employees can work safely and productively. *It is important that all employees return to their families every day, safe and injury free.*

Golden State Bridge and Obayashi Corp. both consider safety to be the most important factor on any project. Our workforce, visitors or the public are never to be put at risk. GOJV's policy is:

- Safety and health are shared responsibilities at the jobsite. Everyone, from top managers to craft employees, takes ownership of his or her own safety and that of co-workers.
- It is the responsibility of all employees to spot hazards and correct or report them immediately.
- Hazards are to be eliminated. If a hazard cannot be eliminated, it is to be reduced and controlled through engineering, administrative controls and the use of personal protective equipment.
- All employees are to be trained in safe practices and hazard communications.
- A condition of employment is that each employee agrees to work in a safe manner.

Safety requires continual review and improvement. Safety must be in a mode of perpetual re-invention or it goes stale. When a safety program becomes complacent, it is taken for granted and that is when accidents happen. Safety must be constantly infused with new energy and innovative methods to communicate safe practices. Also, craft employees practicing safety on a daily basis like to have their knowledge and experience heard. Drawing on their knowledge and experience improves **"buy in"** of the program by the employees. Continually reinventing how safety is communicated keeps employees' interest and attention levels high.

MARVIN UNDERWOOD

Safety Director

- **38** Years of Heavy Civil Construction Experience
- Certified Safety Professional
- Extensive **CMGC** Contract Background
- Developed and Implemented a Number of Successful Safety Programs for Bridge and Marine Projects

DAVID BLOHM

Site Safety Manager

- **32** Years of Heavy Civil Construction Experience
- Practical Construction Field Knowledge Acquired Through the Building Trades
- Developed and Implemented a Number of Successful Safety Programs for Bridge and Marine Projects

SAFETY STAFF & ORGANIZATION

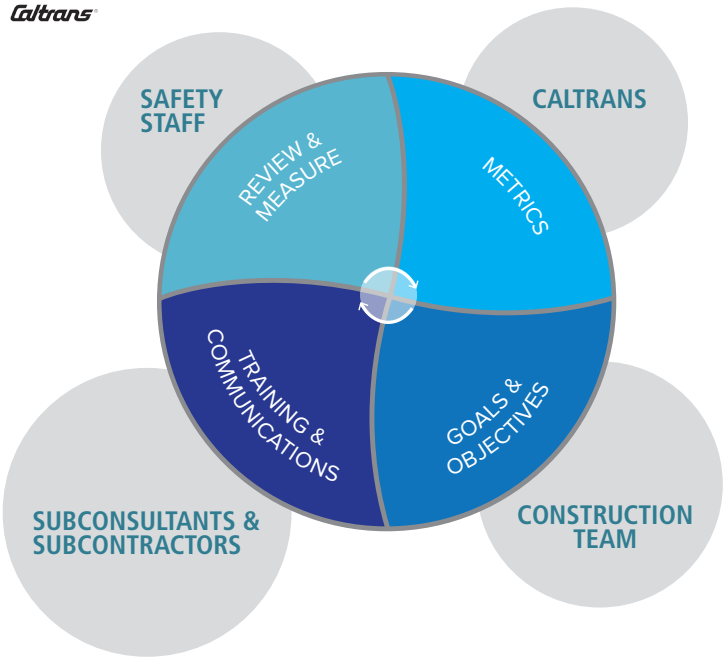
Marvin Underwood will be assigned as the Safety Director for GOJV. Marvin has more than 38 years' experience managing and directing health and safety on heavy civil construction projects. His experience includes a wide array of heavy civil tunnel, bridge, marine, highway, light rail and building projects. He has also been part of five successful CMGC projects. His CMGC experience, combined with his technical and practical knowledge, brings strength to GOJV's safety program. During preconstruction Marvin will review the contract documents with an eye on hazards and safe operations. During construction he will provide overall management of the safety program.

Under Marvin's guidance, **Site Safety Manager David Blohm** will implement and enforce GOJV's site-specific safety plans. Dave has practical construction field knowledge acquired through the building trades early in his career. This craft experience, combined with his continued education in safety, will make it easy for Dave to communicate safety to GOJV employees. He will be primarily responsible for day-to-day safety during construction. During the preconstruction Dave will work with Marvin, review the contract documents for hazards, and manage the safety during the demonstration projects.

To reinforce our safety program, **Ken Tully, Blasting Specialist, of Contract Drilling & Blasting (CDB)** will provide safety plans, procedures and training for our workforce to ensure safe operations during controlled blasting work. Ken has 30 years' experience in the blasting industry, including significant underwater controlled blasting experience. He will personally monitor the drilling of all the core holes, loading of explosives, pre- and post-blast surveys and all other aspects of controlled blasting. He will be our liaison with Cal OSHA during review of GOJV's blast plan, and will lead our pre- and post-blast meetings.

GOJV will train all employees to work safe and incorporate their training in daily operations. All work tasks will be carefully planned BEFORE physical work begins. Key components of this planning are risk analysis and safety protection such as: appropriate personal protective equipment required for the operation (fall protection, gloves, respirators, personal floatation device, etc.), correct rigging for hoisting, and other requirements. Before work begins each day, safety for the days' operations will be reviewed and equipment to be used checked. Our goal will be to send all employees home from work at the end of each day in a condition better than they came to work that morning.

GSB/OBAYASHI JV



THE PROJECT TEAM WILL DEVELOP, IMPLEMENT AND MONITOR THE SAFETY CYCLE (REVIEW & MEASURE, METRICS, GOALS & OBJECTIVES, TRAINING & COMMUNICATION).

WORKER SAFETY PROGRAM

Project Manager Masashi Kojima will have overall responsibility for our safe performance on the project, but Safety Director Marvin Underwood, who will report directly to Masashi, will develop, establish and maintain the safety program. Our Project Safety Team, as described below, will be responsible for the day to day safe operations and will report progress and issues to Marvin and Masashi. All members have full authority to "stop work" any time a safety issue or hazard warrants.

All GOJV managers, engineers, superintendents and foreman will be required to complete the OSHA 30 Training Program.

PHASE 1 // PRECONSTRUCTION

During the design phase GOJV Safety Director Marvin Underwood, Site Safety Manager David Blohm, Controlled Blasting Specialist Ken Tully and Demolition Manager Will Reames will be consulted as to any perceived hazards or risks and methods to mitigate those identified. Since these professionals will oversee safety during construction, collaboration during the design phase will provide a complete understanding of the project during construction, which will enable safer work operations. During design, all aspects of the work will be reviewed for safety and hazard mitigation. Potential risk areas include:

- Controlled Blasting
- Marine Operations
- Concrete Demolition
- Underwater Diving
- Maritime Vessel Traffic
- Flame Cutting and Welding
- Maintenance of Traffic
- Weather and Bay Water Conditions
- Rigging and Hoisting Both on Land and Over Water
- Third Party Facilities Such as BART, EBMUD and Others

MWH Constructors
Presents
The MWHC City of Austin WTP 4
Safety Leadership
Award
to
Obayashi
For
No Lost Work Days to Date
January 2011 to May 2013
256,520 Man Hours
Jim Brennan, Tunnel Project Manager
Jeffrey Barnett, Project Safety Manager

SAFETY LEADERSHIP AWARD PRESENTED TO OBAYASHI FOR NO LOST WORK DAYS OVER 256,520 MAN HOURS BY MWH CONSTRUCTORS

The design will be developed with a focus on protection of all employees, subcontractors, and visitors during construction; communicating safety procedures to the maritime vessels and protecting the traveling public. The schedule developed during design will address weather related safety issues such as high winds, rough water conditions, heat and cold, and other weather conditions that may impact safety.

Before any physical work begins on the project, a Safety Team consisting of:

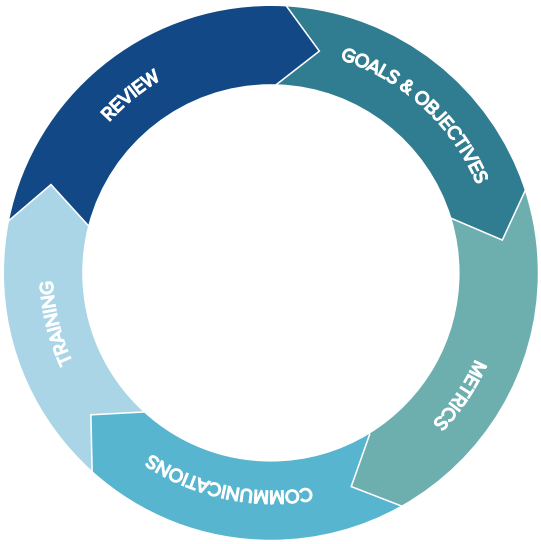
- Site Safety Manager, David Blohm
- Demolition Manager, Will Reames
- Controlled Blasting Specialist, Ken Tully
- Demolition Superintendent, Joe Fechtner

will define goals for the safety program and establish metrics to reach the goals. This team will be responsible for the success of the site safety program. The Safety Team will meet no less than once every three months to review the safety program and compare the safety goals against our actual performance. The team will review the effectiveness of the program and make any revisions that may be required. Once every six months, the team will host a safety BBQ, inviting:

- GOJV Employees
- Caltrans Representatives
- GOJV Consultants
- GOJV Subcontractors
- Appropriate Project Stakeholders

This BBQ will be a forum for all attendees to discuss our overall safety program. All invitees will be expected to participate in the event and provide constructive feedback. Safety achievements and goals reached will be recognized with the presentation of awards. The goal of the event will be to draw on the knowledge and experience of all persons to sustain or improve project safety.

Any time the Safety Team feels that safety on the project is tending in the wrong direction or a serious incident has occurred, a **"Safety Stand Down"** will be enforced. A "Safety Stand Down" stops all work on the project and crews are gathered to communicate why work has stopped and what corrective actions are going to be implemented. "Safety Stand Downs" are proven effective in communicating to all personnel on the project that something is wrong. It is an extreme reaction, but gets the attention of everyone, from the craft to executive level.



PHASE 2 // CONSTRUCTION

Prior to beginning work, GOJV Demolition Manager Will Reames will initiate and chair weekly project progress meetings with the Department and stakeholders. The goal of the meeting will be to communicate the overall project status. An agenda will be prepared for each meeting outlining progress of construction, upcoming work, critical issues, ***safety,*** environmental, submittals, RFI's and other agreed items. The safety agenda item will communicate safe operations for upcoming work, future training, review of incidents and open safety topics. A three-week schedule of upcoming construction activities will be provided. This schedule will provide an opportunity for all parties to review upcoming work and confirm planned safety practices for the work.

Prior to beginning physical work, each stage of the demonstration projects and construction phases will be scheduled and planned. All facets of the work will be reviewed including the safety exposures and safe practices to be utilized. Site-specific safety plans will be developed to incorporate safety and training in every operation. This planning will be done in collaboration with designers, constructors and the Department.

Before a daily work operation commences, the operation will be planned and safe practices reviewed. If special training or safety measures are required, these will be completed or secured before the operation proceeds. Safety practices will be reviewed weekly with the employees and revised as conditions require.

GOJV will take pride in ensuring a safe and productive environment for our employees, subcontractors, the Department and stakeholders. While all employees are required to work safely, these employees also have input and are part of the safety process. GOJV will provide all of the training, support and tools so all employees return home to their families injury-free every day.

GOJV WILL CREATE AN AMENABLE WORK ENVIRONMENT WHERE EVERY ONE OF OUR ASSOCIATES CAN WORK SAFELY AND WITH PEACE OF MIND.

GSB/OBAYASHI JV

YEARS OF EXPERIENCE:

38 YEARS

MARVIN UNDERWOOD

SAFETY DIRECTOR

LICENSING/ REGISTRATIONS

» ASSE Certified Safety Professional #21444

EDUCATION

» B.S., Business Administration, St. Joseph College, St. Joseph, MO

CAREER HISTORY

Marvin is assigned to Obayashi Corporation's North American Heavy/ Civil Operations. His responsibilities include overall administration of the company safety program, development of safety and health-related programs for projects and specific job sites, maintenance and update of safety programs with new industry developments and government regulations, direct supervision of job site safety personnel assigned to solo and sponsored joint venture (JV) projects, and coordination with our partners' risk and safety personnel on non-sponsored JV projects.

Prior to joining Obayashi, Marvin held the following safety management positions:

» Regional Safety and Explosives Compliance Officer, (1990 to 92) for the Logging Division in Duncan, OK of Halliburton Company; Houston, TX

» Corporate Safety and Security Director, (1993 to 2000) for J.F. Shea Co, Inc.; Walnut, CA

» Division Safety Manager, (1987 to 90) Vann Systems; Houston, TX

» Regional Safety Manager, (1984 to 87) Halliburton Services; Duncan, OK

» Division Safety Manager, (1979 to 84) Industrial Services Division; Duncan, OK

» Materials and Safety Coordinator, (1975 to 79) Shreveport, LA

Marvin also was Safety Manager (1/12 to 10/12) for AECOM; Indianapolis, IN. As Construction Manager, he provided safety oversight for Citizen's Energy Group (project owner) on the Deep Rock Tunnel Project ($179 million).

GSB/OBAYASHI JV

RELEVANT PROJECT EXPERIENCE WITH OBAYASHI:

1

1 COLORADO RIVER BRIDGE – HOOVER DAM BYPASS

BETWEEN CLARK COUNTY, NEVADA AND MOHAVE COUNTY, ARIZONA

SAFETY OVERSIGHT

$114,000,000 | 20% | 1/2005-10/2010

OWNERS CONTACT INFORMATION

Ed Hammontree	T. 720.963.3724
E. ed.hammontree@dot.gov	# DTFH68-05-C-00005

PROJECT DESCRIPTION

A 1,905-foot long, open-spandrel concrete arch bridge, which was built in the Black Canyon 890' over the Colorado River and 1,500 feet downstream from Hoover Dam. The bridge has four 4 lanes (two each way), and a pedestrian walkway. The span across the canyon has two concrete arches that were supported by a temporary stay cable bridge system until the arches were connected at the center. Recognized by The American Public Works Association as one of its projects of the year.

2

2 1-70 TWIN TUNNELS WIDENING

WEST OF DENVER, CO

SAFETY OVERSIGHT

OWNERS CONTACT

Benjamin Acimovic
T. 720.951.6151
E. Benjamin.Acimovic@state.co.us
CP-1, IM 0703-383

$60,100,000 | 20% | 12/2012 - 12/2013

PROJECT DESCRIPTION

This CMGC contract is for preconstruction services and construction to improve safety, mobility and travel time along I-70 at Idaho Springs, CO, in the mountains 30 miles west of Denver. It consists of the addition of a third eastbound lane, widening of the 800' long eastbound arch tunnel by blasting, flattening of a sharp curve and installation of retaining walls along the river, preparing a traffic diversion and a creek crossing, reconstructing a chain station facility, and completing a final realignment of the frontage road.

3

3 NANCY CREEK TUNNEL

ATLANTA, GA

SAFETY OVERSIGHT

$131,576,006 | 20% | 7/2002 - 12/2005

OWNERS CONTACT INFORMATION

Ade Abon	T. 415.923.2284
E. aabon@atlantaga.gov	# FC-7377-01

4

PROJECT DESCRIPTION

This project was designed to collect, store and convey 100 million gallons of wastewater collected along the Nancy Creek drainage from Johnson Ferry Road in the northeast of Atlanta back to the RM Clayton Water Treatment Plant. Originally designed as a cut and cover trench with force mains and retention storage tanks, strong public opposition from the affluent Nancy Creek residential area led to redesign as a large-diameter CSO storage tunnel. This project included drill and blast operations.

4 SILVER LAKE RESERVOIR COMPLEX STORAGE REPLACEMENT

LOS ANGELES, CA

SAFETY

OWNERS CONTACT

Stephan D. Tucker
Manager of Project & Construction Management
T. 213.367.1228
E. Stephan.Tucker@LADWP.com

$230,000,000 | 20% | 1/2012 - CURRENT

PROJECT DESCRIPTION

This Construction Manager-at Risk (CM-at-Risk) project consists of facilities to be constructed include two concrete reservoirs, 40 feet deep, that will have a combined 110 million gallon storage capacity (the east reservoir is 56 mg, west one is 54mg) and be covered over with 3 feet of soil and native vegetation. A four-megawatt hydroelectric power plant and 250 cfs flow regulating station will provide electricity to power this facility and also contribute to the grid. A trunk pipeline, 96” diameter by 6,600 feet long, partially in a 3,200 foot long by 16’ diameter mined tunnel, will connect the new reservoirs and hydroelectric station to the existing RSC system and bypass the two open reservoirs.

5

5 WEST CSO STORAGE TUNNELS & PUMPING STATION

ATLANTA, GA

SAFETY OVERSIGHT

$210,231,000 | 20% | 6/2004-12/2008

OWNERS CONTACT INFORMATION

Ade Abon	T. 415.923.2284
E. aabon@atlantaga.gov	# FC-7646-03, A&B

5

PROJECT DESCRIPTION

Contract A included the Clear Creek Tunnel, a TBM bored tunnel in rock, 20,500' long by 27' diameter, running between the Rockdale and Clear Creek shafts, and intersecting with the Tanyard Vent shaft. All tunnels will have a partial cast-in-place concrete final lining. The Tanyard shaft is 28' diameter: the first 30' was excavated conventionally and supported with secant pile; the other 125' was drill and blast. The Rockdale shaft is 310' deep by 47' diameter (40' diameter finished): the first 20' was excavated conventionally and supported with ribs and boards; the other 290' was drill and blast. The Clear Creek shaft is 165' deep by 47' diameter (40' diameter finished): the first 30' was excavated conventionally and supported with sheet pile; the other 135' was drill and blast.

5

Contract B included the North Avenue Tunnel, a 22,600' long by 27' diameter bored TBM tunnel in rock between the North Avenue Shaft and the shaft at the R.M. Clayton WWTP site. It intersects the overflow shaft, 28' in diameter, where the first 60' was excavated conventionally and supported with sheet pile and the remaining 85' was drill and blast. The North Avenue shaft is 225' deep by 47' diameter (40' diameter finished): the first 35' was excavated conventionally and supported with sheet pile; the other 190' was drill and blast. The R.M. Clayton shaft is 210' deep by 47' diameter (40' diameter finished): the first 75' was excavated conventionally and supported with ribs and boards; the other 135' was drill and blast. The project also includes an emergency overflow shaft and channel, and an 85 mgd submersible-type pumping station. The tunnels will be bored with two TBMs concurrently, and will be partial concrete lined to a final diameter of 24'. There are 10 total shafts with depths from 140' to 310'. All major shafts were built using top-down construction techniques.

GSB/OBAYASHI JV

YEARS OF EXPERIENCE:

32 YEARS

DAVID BLOHM

SITE SAFETY MANAGER, GOLDEN STATE BRIDGE

EDUCATION

» U. C San Diego – Health & Safety, Contra Costa College – Non-Destructive Testing

CAREER HISTORY

David Blohm is the Safety Manager for Golden State Bridge (GSB). He is responsible for the overall safety training, monitoring and reporting for the company. Dave visits all of GSB jobsites working with the managers, superintendents and craft persons regarding safety. Dave has an excellent relationship with the craft personnel. His personal experience with working in the trades provides the understanding of safety from the workers point of view. All of the craft people on the projects respect Dave's knowledge and experience.

While working for GSB, Dave has managed the safety on the following operations:

» Large Driven Steel Piles (84" Diameter)
» Working Over Water
» Concrete Bridge Demolition
» Elevated Structural Steel (750' Over Canyon)
» Cofferdams (Up 35' Deep Within Water)
» Structural Steel Welding
» Large Diameter Drilled Shafts

All of these high risk operations were executed in a safe and productive manner.

Mad River Bridge Falsework

David Blohm began his career as an apprentice welder/pile driver. From 1982 to 1988 Dave worked on various heavy civil construction projects as a tradesman. Projects he worked on included wharf construction, bridge shoring, structural steel erection, marine construction, and driven piles. On every project he was responsible for the safety of himself and other crew members.

In 1988, Dave began work as a machinist/welder at Container Care. During his employment with Container Care, Dave was trained in a quality control driven environment. This training in quality control strengthened his quality control education and safety knowledge.

By 1995, Dave's training led him to full time quality control with Consolidated Engineering Laboratories. Dave's responsibilities in quality control expanded and was responsible for projects throughout Northern California.

In 2008 Dave joined Golden State Bridge as the Safety Manager. Since joining GSB, he has concentrated on educating the GSB work force in safe work practices and evaluating each jobsite for injury prevention. Dave schedules Cal-OSHA Consultations on a regular basis. Through Dave's leadership, GSB has earned Golden Gate Partnership Recognitions awarded by Cal-OSHA.

4. FIRM EXPERIENCE AND PAST PERFORMANCE

SECTION 4

GSB/OBAYASHI JV

SFOBB EAST SPAN
MARINE FOUNDATION
REMOVAL PROJECT

Transbay Terminal CMGC

[4.A.] A BRIEF NARRATIVE SUMMARY OF EACH FIRM'S CAPABILITY AND CAPACITY // FORM B, PROJECT DESCRIPTION RFQ SECTION 3.5.A & B

The Golden State Bridge (GSB) and Obayashi Corporation joint venture (GOJV) combines the bridge construction experience of GSB with the construction manager/general contractor (CMGC) heavy civil experience of Obayashi.

GSB and Obayashi employees on the GOJV team have excellent working relationships extending back 20 or more years. Our companies' approach to planning, safety, work execution and client relations align. We have been looking for opportunities to bid as partners for over a year and this phase of the SFOBB East Bay Demolition Project is a project tailored to our complementary strengths.

Our other team members' specialties enhance our performance capacity. Controlled Drilling and Blasting, LLC, our controlled blasting subcontractor, possesses the expertise critical to this key aspect of the project. WRA Environmental Consultants, our environmental/permit subcontractor, brings the ability to help the Department secure and/or amend permits, as well as the experience and skills needed to protect the environment while work at the piers is underway. Solem & Associates, our public relations consultant, provides the Bay Area-based public information background required to explain the project to local communities and sustain public support while the demolition proceeds.

More detailed information on the GOJV partners and other team members is presented below.

Floating Marine Equipment - Carquinez Bridge Fender Replacement

GSB/OBAYASHI JV

[4.A.] A BRIEF NARRATIVE SUMMARY OF EACH FIRM'S CAPABILITY AND CAPACITY // FORM B, PROJECT DESCRIPTION
RFQ SECTION 3.5.A & B

GOLDEN STATE BRIDGE

MAJOR PARTICIPANT

ABOUT

Golden State Bridge (GSB) was founded by David Riccitiello (BSCE and CA RE #41069) in 2004. GSB is a California Licensed General Engineering Contractor, License #851187 Class A, B, and Hazardous Substance Removal Certification. Dave has over 30 years of experience work in the San Francisco Bay and on the all of the bridges which span the bay. Dave's engineering background and entrepreneurial spirit provides the vision and leadership on all of the challenging projects GSB constructs. These skills have proven to be beneficial on projects such as the demolition and replacement of 10-Mile River Bridge near Mendocino, demolition and redesign and construction of the marine fenders on the Carquinez Bridge, demolition and replacement of Mad River Bridge in Eureka, demolition and construction of Hwy 44 Bridges over the Sacramento River in Redding, and numerous other major heavy civil construction projects throughout northern California.

SINCE 2004, GSB HAS COMPLETED OVER **50 CALTRANS** CONTRACTS TOTALING **$318 M**

Dave has built a strong team of construction managers, engineers and trades persons that have the technical knowledge and construction experience to deliver a safe, environmentally responsible, cost effective and publicly appreciated project such as this. GSB knows it will deliver a successful completion to the replacement of the SFOBB that began its journey on October 17th, 1989 with the Loma Prieta Earthquake.

ALL GSB EMPLOYEES HAVE PERFORMED WORK THROUGHOUT THEIR CAREERS IN **CALTRANS DISTRICT 4**

In addition to the long history of GSB performing bridge work in the San Francisco Bay, GSB has constructed many of the recent major bridge projects along the Northern California Coast and inland. These projects required innovative approaches to the work as each project poses different challenges. Most of the projects required over water access in the form of trestles, barges or suspended platforms. Some of the projects required very unique equipment such as one of the largest diesel pile hammers in North America. GSB employs several California Registered Engineers that design innovative solutions to all projects. Designs for trestles, temporary supports, platforms, support of excavation, bubble curtains and other project requirements are performed in-house.

Safety is always the top priority to GSB executives and employees. Everyone at GSB manages the work such that employees, traveling public and Owners' employees are safeguarded against accidents or injury. GSB has an active safety program headed by Manager of Safety David Blohm. David progressed from construction tradesman to Manager of Safety and brings practical experience and knowledge to the safety program. David builds strong

GSB/OBAYASHI JV

Greenwood Creek Bridge Demo

Pitkins Curve Segmental Bridge

Carquinez Bridge Fender Replacement

relationships with the Owners representatives and the construction trades in order to effectively communicate safety procedures and concerns.

Cal-OSHA has recognized GSB by awarding it the Golden Gate Partnership Award in 2009 and two in 2012.

GSB is very familiar with the requirements and restrictions of working in environmentally sensitive areas. Most of GSB's projects have been within or adjacent to sensitive waterways with migratory fish restrictions which affected work windows and operation impacts. GSB has designed and constructed bubble curtain attenuation systems to mitigate the effect of pile driving on aquatic species. GSB understands and respects the requirements of environmental protections and works diligently to enforce those protections, and always employs best management practices during construction. GSB adheres to local, State and Federal regulations.

GSB partners all of its construction projects. GSB finds that partnering brings all of the stakeholders in the project to work towards the shared goal of a successful project. GSB has received Partnering Awards for the following projects:

- Ten Mile River Bridge / Caltrans Partnering Award three Consecutive Years
- Pit River Bridge / Caltrans Gold Partnering Award
- Mad River Bridge / Caltrans Partnering Award four Consecutive Years
- Rain Rocks Rock Shed and Bridge / Partnering Success in Motion Gold Award 2013

GSB has a solid reputation of completed projects on time without claims, disputes or litigation.

GSB has also been recognized by various agencies and publications for the excellence and complexity of the projects they construct. Awards and recognition GSB has received are:

- Ten Mile River Bridge / 2010 Caltrans Excellence in Transportation
- Hwy 44 Dana to Downtown / 2011 Caltrans Excellence in Transportation
- Mary Avenue Bicycle-Cable Stay Footbridge / City of Cupertino Excellence in Construction
- Tower Bridge – California Construction Magazine Best of 2008

GSB always meets or exceeds the DVBE, SBE, and DBE commitments established for the contracts it constructs. In addition, GSB is an active participant in Mentor-Protégé programs benefiting DVBE, SBE and DBE firms with great success.

Form B
PROJECT DESCRIPTION

Name of Proposer: **GSB/Obayashi JV**

Instructions for Form completion: Form B is limited to a maximum of 3 pages for each completed project.

Name of Firm: **Golden State Bridge, Inc.**

Project Role: **General Contractor**
Principal Participant: **YES** Designer: **NA**

Years of Experience (provide length of activity as it relates to the following three elements):
Roads/Streets: **9** Bridges/Structures: **9** Utility Relocations: **9**

Project Name, Location, and Nature of Work for Which Company Was Responsible:
Project Name: **Carquinez Bridge Timber Fender Replacement Piers 2 & 3**
Location: Vallejo, CA
Golden State Bridge (GSB) was the general contractor responsible for the complete project. GSB self-performed the following: marine access, removal of existing fenders, furnish & drive pipe pile, construct concrete fender system, furnish & install rubber bumpers and overall project management and organization.

Provide Project Description and Describe Site Conditions:

This project is located at Piers 2 & 3 of the Carquinez Bridge near Vallejo, CA. The work involved the removal and replacement of the existing fender system with a cast-in-place fender system supported on driven piles.

Experience from this project that GSB brings to the SFOBB East Span Foundation Demolition Project:

- **Innovation-**GSB in collaboration with Caltrans and NRV designed an innovative solution that resolved the cast-in-place concrete issue.
- **Complexity-**Complex project with difficult access, environmental sensitive location, maintenance of traffic and substantial risk. Working in a marine environment requires precise planning and organization.
- **Quality-**GSB worked with Caltrans through a redesign to improve the quality of the completed project.
- **Safety-**The project had high safety risk which was mitigated through awareness, pre-planning and training.
- **Environmental Stewardship** – Extensive permit requirements such as USCOE, SFBCDC CARWQCB, NMFS, USF&WS, USCG.
- **Success in achieving small business goals-**GSB exceeded the contract goals for DVBE. GSB always meets or exceeds the contract goals and will do the same for the SFOBB project.

Early in the project it was determined that the cast-in-place fender system was not constructible as designed. Portions of the new structure were found to be impacted by the bay waters during high tide. This posed a quality problem for the concrete and rebar so it was agreed that this portion of the fender system be redesigned.

Golden State Bridge (GSB) worked with Caltrans design in engineering a precast concrete fender system that could be assembled during low tide and not be impacted by high tide. GSB hired Robert Valentine of NRV Consulting to provide a design for Caltrans to review and approve. GSB and Mr. Valentine worked closely with Caltrans on the design in order to keep the scope within the original bid prices and schedule. The goal was to utilize as much of the original design and engineer a method to construct the portions within the tidal influence so that this area would not be impacted by the tide. The new design provided for precast member sections that extended above the high tide level and the remaining portions of the concrete fenders to be cast-in-place above the high water mark. A no cost change order was issued for this work and the project was completed within the original contract duration.

The following risks were identified and mitigated during construction: cast-in-place members being submerged during high tide, marine access, extreme currents through the Carquinez Strait, working over water, ship traffic within the waterway, and environmental compliance. All of these risks were identified and mitigated through thorough planning and organization. The project was completed without any of these risks becoming an issue.

The existing fender system was removed prior to installing the new 28” diameter concrete filled steel pipe pile. A barge equipped with a crane, auger system and pile driving hammer system was utilized for the pile installation. The crane mounted auger pre-drilled holes at each pile location. The pipe piles, with closed ends, were then driven to the specified tip elevation.

Environmental requirements included the protection of migratory birds, anadromous fish, and other species. Any dredging activities were prohibited between December 1 and March 1 of any year. Work was planned so as to be completed outside this window. The project was completed without an environmental incident.

Safety is always a concern, particularly when working over water. When working over the water all employees were equipped with protective floatation devices. Also the hoisting of tools and materials from barges requires additional safety analysis and precautions. GSB approaches safety on every project by making all employees aware of the safety hazards and training them as to the best safety practices. Safety was closely monitored and training administered by GSB Director of Safety, David Blohm.

This project has many similar aspects to the SFOBB East Span Foundation Demolition Project. The original project schedule was not impacted by the redesign as it was completed a month early.

This project was completed with no claims and no DRB rulings.

Name of Client (Owner/Agency, Contractor, etc.):
State of California, Department of Transportation
Address: 1727 30th Street, Sacramento, CA 95816
Contact Name: Asghar Rezaei, R.E. Telephone: (925) 602-9023
Owner's Project or Contract No.: 04-049074 Fax No: (925) 602-9091
Contract Value (US$): $16,888,170 Final Value (US$): $17,530,036
Percent of Total Work Performed by Company: 100% Commencement Date: 04/30/2012
Planned Completion Date: 5/01/2013 Actual Completion Date: 03/13/2013
Amount of Claims: None Any Litigation? Yes ____ No X

Form B
PROJECT DESCRIPTION

Name of Proposer: **GSB/Obayashi JV**

Instructions for Form completion: Form B is limited to a maximum of 3 pages for each completed project.

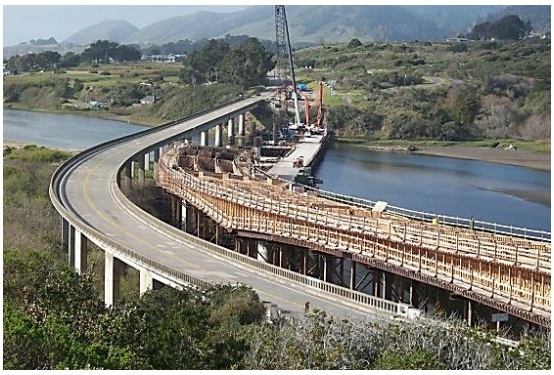
Name of Firm: **Golden State Bridge, Inc.**

Project Role: **General Contractor**
Principal Participant: **YES** Designer: **NA**

Years of Experience (provide length of activity as it relates to the following three elements):
Roads/Streets: **9** Bridges/Structures: **9** Utility Relocations: **9**

Project Name, Location, and Nature of Work for Which Company Was Responsible:
Project Name: **Replace Bridge Over 10 Mile River**
Location: Fort Bragg, CA
Golden State Bridge (GSB) was the general contractor responsible for the complete project. GSB self-performed the following: bridge foundation piles, bridge structural concrete, bridge demolition, traffic control and maintenance, architectural concrete, support of excavation, cofferdams, trestles and overall project management and organization.

Provide Project Description and Describe Site Conditions:
This project is located along Hwy 1 over the 10 Mile River near Fort Bragg, CA. The work involved the construction of a new post tensioned concrete box girder bridge over 10 Mile River and the subsequent removal of the existing bridge. The new bridge has eight spans and a total length of 1480' and a width of 55'.



Experience from this project that GSB brings to the SFOBB East Span Foundation Demolition Project:

- **Innovation-**Trestle, cofferdam, controlled demolition and bubble curtains were all innovations employed on this project. All of these tools will be brought to the SFOBB project.
- **Partnering-**Partnering provided a road map for the success of the project. This was recognized by the partnering award received.
- **Quality-**The quality of this project earned an award for "Excellence in Transportation". The same elements that earned this award will be utilized on the SFOBB project.
- **Safety-**This project had many safety challenges, amplified by working over water. The project concluded with an excellent safety record.
- **Environmental Stewardship-**GSB understands the importance of environmental stewardship, which was employed on this project. GSB brings experience working with USCOE, CA Dept F&G, NMFS, USF&WS, Coastal Commission, and other environmental agencies.
- **Success in achieving small business goals-**GSB exceeded the contract goals for SBE and DBE. GSB always meets or exceeds the contract goals and will do the same for the SFOBB project.

Access had to be established across the river in order to construct the new bridge. A design of steel trestle was constructed for cranes, concrete pumps, forklifts and personnel to access the work. This trestle spanned 1,400' across the width of the river and included extensions at each bent location. ***Cofferdams*** were constructed at each bent for the construction of the foundation pile, footing and column. These sheet pile cofferdams were 25' deep, 30' wide and 50' long. Once dewatered, foundation piles, bent footing and column were constructed within the cofferdam.

During construction, traffic was maintained on the existing bridge. Once the new bridge was completed, traffic was switched onto the new bridge and the old bridge was removed.

Falsework for the bridge construction was designed by GSB and involved driving temporary pile in the river for the falsework foundation. The falsework had to accommodate the super-elevated curve of the bridge and the varying depth superstructure. Once the superstructure was completed, the falsework was completely removed from the river. After traffic was switched on to the new bridge, the falsework and trestle were relocated to the existing bridge to provide access and debris containment during the demolition of the existing bridge. Cofferdams were installed at each of the existing bent locations so that the columns and footings could be removed.

This project faced many risks such as: working within a river subject to tidal fluctuations and floods, constructing access and cofferdams within a major coastal river, stringent environmental compliance, constructing drilled shafts in the river, limited work windows within the river, risk of tsunami, and working in a remote location.

In order to mitigate risk and meet the challenges of this project, GSB employed many ***innovative*** approaches. All of the trestles and cofferdams were designed specifically he risk of flood and to facilitate multiple operations simultaneously. These designs were carried over to the demolition of the existing bridge. GSB designed the bubble curtains utilized during in-water work. This innovative design was then utilized on other GSB projects where water work was involved. Innovative approaches were used to demolish the existing 10 Mile River bridge. GSB employed wire saw and large diameter concrete coring to remove the columns in an environmentally friendly manner.

Environmental requirements included the protection of endangered species, migratory birds, including osprey, and modified work operations for spawning fish. Pile driving was restricted to the period between June 15 and October 15 of each year. Bridge demolition was restricted to the period between August 1 and March 31 of each year. This required extensive planning to ensure all work was completed within this time window. Pile driving within the waterway was performed with the use of ***bubble curtains*** and pile driving monitors to measure driving impacts in order to eliminate the risk to aquatic life. Driving impact levels were kept below the specified maximum levels. The project was completed without an environmental incident.

Safety is always a concern, particularly when working over water. When working over the water all employees were equipped with protective floatation devices. GSB approaches safety on every project by making all employees aware of the safety hazards and training them as to the best safety practices.

This was a very complex, multi-year project that had a lot of risk. GSB identified the risks and planned all of the stages and activities to minimize the risks. This was a high quality project, a win for all of the stakeholders and recognized by Caltrans with the 2010 Excellence in Transportation Award. ***This project was completed with no claims and no DRB rulings.***

List Any Awards, Citations, and/or Commendations Received for the Project:

- Partnering Award 2008, 2009, and 2010;
- Project Awarded "Excellence in Transportation Award" in 2010

Name of Client (Owner/Agency, Contractor, etc.):

State of California, Department of Transportation

Address: 1727 30th Street, Sacramento, CA 95816

Contact Name: Larry Bowermaster/Matt McKeon — Telephone: (707) 496-7112/496-4356

Owner's Project or Contract No.: 01-385704 — Fax No: (530) 225-3097

Contract Value (US$): $43,530,205 — Final Value (US$): $50,122,733

Percent of Total Work Performed by Company: 100% — Commencement Date: 01/12/2007

Planned Completion Date: 11/03/2009 — Actual Completion Date: 08/16/2010

Amount of Claims: None — Any Litigation? Yes ____ No X

Form B

PROJECT DESCRIPTION

Name of Proposer: **GSB/Obayashi JV**

Instructions for Form completion: Form B is limited to a maximum of 3 pages for each completed project.

Name of Firm: **Golden State Bridge, Inc.**

Project Role: General Contractor

Principal Participant: YES **Designer: NA**

Years of Experience (provide length of activity as it relates to the following three elements):

Roads/Streets: 9 **Bridges/Structures:** 9 **Utility Relocations:** 9

Project Name, Location, and Nature of Work for Which Company Was Responsible:

Project Name: **Mad River Bridge Replacement**

Location: Humboldt County, CA

Golden State Bridge (GSB) was the general contractor responsible for the complete project. GSB was responsible for the demolition and replacement of the existing Hwy 101 bridge over the Mad River.

Provide Project Description and Describe Site Conditions:

This project is located on Hwy 101 near Eureka, CA. The existing steel truss bridges were replaced with post tensioned concrete box girder bridges. The new bridges are 800' in length with 3 piers located in the Mad River.

Experience from this project that GSB brings to the SFOBB East Span Foundation Demolition Project:

- **Innovation** – Innovations in the approach to utilizing large pile driving equipment, bubble curtains, demolition of the existing structures, cofferdams and access.
- **Complexity** – Complex project with difficult access, environmental sensitive location, maintenance of traffic, controlled demolition, and substantial risk
- **Safety** – Project posed many safety challenges including working over water, very large heavy equipment, restricted access, and demolition. All challenges were met with planning and organization.
- **Quality** – GSB had to utilize innovative approaches to the project to ensure safety and environmental stewardship.
- **Environmental Stewardship** – Environmentally sensitive area with high visibility and extensive agency oversight. Extensive permit requirements such as CA Dept F&G, CARWQCB, NMFS, USF&WS.
- **Success in achieving small business goals-**GSB exceeded the contract goals for SBE and DBE. GSB always meets or exceeds the contract goals and will do the same for the SFOBB project.
-

North and South traffic was maintained during the construction. The bridge piers were constructed within cofferdams in the Mad River. Pier foundations are 84" diameter steel shells that were driven to elevation with a large diesel impact hammer. Innovative approaches to access the piers were employed in order the preserve the environmental condition of the area. Cofferdams were constructed to isolate the environment from the pier construction.

Driving the 84" diameter, 150' long pile required the use a unique diesel pile impact hammer. The diesel impact hammer had to produce 500,000 ft-lb of energy in order to meet the required tip elevation. Safely handling and using such as large piece of equipment required planning and innovation. All piles were completed successfully, without incident.

Each of the twin bridges were constructed on falsework spanning the Mad River. Because of the environmental requirements the work had to be completed within a very short time period. Close collaboration with Caltrans, Coastal Commission, CA Dept Fish and Game and other stakeholders provided the work environment to complete within the permissible time frame.

Both of the existing twin bridges were required to be demolished. GSB successfully managed the removal of these bridges. Innovative sequencing and approaches to the demolition was required in order to comply with the environmental constraints and accessible work area. All demolition was completed without incident.

The nature of the project and its location posed many risks. The risks identified and mitigated were: working over water, maintaining traffic, controlled demolition, schedule, flooding, environmental compliance, access, and safety.

Environmental requirements included the protection of both aquatic and riparian species. GSB worked collaboratively with the permitting agencies. Pile driving within the waterway was performed with the use of ***bubble curtains*** and pile driving monitors to measure driving impacts in order to eliminate the risk to aquatic life. Driving impact levels were kept below the specified maximum levels. GSB hired a graduate biologist to monitor environmental compliance and work with oversight agencies. The project was completed without an environmental incident.

Safety is always a concern, particularly when working over water. All employees were trained as to the exposure to working over water and the safety procedures to be followed. This project produced an exceptional safety record due to the training and active participation of all the employees. Safety was closely monitored and training administered by GSB Safety Manager, David Blohm.

This was a very unique project, requiring innovation and team work. The risks were identified and mitigated creating a successful project for all the stakeholders. The cooperation between GSB and Caltrans was recognized with the Partnering Awards in 2010, 2011 and2012. The project was completed with ***no claims.***

List Any Awards, Citations, and/or Commendations Received for the Project:

- Partnering Award: 2010, 2011, 1012, 2013
- Golden Gate Partnership Award, Cal-OSHA

Name of Client (Owner/Agency, Contractor, etc.):
State of California, Department of Transportation
Address: 1727 30th Street, Sacramento, CA 95816

Contact Name: Tom Fitzgerald R.E.	Telephone: (707) 496-6614
Owner's Project or Contract No.: 01-296104	Fax No: (707 825-4773
Contract Value (US$): $40,750,000	Final Value (US$): $40,090,394
Percent of Total Work Performed by Company: 100%	Commencement Date: 10/18/2008
Planned Completion Date: 06/2013	Actual Completion Date: 06/2013
Amount of Claims: None	Any Litigation? Yes ____ No X

Form B
PROJECT DESCRIPTION

Name of Proposer: GSB/Obayashi JV

Instructions for Form completion: Form B is limited to a maximum of 3 pages for each completed project.

Name of Firm: Golden State Bridge, Inc.

Project Role: General Contractor
Principal Participant: YES **Designer:** NA

Years of Experience (provide length of activity as it relates to the following three elements):
Roads/Streets: 9 **Bridges/Structures:** 9 **Utility Relocations:** 9

Project Name, Location, and Nature of Work for Which Company Was Responsible:
Project Name: Pitkins Curve Bridge & Rock Shed
Location: Lucia, CA
Golden State Bridge(GSB) was the general contractor responsible for the complete project. GSB self-performed the following: structural concrete rock shed, CIP segmental cantilever concrete bridge, CIP post tensioned concrete box girder bridge, tiebacks, excavation, backfill, architectural treatment, access, type 80 barrier, traffic control, and overall project management and organization.

Provide Project Description and Describe Site Conditions:
This project is located along Hwy 1 approximately 55 miles south of Monterey, CA. The project site is an active slide area and the reason for the project. One-way traffic control was installed maintained throughout the duration of the project. The project involved the construction of a structural concrete rock shed, retaining walls, cast-in-place concrete segmental cantilever bridge and cast-in-place post tensioned concrete box girder bridge. The rock shed is 240' in length with two 12' travel lanes, each with 4' shoulders. The bridge is 3 spans with a total length of 640' with two 12' travel lanes.

Experience from this project that GSB brings to the SFOBB East Span Foundation Demolition Project:

- **Innovation-**In-house engineering capabilities provide flexibility and innovation in design that is cost effective and efficient. Unique trestle access and support of excavation were just a few of the innovative approaches to this project.
- **Safety-**Planning for safety on all of the operations produced and outstanding safety record. Identifying hazards was key to all operation planning. Training and education reinforced safe practices. GSB brings: Plan Safe Work + Execute the Plan = Safe Work.
- **Partnering-**Partnering provided a road map for the success of the project. This was recognized by the partnering award received.
- **Quality-**The quality of the completed project will make the cover of publications for years to come. GSB brings the attention to detail that matter in order to produce a quality product.
- **Project Delivery-**While this was not a CMGC project, it had all of the components of CMGC delivery. GSB brings the expertise in designing, pricing, negotiating, scheduling and constructing projects.
- **Environmental Stewardship-**GSB understands the importance of environmental stewardship, which was employed on this project. GSB brings a strong history and understanding of environmental stewardship and partnering with the environmental agencies.
- **Success in achieving small business goals-**GSB exceeded the contract goals for SBE and DBE. GSB always meets or exceeds the contract goals and will do the same for the SFOBB project.

This project is in a very remote location of the California coast which posed many challenges for the project team. Before mobilizing to the project site all of the risks and challenges that the project team would face were thoroughly analyzed. Senior Project Manager Will Reames provided the leadership for the team to be fully prepared for the risks and challenges ahead. Risks identified were: communications, potential slides, fire, weather, remote location, materials management, concrete production, storage/yard locations, safety, environmental stewardship, community relations, access, and schedule. The project team, under the leadership of Will, addressed the risks as follows:

* Communications established through satellite phones as cell phone service was poor.
* An on-site concrete batch plant was established for all of the concrete production as the nearest concrete plant was too far away.
* The project was organized and managed so that work was not dependent upon just-in-time materials deliveries.
* Crews were required to carry firefighting equipment and proactively address fires.
* Become part of the local community.
* Design and construct safe access.
* Plan and train for safe operations
* Know environmental and abide by requirements. Police trash and clean site often.
* Monitor and adjust operations to maintain schedule.
* Always monitor weather and adjust operations accordingly.

During the course of the project a major slide occurred that impacted the work. GSB worked with Caltrans to design and construct a tieback retaining wall to repair the slide. Will worked closely with Caltrans designing and providing cost estimates for the work. All the while, Will kept the work on the Pitkins Curve project moving as scheduled.

During the construction of the Rain Rocks Rock Shed many design changes were made. Will again worked closely with Caltrans providing design review, constructability review, cost estimates and schedule impacts. The changes made to the rock shed amounted to 80% of the total project change orders.

Due to the terrain of the project location, safe access to the work was a challenge. The bridge bents are located down the slope of the slide below the roadway level. Access to each bench was engineered by GSB in house engineering staff as well as the platforms from which work was performed. This in-house engineering capability provided GSB the flexibility to use innovative design and construction techniques. The in-house engineering capabilities provided the ability to design innovative use of falsework materials for the cast-in-place concrete box girder portions of the bridge.

Traffic was maintained with one-way signalized traffic control. Because some operations required the full closure of the highway, Will researched the local school bus schedule and organized work operations such that the school bus was clear of the project before the road closure was initiated, this ensured that school children were never delayed to or from school. This is an example of Will leadership in public outreach and community relations.

This was a very unique project and the first rock shed built on a Caltrans project. The risks were identified and mitigated, creating a successful project for all the stakeholders. The cooperation between GSB and Caltrans was recognized with the Partnering Success in Motion Gold Award in 2013. The project was completed with no claims and one DRB ruling. The DRB ruling involved the subcontractor constructing the CIDH piling and the DRB ruled in favor of the subcontractor. Caltrans accepted the ruling.

List Any Awards, Citations, and/or Commendations Received for the Project:

- Partnering Success in Motion Gold Award for 2013.

Name of Client (Owner/Agency, Contractor, etc.):

State of California, Department of Transportation

Address: 1727 30th Street, Sacramento, CA 95816

Contact Name: Charles Hench R.E.	Telephone: (805) 927-4559
Owner's Project or Contract No.: 05-0E9604	Fax No: (805) 927-4378
Contract Value (US$): $29,481,768	Final Value (US$): $33,500,000
Percent of Total Work Performed by Company: 100%	Commencement Date: 10/01/2009
Planned Completion Date: 02/08/2013	Actual Completion Date: 01/31/2014
Amount of Claims: None	Any Litigation? Yes ____ No _X__

Form B
PROJECT DESCRIPTION

Name of Proposer: **GSB/Obayashi JV**

Instructions for Form completion: Form B is limited to a maximum of 3 pages for each completed project.

Name of Firm: **Golden State Bridge, Inc.**

Project Role: **General Contractor**
Principal Participant: **YES** **Designer NA**

Years of Experience (provide length of activity as it relates to the following three elements):
Roads/Streets: 9 **Bridges/Structures:** 9 **Utility Relocations:** 9

Project Name, Location, and Nature of Work for Which Company Was Responsible:
Project Name: **Rte 44 Dana to Downtown Replace Bridges**
Location: Redding, CA
Golden State Bridge (GSB) was the general contractor responsible for the complete project. GSB self-performed the following: bridge foundation piles, bridge structural concrete, bridge demolition, traffic control and maintenance, architectural concrete, support of excavation, cofferdams, trestles and overall project management and organization.

Provide **Project Description and Describe Site Conditions:**
This project is located along Hwy 44 over the Sacramento River in Redding, CA. The work involved the removal and replacement of the existing precast girder bridge over the Sacramento River, highway overpass, widening of a third overpass and construction of concrete retaining walls.

Experience from this project that GSB brings to the SFOBB East Span Foundation Demolition Project:

- **Innovation-**GSB used innovation to establish trestle access across the Sacramento River and maintain marine traffic. GSB also used innovation in the demolition of the existing bridges without impacting the environment.
- **Safety-**Working within a major river and adjacent to heavy traffic required elevated safety awareness. All work was planned, organized and completed without incident.
- **Complexity-**Complex project working over water, environmental sensitive location, maintenance of traffic and substantial risk
- **Environmental Stewardship-**Extensive permit requirements such as USCOE, CA Dept F&G, CARWQCB, NMFS, USF&WS.
- **Traffic Maintenance-**This project was over a navigable portion of the Sacramento River. GSB provided advance warning signs and protective measures for the marine traffic that passed through the project.
- **Success in achieving small business goals-**GSB exceeded the contract goals for SBE and DBE. GSB always meets or exceeds the contract goals and will do the same for the SFOBB project.

To obtain access for the work, GSB constructed a combination of rock causeway and trestle across the river. Large diameter steel shells (up to 8' in diameter) were driven for the bridge foundations. The soil in the piles was drilled out and rock socket shafts drilled below the casing tips. GSB self-performed all foundation work on the project. The construction of the post-tensioned box girder concrete bridges over the river was in stages. Stage 1 construction installed precast concrete girders between the existing bridges over the river forming a contiguous bridge deck. All traffic was shifted on to the existing widened eastbound bridge and stage 2 constructed the new westbound bridge. Once the westbound bridge was completed, traffic was shifted to the new bridge and the new eastbound bridge was constructed in stage 3. Once stage 3 was complete, traffic was restored to normal traffic direction on the new bridges.

Bridge falsework was designed and constructed by GSB across the Sacramento River and other two bridges on this project. This design required the installation of temporary bents in the river founded on driven pile. The structural excavation, due to the construction staging, required GSB to design and construct several methods to support excavations or embankments. Sheetpiling, soldier beam with wood lagging and wire basket systems were used to support the embankment or excavation.

The bridges were constructed in stages while maintaining full traffic lanes in each direction. GSB operated and maintained the traffic control systems for the duration of the project. Traffic shifts made during stage changes were performed without incident.

Environmental requirements included the protection of endangered species, migratory birds including bald eagles and modified work operations for spawning fish. Pile driving and bridge demolition was restricted to the period between September 15 and April 15 of each year. This required extensive planning to ensure all work was completed within this time window. Pile driving within the waterway was performed with the use of pile driving monitors to measure driving impacts in order to eliminate the risk to aquatic life. Driving impact levels were kept below the specified maximum levels. The project was completed without an environmental incident.

The following risks were identified and mitigated during construction: constructing access across the Sacramento River, protection of aquatic life in the Sacramento River, stringent environmental requirements, maintaining traffic through the project and working adjacent to traffic, installation of large diameter piling in the river, falsework supporting new bridge construction over the river, and limited work windows within the river. All of these risks were identified and mitigated through thorough planning and organization. The project was completed without any of these risks becoming an issue.

Safety is always a concern, particularly when working over water and around traffic. GSB approaches safety on every project by making all employees aware of the safety hazards and training them as to the best safety practices. Safety was closely monitored and training administered by GSB Director of Safety, David Blohm.

This was a very complex, multi-year project that had a lot of risk. GSB identified the risks and planned all of the stages and activities to minimize the risks. This was a high quality project, a win for all of the stakeholders and recognized by Caltrans with the 2011 Excellence in Transportation Award. This project was completed ***without claims*** and one DRB ruling. The DRB ruling involved the supplier, Symons Corp., for the form liner for the project. The DRB ruled in favor of Caltrans and Symons Corp. accepted the ruling.

List Any Awards, Citations, and/or Commendations Received for the Project:

- 2011 Excellence in Transportation Award, Caltrans

Name of Client (Owner/Agency, Contractor, etc.):

State of California, Department of Transportation

Address: 1727 30th Street, Sacramento, CA 95816

Contact Name: Jim Wood, R.E.	Telephone: (530) 225-3160
Owner's Project or Contract No.: 02-328034	Fax No: (530) 225-3339
Contract Value (US$): $59,395,523	Final Value (US$): $61,592,554
Percent of Total Work Performed by Company: 100%	Commencement Date: 3/31/08
Planned Completion Date: 12/2010	Actual Completion Date: 6/2011
Amount of Claims: None	Any Litigation? Yes ____ No X

[4.A.] A BRIEF NARRATIVE SUMMARY OF EACH FIRM'S CAPABILITY AND CAPACITY // FORM B, PROJECT DESCRIPTION
RFQ SECTION 3.5.A & B

OBAYASHI

OBAYASHI WAS RANKED 17TH IN THE ENR LIST OF "TOP 250 GLOBAL CONTRACTORS" FOR 2013 WITH WORLDWIDE REVENUE OF $15.5 BILLION ON CONSTRUCTION OPERATIONS IN 2013.

Golden Gate Bridge Seismic Retrofit

GSB/OBAYASHI JV

OBAYASHI CORPORATION

JOINT VENTURE PARTNER (MAJOR PARTICIPANT)

ABOUT

Obayashi Corporation's world headquarters is in Tokyo with branch and subsidiary offices throughout Asia, Australia, Europe and the United States. Obayashi was ranked 17th in the ENR list of "Top 250 Global Contractors" for 2013 with worldwide revenue of $15.5 billion on construction operations in 2013. Obayashi's staff of 12,800 salaried employees includes construction management professionals, engineers and architects in all disciplines, and a wide variety of technical support and field management personnel.

Obayashi's office in Burlingame manages the company's heavy civil construction operations in North America. Since 1979, Obayashi has successfully completed tunnel, dam, highway and other infrastructure projects in most of the Rocky Mountain and West Coast states as well as in Minnesota, Texas, six states along the East Coast, and in Canada.

In recent years, our Burlingame office has concentrated on CMGC, CM-at-Risk, design-build and other alternate delivery method projects, and our management and technical staff are very familiar with the requirements and advantages of these contracts. Our current efforts, in joint venture with Obayashi subsidiary Webcor, include the Transbay Terminal CMGC project in San Francisco, a nearly $1 billion contract with the Transbay Joint Powers Authority for construction of a new five-story Transit Center Building with one above-grade bus level, a ground-floor concourse, two below-grade rail levels serving Caltrain and the future California High Speed Rail, a 5.4-acre public rooftop park, various utility relocations, and a cable-stayed bridge and viaduct.

Our CM-at-Risk contract with the Los Angeles Department of Water and Power involves replacement of drinking water storage at the Ivanhoe and Silver Lake reservoirs. The work includes two, below-grade concrete enclosed water storage facilities with a total capacity of 110 million gallons, a four-megawatt hydroelectric power plant, a river conduit and eco-system restoration completed under four phased contracts with a total value of $280 million, each with its own constructability reviews and value engineering, GMP negotiations and subcontracting process that leads to the construction scope scheduled for each phase.

In December 2013, Obayashi completed a CMGC project to widen the eastbound twin tunnels near Idaho Springs on the I-70 corridor through the Rocky Mountains in Colorado. This project, valued at over $60 million, is

described in more detail in Section 4.b. Our work, in joint venture with Kraemer, was so well received that the Colorado Department of Transportation that our team is now performing similar improvements for the westbound lanes at this location.

In 2009, Obayashi completed an Early Contractor Involvement (ECI) project for the US Army Corps of Engineers in Louisiana. This $281 million contract, which was similar to a CMGC in that preconstruction services were required, involved improvements to the Chalmette Loop Levee near New Orleans in the wake of Hurricane Katrina. The work required 16 miles of construction work roads, grading and maintaining the top of the existing levee, installation of 14,096 HP 14x73 pile, 1.1 million square feet of driven sheet pile, and construction of 7.7 miles of cast-in-place concrete foundation and T-wall levee, which added 11 feet to the levee's height.

Our preconstruction services for the Chalmette Loop Levee included constructability reviews during design, schedule preparation, cost estimates (GMP) for the work as it developed and risk management. During construction, we achieved one million hours of work time without a days-away case.

In addition to the signature contracts profiled in Section 4.b, Obayashi's design-build (DB) and design-bid-build (DBB) experience includes major projects like the $340 million Sound Transit Beacon Hill Project in Seattle (DBB), the $616 million Eastside Light Rail Transit Extension project in Los Angeles (DB), and Upper Diamond Fork Tunnel and Pipe Line Phases 1 and 2 ($66 and $30 million) in Utah (DB).

Obayashi has considerable experience with controlled blasting on heavy civil projects. We used this method on our I-70 Twin Tunnels East Bound Bore Widening (CMGC) project in Colorado; on the new Hoover Dam Bypass Bridge in Nevada and Arizona; on the Treasure Island Causeway Bascule Bridge Replacement project in Florida; the West Area Combined Sewer Outfall project in Georgia; and other projects throughout the US and Japan.

Obayashi's experience with CMGC contracting aligns with the Department's goals for the SFOBB demolition project. We understand that the most important work, testing for controlled blasting and the follow-on demonstration on Pier E3, will occur early in the preconstruction and demolition phases, and that the tests may indicate the need for alternate demolition designs to be developed and approved before the Pier E3 demonstration. We also understand the importance of environmental permitting and public relations – the former to ensure that our work meets regulatory and stakeholder requirements, and the latter to inform and reassure the public as the project unfolds.

Safety, of course, is the most important concern and Obayashi's excellent safety record, combined with our ability to develop comprehensive and specific safety plans for each contract and work location, will be applied to all designs and ensuing demolition work.

Obayashi's Technical Research Institute (TRI) is a world leader in construction research and development. The institute pioneered the Earth Pressure Balance (EPB) soft ground tunneling techniques and developed new generations of EPB machines such as the "goggle"-shaped DOT machine. The institute will study unusual or difficult structural and other technical problems at the request of any Obayashi office, and develop solutions that can often save time or money and/or improve the quality of a product. The TRI will assist with configurations for and analysis of blasting tests for this project, if requested.

Hoover Dam Bypass Bridge

Form B
PROJECT DESCRIPTION

Name of Proposer: GSB/Obayashi JV

Instructions for Form completion: Form B is limited to a maximum of 3 pages for each completed project.

Name of Firm: Obayashi Corporation

Project Role: General Contractor
Principal Participant: YES **Designer:** NA

Years of Experience (provide length of activity as it relates to the following three elements):
Roads/Streets: 1 **Bridges/Structures:** 1 **Utility Relocations:** 1

Project Name, Location, and Nature of Work for Which Company Was Responsible:
Project Name: I-70 Twin Tunnels East Bound Bore Widening
Location: Idaho Springs, CO (West of Denver, CO)
Obayashi Corporation, in joint venture with Edward Kraemer & Sons, was the CMGC contractor responsible for widening a tunnel on Interstate 70 (I-70) in Colorado. We provided pre-construction and construction services for widening of the east bound tunnel to add a third lane. Work included blasting excavation, installation of retaining walls along the river and construction of chain station facilities. We were responsible for overall project management and organization to include pre-construction services.

Provide Project Description and Describe Site Conditions:

Description of Project:

This CMGC contract is for preconstruction services and construction to improve safety, mobility and travel time along the I-70 corridor at Idaho Springs in the Rocky Mountains 30 miles west of Denver, Colorado. The scope consisted of the addition of a third eastbound lane, widening of the 635' long eastbound arch

tunnel, flattening a sharp curve and installing retaining walls along the river, preparing a traffic diversion and a creek crossing, reconstructing a chain station facility, and completing a final realignment of the frontage road.

Experience from this project that Obayashi brings to the SFOBB East Span Foundation Demolition Project:

- **CMGC -** We successfully delivered CMGC services to the Owner and coordinated closely with other project stakeholders. All of our CMGC experience on this project can be applied to the SFOBB project.
- **Innovation -** We developed saw cutting, mechanical demolition and controlled blasting methods. All of this experience is applicable to the SFOBB project.

- **Within Time and Budget** - Obayashi and the Owner worked as a team. The project was completed as originally planned, with minimal change order amounts (only 0.8% increase), and without any claims or disputes.
- **Safety-** The project's safety challenges included handling blasting material, working next to a protected river, and working in severe weather conditions. We finished with an excellent safety record.
- **Environmental Stewardship -** Environmental stewardship was an important feature of this project. Our experience working with government regulatory agencies and protecting the water quality and wildlife of Clear Creek is directly relevant to the SOBB demolition project.

Highway I-70 is Colorado's only east-west interstate. It provides a link over the Continental Divide, carries interstate commerce, and provides mountain access. Blasted through a geological feature and contained within a narrow canyon, the Twin Tunnels symbolize Colorado's historic endeavors to improve access to and from the mountains, to connect local communities to national and regional services, and to provide natural crossings for wildlife. Also within this canyon is Clear Creek, a high quality drinking water source, and a natural and recreational resource, which runs parallel to I-70 and the frontage road.

The project consisted of the existing tunnel liner demolition, which was successfully achieved utilizing a combination of conventional saw-cutting, mechanical demolishing and a controlled blasting method. As the tunnel liner removal progressed during tunnel excavation, Obayashi pioneered, then refined, a blasting method to remove the tunnel liner concurrent with the tunnel excavation. This method improved the safety of the tunnel excavation by minimizing the durations without ground supports, and accelerated the project schedule.

All work, including existing structure demolition, tunnel excavation and construction, and

retaining wall construction, performed in the vicinity of Clear Creek required protection of the creek's high water quality. We implemented and maintained Environmental Best Management Practices (BMPs) throughout the project. We also employed a licensed erosion control supervisor to supervise environmental-related operations, including our compliance with all environmental regulations.

Obayashi and Kraemer successfully coordinated with the Owner, designer and project stakeholders during the preconstruction phase to complete the final design, establish the Guaranteed Maximum Price (GMP), and develop the risk mitigation matrix. We provided leadership for the entire preconstruction team, contributed valuable insight during design meetings, and helped lead the technical and project leadership meetings required by the Context Sensitive Solution (CSS) process. We also directed constructability reviews, led three rounds of estimates (Opinions of Probable Construction Costs - OPCCs), and initiated and tracked a complex Risk Mitigation Matrix that led to cost reductions throughout the project. Other responsibilities included developing and providing continuous project schedule updates, initiating alternative design proposals to reduce risk and save money, and leading all other CMGC preconstruction tasks through the final estimate stage. We then seamlessly rolled into the construction phase of the project and collaborated to achieve the project milestones and open the widened tunnel by December 21 2013 without any lost time incidents, delays, claims or disputes.

Our joint venture also achieved the project's required small business goals. We first identified work that was available for subcontracting opportunities and, by collaborating closely with the Owner and the Regional Civil Rights Manager, provided ample opportunities for the local small businesses to participate. A key to our approach was the flexibility to break apart traditional work packages to provide manageable opportunities for the firms interested.

List Any Awards, Citations, and/or Commendations Received for the Project:

- Project Management Award from CCA (Colorado Contractors Association) and CDOT (Colorado Department of Transportation).

Name of Client (Owner/Agency, Contractor, etc.):

Colorado Department of Transportation

Address: **4201 East Arkansas Ave., Denver, CO 80222**

Contact Name: **Ben Acimovic** Telephone: **(720) 951-6151**

Owner's Project or Contract No.: **CP-1, IM 0703-391** Fax No: _____

Contract Value (US$): **$60,100,000** Final Value (US$): **$60,591,032**

Percent of Total Work Performed by Company: **50%**

Commencement Date: **December, 2012**

Planned Completion Date: **December 12, 2013** Actual Completion Date: **December 12, 2013**

Amount of Claims: **None** Any Litigation? Yes ____ No **X**

Form B

PROJECT DESCRIPTION

Name of Proposer: **GSB/Obayashi JV**

Instructions for Form completion: Form B is limited to a maximum of 3 pages for each completed project.

Name of Firm: **Obayashi Corporation**

Project Role: General Contractor

Principal Participant: Yes **Designer: NA**

Years of Experience (provide length of activity as it relates to the following three elements):

Roads/Streets: 4 Bridges/Structures: 4 Utility Relocations: _____

Project Name, Location, and Nature of Work for Which Company Was Responsible:

Project Name: **Hoover Dam Bypass Bridge**

Location: Clark County, Nevada and Mohave County, Arizona

Obayashi Corporation, in joint venture with PS Mitsubishi, was the general contractor responsible for construction of the largest concrete arch bridge in North America. We self-performed rock excavation by blasting, bridge foundations, bridge structural concrete, bridge structural steel, cable-stayed temporary supports, traffic control and maintenance. We were also responsible for overall project management and organization.

Provide Project Description and Describe Site Conditions:

Description of Project:

Obayashi managed a number of highly complex engineering and design integration activities, and self-performed the majority of the construction of foundations and substructure, as well as the superstructure, for a 1,905 foot long open-spandrel concrete arch bridge. The bridge, built in the Black Canyon 890' over the Colorado River and 1,500 feet downstream from the dam, has four lanes (two each way) and a pedestrian walkway. The span across the canyon has two

concrete arches that we supported by a temporary stay cable bridge system until the arches were connected at the center. At the completion of construction the bridge was classified as the longest concrete arch span in the western hemisphere and the fourth longest of its kind in the world, with the tallest precast columns in the world.

Experience from this project that Obayashi brings to the SFOBB East Span Foundation Demolition Project:

- **Innovation -** We performed rock excavation with **blasting** and installed precast concrete piers, CIP arches with cable-stayed temporary supports, steel tub girder elections and CIP deck with temporary supports under very limited access conditions.
- **Partnering** – Obayashi worked closely and cooperatively with the Owner, the Federal Highway Administration. We also worked closely with United States Bureau of Reclamation, which manages the Hoover Dam under the construction site.
- **Within Budget** – We maintained the construction cost within the owner's budget. The change orders actually decreased the contract amount by 2 percent.
- **Quality** - The quality of workmanship on this project was excellent. Because the finished concrete surface was so attractive, the Owner decided to omit painting the concrete.
- **Safety -** Safety challenges included working at a very high elevation over water, and in a high wind area with high temperatures. We finished with an excellent safety record.
- **Environmental Stewardship -** Environmental stewardship was an important feature of this project. Our experience working with government regulatory agencies, and protecting the water quality and wildlife of the Hoover Dam National Recreation area, is directly relevant to the SOBB demolition project.

Obayashi manufactured precast segments stacked to build the world's tallest columns. The pier foundations required over 13,000 rock anchors and 1,600 tieback anchors. The twin concrete arches were cast-in-place with 104 segments (52 each) containing nearly a million pounds of reinforcing steel, using four traveler form systems combined with eight, 60-ton steel struts (total 480 tons). The deck support spans between the columns are steel tub girders bolted between the bent caps with high strength bolts, stay-in-place deck forms, reinforcing steel, and cast-in-place concrete decks.

Challenges: Construction challenges included excavation of the steep gorge by blasting in areas with limited access; placement of foundations and anchors on the sheer walls of Black Canyon; daytime temperatures that regularly exceeded 120 degrees; the common occurrence of

extreme winds of 70+ mph; wildlife encounters, including rattlesnakes; and performing a substantial number of construction activities from two cableway cranes spanning the canyon. Also, as the bridge is a highly indeterminate structure, the structural system changed continuously with the cantilever erection progress. A 3D time-dependent analysis was required to predict the arch deflections and to control geometry every day. This proved to be one of the most difficult challenges on the project.

Environmental Mitigations: Environmental stewardship was an important feature of this project. We worked closely with government regulatory agencies to protect the water quality and wildlife of the Hoover Dam National Recreation area. All environmental mitigation measures, including the required permitting process, were successfully executed, including provision for protection of turtles, goats and rattlesnakes. We also provided initial environmental training, with regular updates, to all construction workers.

We took extra care to prevent construction debris, blasting residue and waste concrete from falling into the Colorado River. This required significant coordination with Owner, Bureau of Reclamation and the National Park Service.

Bighorn Sheep in Project Site

Environmental Training Sticker

List Any Awards, Citations, and/or Commendations Received for the Project:

- Project Management Award from CCA (Colorado Contractors Association) and CDOT (Colorado Department of Transportation).
- ASCE Outstanding Civil Engineering Achievement Award (OPAL Award) 2012

Name of Client (Owner/Agency, Contractor, etc.):

Central Federal Lands Division – Federal Highway Administration

Address: **4201 East Arkansas Ave., Denver, CO 80222**

Contact Name: **Ed Hammontree** Telephone: **(720) 963-3724**

Owner's Project or Contract No.: **DTFH68-05-C-00005** Fax No: _____

Contract Value (US$): **$114,000,000** Final Value (US$): **$112,282,000**

Percent of Total Work Performed by Company: **75%** Commencement Date: **January, 2005**

Planned Completion Date: **August, 2010** Actual Completion Date: **August 2010**

Amount of Claims: **None** Any Litigation? Yes ____ No **X**

Form B

PROJECT DESCRIPTION

Name of Proposer: **GSB/Obayashi JV**
Instructions for Form completion: Form B is limited to a maximum of 3 pages for each completed project.
Name of Firm: **Obayashi Corporation**
Project Role: General Contractor **Principal Participant: YES** **Designer: NA**
Years of Experience (provide length of activity as it relates to the following three elements): **Roads/Streets: 12** **Bridges/Structures: 12** **Utility Relocations: 12**
Project Name, Location, and Nature of Work for Which Company Was Responsible: **Project Name:** **Golden Gate Bridge Seismic Retrofit (Phase II and IIIA)** **Location**: San Francisco and Sausalito, CA Obayashi Corporation, in joint venture with Shimmick, was the general contractor responsible for this critical retrofit project. We self-performed bridge demolition, bridge foundation micro piles, bridge structural concrete, bridge structural steel, traffic control and maintenance, temporary supports, temporary access, lead paint removal and painting. We were also responsible for overall project management and organization.
Provide Project Description and Describe Site Conditions:
Description of Project: The Golden Gate Bridge spans the only Pacific Ocean entry to San Francisco Bay and the Sacramento-San Joaquin River Delta. It connects San Francisco directly to major population centers in Marin County to the north. The bridge sits between two major and active earthquake faults, the San Andreas Fault, seven miles west, and the Hayward Fault, ten miles east. A decision was made to retrofit the bridge to withstand possible earthquakes of magnitude 8.3. These contracts were the second and three phases of the seismic retrofit of the bridge and its approaches. The construction work all occurred without ever closing the bridge to traffic, and the historic architectural appearance of the external concrete and steel surfaces remains unchanged. Experience from this project that Obayashi brings to the SFOBB East Span Foundation Demolition Project: • **Innovation -** We developed temporary supports, hanging scaffoldings, jacked up the bridge without traffic closures, replaced decks with composite panels and used controlled demolition methods. All of this experience can be applied to the SFOBB project.

- **Partnering** – Obayashi worked closely and cooperatively with the owner, Golden Gate Bridge, Highway and Transportation District, for 12 years on a complex project with high visibility
- **Quality -** We maintained the historic architectural appearance of the external concrete and steel surfaces, a difficult task that demonstrates our commitment to quality.
- **Safety-** Safety challenges included working high over water as well as above the historic Fort Point Museum. Over 12 years, we completed all work without any bridge closure or traffic accidents and finished with an excellent safety record.
- **Environmental Stewardship -** We safely removed all lead contaminated paint and gained experience working with many of the same government regulatory agencies that we will work with on the SOBB demolition project.

Phase II - South Approach: The retrofit included five structures of the south approach: the south approach viaduct, south anchorage housing, two south pylons, and the Fort Point Arch. Major aspects of the work involved retrofitting the riveted steel support spans in the south approach viaduct; strengthening and/or replacing the bottom lateral bracing and vertical support steel in the South Approach Viaduct; construction of internal shear wall supports and replacement of the west wall the South Anchorage Housing; installation of 5 million lbs of steel plate inside and outside of the two sets of 220' tall concrete pylons; and installation of seismic isolation bearings and dampers on the support arch over Fort Point. We cast the concrete exterior of the south anchorage housing in forms that replicated the original rough lumber finish.

Phase IIIA - North Anchorage Housing and Pylon: Seismic retrofit of the North Anchorage Housing and North Pylon consisted of strengthening the foundation and walls, installing micropiles and rock bolts, constructing reinforced concrete shearwalls, removing and replacing the Anchorage Housing roof/roadway deck with pre-cast concrete slab-on-steel-stringers deck system (required nighttime lane closures), removing and replacing bridge sidewalk decks, installing maintenance access traveler system inside the Anchorage housing, and other

structural modifications. The earthwork involved removal, handling, and disposal of lead contaminated soil. We also cleaned up lead contaminated non-soil surface inside the North Anchorage Housing and North Pylon, performed utility modifications throughout the North Anchorage Housing and North Pylon, and modified communication cables on the suspension bridge.

Major Challenges: The construction site, located in a very compact area bound on the west by the Pacific Ocean and on the east by very steep slopes, presented unusual limitations. Adverse weather, including strong winds and high waves, is nearly constant. In addition, access to the site is available only through two narrow roads shared with thousands of tourists who daily visit the Golden Gate Bridge and the historic Fort Point directly below Fort Point Arch.

Obayashi sustained a high level of environmental stewardship by cooperating with the project owner, regulatory agencies, and local governments and communities. We also protected fish, birds and animals in the Golden Gate National Park while work was underway.

List Any Awards, Citations, and/or Commendations Received for the Project:

- ASCE – Outstanding Civil Engineering Achievement Award (OPAL Award) 2007
- AGC – Safety Excellence on an Individual High Hazard Job 2006
- AGC – California Contractor Award 2004

Name of Client (Owner/Agency, Contractor, etc.):
Golden Gate Bridge, Highway and Transportation District
Address: **Box 9000, Presidio Station, San Francisco, CA 94129-0601**
Contact Name: **Ewa Bauer, District Engineer** Telephone: **(415) 923-2284**
Owner's Project or Contract No.: **99-B-5, 2006-B-1** Fax No: **(415) 563-6173**
Contract Value (US$): **$204,321,000** Final Value (US$): **$242,539,000**
Percent of Total Work Performed by Company: **40%**
Commencement Date: **June, 2001**
Planned Completion Date: **July, 2011** Actual Completion Date: **June, 2013**
Amount of Claims: **None** Any Litigation? Yes ____ No **X**

Form B
PROJECT DESCRIPTION

Name of Proposer: **GSB/Obayashi JV**

Instructions for Form completion: Form B is limited to a maximum of 3 pages for each completed project.

Name of Firm: Obayashi Corporation

Project Role: General Contractor
Principal Participant: Yes **Designer: NA**

Years of Experience (provide length of activity as it relates to the following three elements):
Roads/Streets: **6** Bridges/Structures: **6** Utility Relocations: **NA**

Project Name, Location, and Nature of Work for Which Company Was Responsible:
Project Name: Daishi Bridge Demolition and Reconstruction Project
Location: Kawasaki, Japan
Obayashi Corporation was the general contractor responsible for the complete project. Obayashi Corporation self-performed existing bridge foundation demolition and construct new bridge across Tamagawa River

Provide Project Description and Describe Site Conditions:

This project is located along a major road over Tamagawa River connecting Tokyo to Yokohama, Japan. The work involved demolition of 17 existing bridge foundations and construction of the new bridge, including cable stay and concrete box girder strictures. The new bridge has four spans for a total length of 1800' and three vehicle lanes.

Experience from this project that Obayashi Corporation brings to the SFOBB East Span Foundation Demolition Project:

- **Innovation-**Trestle, cofferdam, wire saw cutting, timber pile removal, and controlled demolition were all innovations employed on this project. We will bring this know-how to the SFOBB project.

- **Within Time and Budget-** Obayashi worked together with the project owner as a team. The project was completed as originally planned and we minimized the change order amount (only 0.6% increase) without any claims or disputes.
- **Quality-**The quality of workmanship on this project was excellent. Because of the strict quality standards prevalent in Japan, the finished product surface is like a "mirror" of concrete.
- **Safety-**The project's safety challenges included working over and under water. We finished with an excellent safety record.
- **Environmental Stewardship-** Environmental stewardship was an important feature of this project. Our experience working with government regulatory agencies and protecting the water quality and wildlife of the Tamagawa River, one of the largest rivers in Tokyo area, is directly relevant to the SOBB demolition project.

Before constructing the new Daishi Bridge, the existing bridge foundations, including 15 bridge piers and 2 abutments, were completely removed. We constructed cofferdams for each foundation to minimize environmental impacts and remove 4,100m^3 (5,400cy) concrete. We removed concrete piles and timber piles under the mud line by rotator and water jet, and removed dry timber piles by vibratory hummer with wood-pile chuck.

After the existing foundations were completely removed, we constructed new foundations, which included 4 bridge caisson piers and 1 abutment with CIDH piles.

We developed several innovative methods to demolish the existing piers and overcome the problems posed by a 7-ft tide differential caused by Tokyo Bay. We cut the existing piers by wire saw and splitter into large pieces (about 60 US-ton each) within the cofferdam, lifted the

pieces using a 300-ton barge crane, and transported them to land where they were broken into smaller pieces. In this way, concrete debris and dust did not contaminate the river and we significantly reduced vibrations and noises in the area.

Our other innovative technique, demolition by rotators, removed the existing caisson foundations under the mud line. A 7-ft diameter steel casing with cutting teeth was driven by a rotator located on the platform over the cofferdam. The casings, with lengths of 30ft to 70ft, cut the exiting concrete structures circularly by rotating. As the steel casing progressed, demolished concrete pieces and timber piles were removed by hummer grab bucket. Once the existing structures were gone, we backfilled with controlled slurry mix (CSM) prior to removing the casing. Obayashi carefully studied the conditions and designed the mix to both protect riverbed stabilities and be workable for the new Daishi Bridge's caisson foundations.

We also minimized environmental impacts and protected fish, birds and animals in the Tamagawa River while work, which was allowed only during the dry season (May to November), was in progress. We monitored water quality, noise, vibration and dust to keep each lower than the maximum allowable targets for the project. Obayashi achieved a high level of environmental stewardship by cooperating with the project owner, regulatory agencies, local governments, and nearby communities. We held a series of community meetings to listen to local residents and conducted site tour events to explain the planned work.

List Any Awards, Citations, and/or Commendations Received for the Project:

Best Construction 2013 - Kanagawa Prefecture Construction Award 2013

Name of Client (Owner/Agency, Contractor, etc.): Kawasaki City

Address: **1 Miyamoto-cho, Kawasaki-ku, Kawasaki City, Kanagawa, Japan**

Contact Name: **DOT of Kawasaki City** Telephone: **044-200-3939**

Owner's Project or Contract No.: **NA** Fax No: _____

Contract Value (US$): **$ 96,959,000** Final Value (US$): **$ 97,503,000**

Percent of Total Work Performed by Company: **50%** Commencement Date: **Oct 6, 1998**

Planned Completion Date: **Dec 10, 2004** Actual Completion Date: **Dec 10, 2004**

Amount of Claims: **NA** Any Litigation? Yes ____ No **X**

Form B
PROJECT DESCRIPTION

Name of Proposer: GSB/Obayashi JV

Instructions for Form completion: Form B is limited to a maximum of 3 pages for each completed project.

Name of Firm: Obayashi Corporation

Project Role: General Contractor
Principal Participant: YES **Designer:** NA

Years of Experience (provide length of activity as it relates to the following three elements):
Roads/Streets: 2 Bridges/Structures: 2 Utility Relocations: 2

Project Name, Location, and Nature of Work for Which Company Was Responsible:
Project Name: The Chalmette Loop Levee, Reach LPV 146
Location: St. Bernard Parish, LA
Obayashi Corporation, in joint venture with URS/Washington Group and James Construction Group, was the general contractor responsible for constructing a 7-mile long levee/floodwall system planned in response to the damage caused by Hurricane Katrina in 2005. The project was procured as a CM/GC-type contract with early involvement and preconstruction services. We self-performed the new levee/floodwall system including access road construction, utility relocations, buttress pile driving and concrete wall construction. We were also responsible for overall project management and organization.

Provide Project Description and Describe Site Conditions:

Description of Project:

The existing levee elevation was approximately 20 feet and was constructed as the part of Task Force Guardian by the US Army Corps of Engineers. The project involved design and construction of 40,800 lineal feet (7 miles) of T-walls on existing levees, with crest elevation varying from 28’ to 30’. Other work included three utility pipeline relocations, four access roads/ramps and

roller gates, an emergency bypass ramp adjacent to Highway 46, a state of the art 8-mile haul road containing over a billion pounds of sand and aggregate, 2.4 million square feet of sheet pile, and over 13,000 H-pile, averaging 100 feet in length, with a total of 800 reinforced concrete monoliths (stability slab, footing, and wall). We performed under a CM/GC-type contract with fixed-price incentives (successive targets) for preconstruction services (early contractor involvement) and construction options.

Experience from this project that Obayashi brings to the SFOBB East Span Foundation Demolition Project:

- **Innovation -** We developed a series of pile driving methods for construction of a 7-mile long concrete T-wall. All of this experience is relevant to the SFOBB project.
- **Partnering** – Obayashi worked closely and cooperatively with the Owner (US Army Corps of Engineers) on a complex, emergency project with a high public profile.
- **Within Time and Budget-**Obayashi and the Owner worked together as a team. The project was completed as originally planned with only a minimal change order amount (0.003% increases) and without any claims or disputes.
- **Quality -** The quality of workmanship on this project was excellent. The finished product surface for 7-mile long concrete T-wall is outstanding.
- **Safety-** Safety challenges included working next to waterways as well as severe weather conditions such as hurricanes. The project logged more than one (1) million construction hours without a Days Away Case.
- **Environmental Stewardship -** Environmental stewardship was an important feature of this project. Our experience working with government regulatory agencies to protect the water quality and wildlife of the marshland around the New Orleans area is directly relevant to the SOBB demolition project.

The levee/floodwall system is an essential component of the New Orleans Hurricane and Storm Damage Risk Reduction System in St. Bernard Parish. The St. Bernard Parish was one of the areas hardest hit by Hurricane Katrina's 23-foot storm surge, which breached the city's levees in 2005.

We developed several alternate construction techniques in sheet pile driving and H-pile driving that dramatically improved the productivity and enabled our team to work twice as fast as initially envisioned, resulting in a 42-day reduction in the project timeline and more than $50 million in net savings. Our achievements, recognized by a plaque Colonel Sinkler of the Corps presented to our joint venture, included the most H-pile driven in a day (34) by any contractor on the levee system, as well as concrete formed and placed at a rate 50% better than plan.

More than 100,000 cubic yards of concrete was used.

A final walk-through of the wall was performed on May 24 2011 by our project team, USACE and Levee Board representatives. All work was completed in accordance with the plans and specifications.

The project's success can be measured by the fact that LPV 146 was able to protect the parish against the winds and waves of Hurricane Isaac as it swept through the area in August 2012.

Environmental Considerations:

We worked with government regulatory agencies to protect the water quality and wildlife of the Mississippi River Delta, which covers about 40 percent of the coastal wetlands in the lower 48 states. During construction, we provided a series of measures to protect a wide array of interconnected habitats, including freshwater, brackish water and salt marshes that are home to millions of birds, fish, reptiles and other wildlife.

Safety: We rigorously enforced site safety procedures throughout the work zones, all work met Corps of Engineers quality standards and we logged more than one (1) million construction hours without a Days Away Case. USACE presented a Certificate of Appreciation to the joint venture for this accomplishment.

List Any Awards, Citations, and/or Commendations Received for the Project:

The project, including the Quality Program, received a USACE final performance rating of "Outstanding," the agency's highest rating.

Name of Client (Owner/Agency, Contractor, etc.):

U.S. Army Corps of Engineers, Hurricane Protection Office

Address: **7400 Leake Ave. New Orleans, LA. 70118**

Contact Name: **Carrie Wakumoto**

Telephone: **(504) 862-1975**

Owner's Project or Contract No.: **W912P8-09-C-0094**

Fax No: _____

Contract Value (US$): **$272,655,213**

Final Value (US$): **$272,664,509**

Percent of Total Work Performed by Company: **20%**

Commencement Date: **August 2009**

Planned Completion Date: **June 2011**

Actual Completion Date: **July 2011**

Amount of Claims: **None**

Any Litigation? Yes ____ No **X**

[4.A.] A BRIEF NARRATIVE SUMMARY OF EACH FIRM'S CAPABILITY AND CAPACITY // FORM B, PROJECT DESCRIPTION

RFQ SECTION 3.5.A & B

Mare Island Dry Dock Operation, Vallejo, California

U.S. Fish and Wildlife Service and National Marine Fisheries Service biological opinions and a California Department of Fish and Wildlife Incidental Take Permit, WRA conducts fish salvage operations for four dry docks in Vallejo, CA.

Breuner Marsh Restoration and Public Access Plan

WRA developed the restoration design for tidal marsh and seasonal wetland habitat, including the preparation of project alternatives integrating the San Francisco Bay Trail and public access features.

GSB/OBAYASHI JV

WRA ENVIRONMENTAL CONSULTANTS

ENVIRONMENTAL CONSULTANTS

ABOUT

WRA, Inc. provides professional consulting services in plant, wildlife, and wetland ecology, regulatory compliance, mitigation banking, CEQA/NEPA, GIS, and landscape architecture. Formed in 1981, we are a certified small business (OSBCR ref. #13333) with 57 professionals who have completed over 2,000 projects for public agencies, non-profit, and private organizations. WRA has a wide range of project experience throughout California in a variety of region-specific habitats. The firm has completed award-winning projects recognized by the American Society of Civil Engineering, Association of Environmental Professionals, California Water Environment Association, and American Society of Landscape Architects. WRA's experts are professional scientists, planners, and designers, specializing in areas including aquatic ecology, restoration design, environmental review, botany, wetlands, and wildlife. With over 30 years of experience, we are well-versed in regulatory issues likely to affect the project and have the requisite expertise, experience, and resources to provide guidance you can trust.

WRA provides services prior to, during, and following construction to minimize risk to the environment and the project, and ensuring compliance with relevant environmental laws and regulations. In addition to WRA's technical expertise, it is our ability to communicate with all parties involved in project completion that sets us apart from other environmental firms. Communicating effectively with the varied audiences of the environmental regulatory community, construction contractors, and project owners requires cultivating an understanding of each party's goals to find synergies where they exist and craft innovative solutions to overcome differences in goal alignment. Technical expertise and communication are particularly important for unique projects such as the San Francisco-Oakland Bay Bridge Marine Foundation Removal, where the potential environmental impacts of demolition techniques being considered are largely untested. Technical expertise is important in this case for the development of innovative minimization measures using concepts from a diverse array of technical studies, where best practices to minimize potential environmental impacts are not known. Communication is key to be able to explain the need for innovative demolition techniques, as well as explain the potential environmental impacts of techniques being considered.

WRA received a merit award from the Northern California American Society of Landscape Architects in 2013 in acknowledgment of excellence in planning restoration and public access projects.

RARE, ENDANGERED & THREATENED SPECIES SURVEYS AND CONSTRUCTION MONITORING.

Endangered and threatened species must be surveyed and protected during project planning and construction activities. The knowledge and extensive experience of WRA's biologists enables us to accurately and efficiently identify the presence or absence of rare species in a project area, assess habitat values, quantify population abundance and distribution, prepare impact mitigation, and secure required permits. WRA ensures regulatory compliance throughout all phases of construction from planning, preconstruction surveys, contractor training, and development of educational materials to implementation of avoidance and minimization measures, biological monitoring and documentation, and post-construction reporting. Our wildlife biologists are available 24 hours a day, seven days a week, to handle last-minute monitoring needs for emergency work or for quick species identification.

Aquatic Habitat and Fisheries Services Provided

Daily & Weekly Construction Monitoring // Pre- & Post-Construction Surveys // Fish Exclusion, Salvage, & Relocation // Eelgrass Surveys // Fish Passage, Spawning, & Rearing Assessments // Temperature & Water Quality Monitoring // Surface Water Ambient Monitoring Program (SWAMP) // Essential Fish Habitat Analysis // Fish Species Composition & Population Assessments // Fish Movement & Migration Analysis // Aquatic Habitat Characterization & Assessment // Large Woody Debris & Stream Shade/Riparian Surveys // Stream Temperature & Water Quality Monitoring // Impact Analysis for Dredging & Construction

ENVIRONMENTAL REVIEW, PERMITTING, AND REGULATORY COMPLIANCE.

WRA's permitting specialists have a thorough understanding of federal and state permitting processes and strive to maintain positive relationships with agency staff, relationships that allow us to work directly with the regulators for the benefit of our clients. WRA will compile all of the materials necessary for your permit application, and once it has been submitted to the agency, we will manage the process to completion. WRA routinely attains permits from many federal, state, and regional agencies. We also coordinate special processing procedures such as Federal Endangered Species Section 7 Consultation and State Endangered Species 2081 Consistency Determinations. WRA offers a wide range of environmental impact assessments to public and private sector clients with particular emphasis on California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation. Our experienced staff has prepared CEQA and NEPA analyses and documentation for numerous projects across California.

Based on WRA's review of the existing San Francisco-Oakland Bay Bridge project permits, it is expected that all major permits for the San Francisco-Oakland Bay Bridge project will need to be amended for approval of any methods for removal beyond mechanical means originally foreseen for the project. The critical path permits for this project will be the California Department of Fish and Wildlife Section 2081 Incidental Take Permit and the National Marine Fisheries Service's Biological Opinion and Incidental Harassment Authorization.

Environmental Review, Permitting, and Regulatory Compliance Services Provided

U.S. Army Corps of Engineers Clean Water Act Section 404 Permits // Regional Water Quality Control Board Water Quality Certifications // California Department of Fish & Wildlife Section 1602 Lake & Streambed Alteration Agreements and Section 2081 California Endangered Species Act Permits // Federal Endangered Species Act Permits from the U.S. Fish and Wildlife Service & National Marine Fisheries Service // California Coastal Commission Coastal Development Permits // San Francisco Bay Conservation & Development Commission Permits // Environmental Impact Reports // Environmental Impact Statements // Initial Studies // Environmental Assessments // Negative Declarations & Mitigated Negative Declarations // Finding of No Significant Impact // Mitigation Monitoring & Reporting Programs

[4.A.] A BRIEF NARRATIVE SUMMARY OF EACH FIRM'S CAPABILITY AND CAPACITY // FORM B, PROJECT DESCRIPTION
RFQ SECTION 3.5.A & B

CONTRACT DRILLING & BLASTING LLC

CONTROLLED DRILLING & BLASTING SPECIALISTS IN SENSITIVE ENVIRONMENTS

ABOUT

Contract Drilling & Blasting LLC (CDB) is an internationally experienced drilling and blasting company specializing in designing and executing controlled drilling and blasting projects in sensitive environments. Successfully completed projects range from underwater rock removal for navigation channel expansion and harbor improvement projects, to removal of bridge piers and foundations for bridge replacement projects, to urban blasting adjacent to historic buildings and sensitive infrastructure in Manhattan, and implosion of high-rise buildings in major cities across the world. The CDB team is led by Dr. Albert vanNiekerk, with 27 years of technical and hands-on experience world-wide in all the phases of a variety of specialty drilling and blasting projects, from planning and design to execution and close-out. Albert purchased CDB in 2007. Under his leadership, CDB has become a company highly sought for their expertise and integrity.

CDB has been retained for dozens of projects which involved in-water or underwater drilling and blasting as a key component of the successful outcome of the project.

Over the years, CDB played a pivotal role in assisting several major US dredging companies, such as Great Lakes Dredge & Dock Company, Weeks Marine, Bean Stuyvesant, J.E. McAmis and Northeast Dredging in setting the standard for executing US Army Corps of Engineers marine drilling and blasting projects, by developing state of the art means and methods protective of all aspects of the critical environment typical of these projects.

CDB has worked with various stakeholders on blasting impact or feasibility studies in the St Johns River in Jacksonville, Miami Harbor, the Panama Canal, San Juan, Puerto Rico, Port Everglades, southern Florida and Discovery Bay, Jamaica. Its clients include international dredging companies, heavy civil contractors, marine salvage companies, coastal and marine environmental engineering companies, along with major port operators and marine developers.

CDB also specializes in the removal of underwater concrete, such as bridge piers, skimmer walls and other engineered structures, by means of controlled drilling and blasting. Our company and its drilling and blasting experts have been responsible for the successful removal of dozens of bridges in rural and in urban areas. Kenneth Tully, Controlled Blasting Specialist for CDB, is presently working on the removal of the Port Mann Bridge in Vancouver,

The following signature projects are described in more detail in Forms B. A detailed listing is available upon request.

Cooper River Bridge Replacement // Willis Ave Bridge Replacement // Port Mann Bridge Replacement New York & New Jersey Harbor Channel Improvement Project (all contracts requiring blasting between 2007 to 2014) // Miami Harbor Deepening (2005) // Columbia River Channel Improvements Rock Removal (2009/2010) // World Trade Center 224.545 Greenwich Street Corridor Construction (2009/2010)

GSB/OBAYASHI JV

Canada, and was the blast design engineer responsible for the successful removal of the old Cooper River Bridge in Charleston, South Carolina.

For the majority of these underwater blasting projects, monitoring and mitigation of ground vibration and air blast overpressure were required, and for this purpose we own more than 70 seismographs. Pre-blast condition surveys of nearby structures are almost always required as well, and we have successfully completed thousands of surveys for these blasting projects. In addition CDB performed dozens of projects comprising vibration monitoring and structure protection programs for beach renourishment, pile driving and major infrastructure development projects in sensitive areas such as Palm Beach and critical environments such as New York City.

Several of the underwater rock removal and bridge pier removal projects, required monitoring and control of underwater blasting overpressures to protect marine wildlife or critical infrastructure, for which we use our specialized high-speed data acquisition systems and hydrophones. Seven of the underwater rock blasting projects required marine mammal protection programs which were modeled after our program for the demolition of the Acosta Bridge in Jacksonville, Florida. The protection of marine mammals included dolphin, manatees, whales, sea turtles, harbor seals, the jackass penguin and the endangered Atlantic sturgeon. Several species of protected and endangered salmon had to be protected during controlled underwater rock blasting in the Columbia River. Means and methods to mitigate the impact of underwater blasting overpressure which we have successfully employed include the use of air curtains, physical barriers, electronic signaling, fish scare detonations as well as managing teams of fish and marine mammal observers. We have never had a mortality of a marine mammal or an endangered species on any of our projects.

The SFOBB marine foundation removal project is similar to many of the projects which CDB and its drilling and blasting experts have successfully participated in, including its proximity to the new bridge structure, along with the requirements for protection of marine mammals and other endangered or protected marine wildlife. We have extensive experience in coordinating the drilling and blasting activities with local, state and federal authorities to ensure that pedestrian and vehicle traffic, as well as marine vessel traffic, are not disrupted any more than necessary, and that public safety is upheld.

CDB owns and operates several rock drills including four excavator mounted John Henry drills, and several other crawler and track drills. The company also owns custom built aluminum hull work boats, which have been used as marine mammal observer vessels or for the transportation of explosives. Support equipment includes a Freightliner truck and ‘low boy’ for the transportation of our drilling equipment, explosives magazines, compressors, welding machines, etc.

Our commercial general liability and umbrella insurance policies are placed with insurance companies rated ‘A’ or higher by A.M. Best. In addition to our standard coverage, we carry a $9 million umbrella policy.

We draft and implement detailed blasting safety plans tailored to the specific requirements for each project. Since our activities are always completely integrated with those of the general contractor, we typically adhere to and participate in the safety and environmental plans of the GC with regard to general activities. CDB has had no drilling or blasting related injuries to date.

CDB and its sister companies hold federal licenses and permits to manufacture, trade in and use explosives, as issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). In addition, the company and its blasters hold blasting licenses and permits from numerous states and local authorities, including highly regulated environments such as New York City. Our work vessels are approved by the USCG to transport explosives.

[4.A.] A BRIEF NARRATIVE SUMMARY OF EACH FIRM'S CAPABILITY AND CAPACITY // FORM B, PROJECT DESCRIPTION
RFQ SECTION 3.5.A & B

SOLEM & ASSOCIATES
Public Relations and Public Affairs

SOLEM & ASSOCIATES

PUBLIC RELATIONS CONSULTANT

ABOUT

Among California's top award-winning public relations and education agencies, Solem & Associates provides a full range of independent services. We also offer a unique specialty: crafting on-target communications programs and products around issues with public policy implications.

Since its inception in 1976, Solem & Associates has used its expertise to offer the strategies and follow-through that inform public officials, rally community support, win contracts, approve projects, educate voters, gain positive media coverage, distinguish corporate identities and achieve client satisfaction.

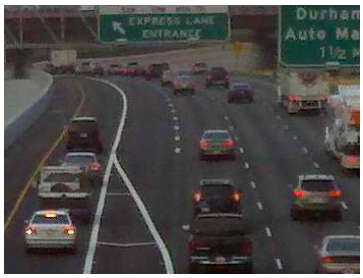
From our office just blocks from San Francisco's City Hall, we develop targeted communications programs for a range of public relations and public affairs needs. In the San Francisco Bay Area and across the country, we have served public affairs and public relations clients in environment, energy and renewable energy, transportation, infrastructure, healthcare, green tech and clean tech, real estate development, engineering, law, hospitality, non-profits and major league sports.

Solem & Associates developed and executed the successful education/outreach plan for the I-680 Express Lane over the Sunol Grade in Alameda and Santa Clara counties, the Bay Area's first Express Lane project, which opened in 2010. In addition, Solem & Associates is providing all communications services for the country's biggest marine project: thousands of acres of new solar evaporation ponds on the Great Salt Lake in Utah. Our approach for the Bay Bridge East Span Marine Foundation Removal project combines the experience and insight gained from seven years of success and lessons learned on both a complex Bay Area transportation project and a major project with environmental impacts; the expertise and relationships from Solem's other highway and transportation communications projects and 35 years of successful outreach for a wide variety of public agencies; and a full understanding of the unique communications needs for the Bay Bridge East Span Marine Foundation Removal project.

For the Sunol Grade I-680 Express Lane project, Solem planned, developed and delivered all marketing, messages and materials; acted as media spokesperson for the project; created the interactive project website www.680expresslane.org; carried out an extensive community outreach program, and coordinated smoothly with FasTrak customer service, BATA operations and MTC. Starting in 2005, Solem held the first public meeting to inform residents and drivers on details of the Sunol Grade I-680 Express Lane project, conducted public opinion research and briefed the City Councils of the cities along the I-680 corridor in advance of the launch of the marketing program, managed the groundbreaking ceremony at the start of construction and the kickoff ceremony for the new lane's opening, arranged "first anniversary" media coverage a year later, and wrote the project's first annual report.

At the Great Salt Lake, Solem & Associates developed communications strategy and all materials including videos, a website and press releases; provided all media relations; and represented the company at meetings with environmental groups and elected officials as Great Salt Lake Minerals sought approval to add thousands of acres of solar evaporation ponds to its operations on the lake.

In addition, Solem & Associates understands major infrastructure communications: in 2012-2013 we provided communications strategy and messaging to BART as the agency launched its long-range project to upgrade its infrastructure, and since 2012 we have provided all communications services to Sutro Tower, the major communications structure in the region. We know exactly how to deliver successful outreach and communications for the Bay Bridge East Span Marine Foundation Removal project.



I-680 Express Lane Public Outreach Efforts

RELEVANT PROJECTS

(REFER TO FORM B FOR THE DETAILS OF HIGHLIGHTED PROJECTS)

	PROJECT VALUE (MILLION US$)	EXPERIENCED TEAM MEMBER	PROJECT DELIVERY METHOD		PROJECT SCOPE AND FEATURES								ENVIR.	SBE	TIME & BUDGET		INOV.
			CMGC OR INNOVATIVE PROJECT DELIVERY	CALTRANS OR DOT PROJECT	BRIDGE	MARINE WORK	DEMOLITION	BLASTING	WIRE SAW	DEMOLISHED BY ROTATOR	PILE REMOVAL	USE OF COFFERDAM / SHORING WALL	ENVIRONMENTAL STEWARDSHIP	SMALL BUSINESS REQUIREMENT AND ACHIEVEMENT**	COMPLETED WITHIN TIME	COMPLETED WITHIN BUDGET	PROJECT INNOVATION
Transbay Transit Center - CA	1,004	Obayashi	●		●		●				●	●	●	●	●	●	●
I-70 TWIN TUNNEL WIDENING EAST - CO	61	Obayashi	●	●			●	●					●	●	●	●	●
I-70 Twin Tunnel Widening West - CO	42	Obayashi	●	●			●	●					●	●	●	●	●
Silver Lake Reservoir Complex Storage Replacement - CA	230	Obayashi	●									●	●	●	●	●	●
LEVEE IMPROVEMENTS TO THE CHALMETTE LOOP LPV146 - LA	273	Obayashi	●										●	●	●	●	●
Austin Water Treatment Plant, Tunnel and Shafts - TX	65	Obayashi	●			●						●		●	●	●	●
GOLDEN GATE BRIDGE PHASE II AND IIIA - CA	243	Obayashi			●		●						●	●	●	●	●
HOOVER DAM BYPASS BRIDGE - NV AND AZ	112	Obayashi		●	●			●					●	●	●	●	●
Treasure Island Causeway Bascule Bridge Replacement - FL	45	Obayashi			●	●	●	●				●	●	●	●	●	●
LA Metro Gold Line Eastside Extension - CA	625	Obayashi	●									●		●	●	●	●
Upper Diamond Fork Tunnel - UT	66	Obayashi	●				●	●				●	●	●	●	●	●
10 MILE RIVER BRIDGE REPLACEMENT - CA	50	GSB		●	●	●	●		●			●	●	●	●	●	●
MAD RIVER BRIDGE REPLACEMENT - CA	40	GSB		●	●	●	●					●	●	●	●	●	●
HWY 44 BRIDGE REPLACEMENTS - CA	61	GSB		●	●	●	●					●	●	●	●	●	●
CARQUINEZ BRIDGE FENDER REPLACEMENT - CA	18	GSB		●	●	●	●					●	●	●	●	●	●
Greenwood Bridge Replacement - CA	9	GSB		●	●		●					●	●	●	●	●	●
Foresthill Bridge Retrofit - CA	60	GSB			●		●						●	●	●	●	●
PITKINS CURVE BRIDGE-ROCK SHED - CA	34	GSB		●	●							●	●	●	●	●	●
Pitt River Bridge - CA	22	GSB		●	●		●						●	●	●	●	●

* Contract amounts in Japanese yen are converted by US$1=Yen 102.61 as the exchange rate on 4/30/2014.
** The laws and regulations related to SBE in the countries are different from those in US.

RELEVANT PROJECTS

(REFER TO FORM B FOR THE DETAILS OF HIGHLIGHTED PROJECTS)

	PROJECT VALUE (MILLION US$)	EXPERIENCED TEAM MEMBER	PROJECT DELIVERY METHOD		PROJECT SCOPE AND FEATURES								ENVIR.	SBE	TIME & BUDGET		INOV.
			CMGC OR INNOVATIVE PROJECT DELIVERY	CALTRANS OR DOT PROJECT	BRIDGE	MARINE WORK	DEMOLITION	BLASTING	WIRE SAW	DEMOLISHED BY ROTATOR	PILE REMOVAL	USE OF COFFERDAM / SHORING WALL	ENVIRONMENTAL STEWARDSHIP	SMALL BUSINESS REQUIREMENT AND ACHIEVEMENT**	COMPLETED WITHIN TIME	COMPLETED WITHIN BUDGET	PROJECT INNOVATION
West Area CSO - Atlanta, GA	210	Obayashi				●	●	●				●		●	●	●	●
Nancy Creek Tunnel - Atlanta, GA	128	Obayashi					●	●	●					●	●	●	●
North Shore Connector Tunnel - Pittsburgh, PA	157	Obayashi					●		●		●	●		●	●	●	●
North Shore Connector Station - Pittsburgh, PA	50	Obayashi					●		●		●	●		●	●	●	●
US 189 Provo Canyon - UT	38	Obayashi		●			●	●					●	●	●	●	●
OSIS Augmentation and Relief Sewer - OH	244	Obayashi					●	●	●				●	●	●	●	●
Kawasaki Power Plant Demolition - Kawasaki, Japan	16*	Obayashi in Japan				●	●		●		●		●	●	●	●	●
Yokohama Power Plant Demolition - Yokohama, Japan	54*	Obayashi in Japan				●	●		●				●	●	●	●	●
Harbor Highway Demolition - Kobe, Japan	19*	Obayashi in Japan			●		●		●					●	●	●	●
DAISHI BRIDGE DEMOLITION AND RECONSTRUCTION PROJECT - KAWASAKI, JAPAN	98*	Obayashi in Japan			●	●	●		●	●	●	●	●	●	●	●	●
Torigai-ohashi Bridge Demolition - Osaka, Japan	22*	Obayashi in Japan			●	●	●		●	●	●		●	●	●	●	●
Minatogawa Ramp Demolition - Kobe, Japan	21*	Obayashi in Japan			●		●		●				●	●	●	●	●
Osaka Station Reconstruction (5th generation terminal) - Osaka, Japan	507*	Obayashi in Japan					●				●	●	●	●	●	●	●
Kamaishi Reconstruction damaged by Tsunami, the Great East Japan Earthquake	28*	Obayashi in Japan	●				●							●	●	●	●
Yamadacho Reconstruction damaged by Tsunami, the Great East Japan Earthquake	104*	Obayashi in Japan	●				●							●	●	●	●
Tanzawa Dam - Iwate, Japan	11*	Obayashi in Japan	●										●	●	●	●	●
Haneda Airport Extension - Tokyo, Japan	6,618*	Obayashi in Japan				●							●	●	●	●	●
Kansai Airport Construction (Phase 2) - Osaka, Japan	331*	Obayashi in Japan				●							●	●	●	●	●
Centrair Airport Construction - Aichi, Japan	672*	Obayashi in Japan			●	●							●	●	●	●	●

* Contract amounts in Japanese yen are converted by US$1=Yen 102.61 as the exchange rate on 4/30/2014.
** The laws and regulations related to SBE in the countries are different from those in US.

[4.A.] SUMMARY OF CLAIMS FOR PROJECTS DESCRIBED //

RFQ SECTION 3.5.B

All projects of major participants described in Form Bs **have no claims.**

5. PROPOSER KEY PERSONNEL

GSB/OBAYASHI JV

SFOBB EAST SPAN
MARINE FOUNDATION
REMOVAL PROJECT

[5.A.] FORM D, PROPOSED KEY PERSONNEL INFORMATION // RFQ SECTION 3.6.A

Form D is included at the end of this Section.

[5.B.] REQUIRED RESUMES // RFQ SECTION 3.6.B

Resumes of Key Personnel are included in Appendix A, Resumes.

[5.C.] PREFERRED KEY PERSONNEL // RFQ SECTION 3.6.1

The key personnel GOJV is proposing are all well qualified professionals with years of experience delivering heavy civil projects or otherwise providing the specialty services required for this contract. In addition to their specific job qualifications, key team members were selected for their ability to work effectively in the collaborative CMGC environment and their interest in this project. Summary descriptions of our key personnel, their positions within the GOJV team and their particular strengths are provided below.

Transbay Terminal CMGC

MASASHI KOJIMA, PROJECT MANAGER AND PRECONSTRUCTION SERVICES MANAGER

Masashi has over 20 years' experience as a project manager and engineer on heavy civil projects worldwide. He is Obayashi's project manager on the $1.1 billion Transbay Terminal Center replacement, a CMGC project in San Francisco. He played a key role on other Obayashi projects such as the $114 million Hoover Dam Bypass Colorado River Bridge and the $155 million Golden Gate Bridge Seismic Retrofit, Phase II. Masashi's excellent analytical skills as well as his recognized ability to keep complex projects on track during preconstruction and construction will be invaluable.

Pitkins Curve and Rain Rocks Rockshed

WILL REAMES, PE, DEMOLITION MANAGER

Will has 23 years of responsible experience as a bridge designer, engineer, and manager. Will is an officer and owner of Golden State Bridge which elevates his drive for project success. He just completed GSB's Rain Rock Rock Shed and Pikins Curve Bridge Project, a successful and highly complex effort that elimintated the Department's most difficult roadway problem on the central California coast. Will is also very experienced in bridge demolition, having removed, among others, the old Carquinez Bridge fenders and foundations, 10-Mile Bridge and Mad River Bridge. Will was trained at the Caltrans Bridge Design Academy and is a Registered Civil Engineer in California. His design experience and problem solving skills will enhance our constructability and risk reviews, while his proven management ability will keep the demolition work on schedule, safe and within budget.

GSB/OBAYASHI JV

I70 Tunnel Widening Project (CMGC)

JACK HARPER, LEAD ESTIMATOR

Jack, Obayashi's Estimating Manager, has over 30 years' experience in heavy civil estimating, engineering, management and construction. He was responsible for the I-70 eastbound and westbound tunnel-widening projects in Colorado, both CMGC contracts with multiple GMPs, as well as a number of other large CMGC and design-build projects. He has also held positions as project manager, project engineer and superintendent. Jack is a very good communicator and works especially well with project owners.

I-15 NOW (Design Build)

JIM GALLEGO, PE, SCHEDULER

Jim has 26 years' experience as a project engineer and scheduler on numerous heavy civil projects in California, Oregon, Washington, Utah and Nevada. Jim specializes in CPM scheduling and analysis. He provides these services for owners and contractors managing large construction projects, including CMGC, design-build and other alternate delivery contracts. He also conducts scheduling training seminars for engineers and project managers. Jim understands the Department's interests and works very well with their representatives. He is a Registered Civil Engineer in California.

Cooper River Controlled Blasting

KEN TULLY, CONTROLLED BLASTING SPECIALIST

Ken is a principal of Controlled Drilling and Blasting, LLC, GOJV's controlled blasting subcontractor. Ken has 30 years' experience in blasting demolition. He developed the blasting plans for and directly supervised many underwater projects that required controlled drilling and blasting of large concrete columns, piers and footings in close proximity to new bridges and other structures. Ken is a licensed blaster in 13 states and holds a blasting license for New York City, one of the most difficult to obtain. He is very familiar with the environmental controls associated with marine demolition and designs each blasting plan in strict compliance with federal, state and local agency requirements.

Exploratorium Relocation Project, Piers 15 and 17

JUSTIN SEMION, PWS, ENVIRONMENTAL/PERMIT MANAGER

Justin has 16 years' experience in environmental management and permitting, with a concentration on aquatic environments. He is an associate principal of WRA Environmental Consultants, GOJV's environmental subcontractor, and a Professional Wetlands Scientist. Justin's projects include obtaining permits for and providing environmental oversight of the relocation of the Exploratorium to piers 15 and 17 in San Francisco, and providing engineering support and permit management for wastewater treatment improvements in the South Bay. For the last five years, Justin has taught the 40-hour delineation course for Caltrans' environmental training program.

GSB/OBAYASHI JV

CDB Work Boat - Miami Harbor

ALBERT VANNIEKERK, PHD, PE, CONTROLLED BLASTING EXPERT

One of GOJV's "value added" key positions is controlled blasting expert Albert vanNiekerk. He is a principal of Controlled Drilling and Blasting, LLC, and a nationally recognized authority in explosives as applied to underwater and subsurface demolition. Dr. vanNiekerk has been responsible for the implementation and execution of successful programs for monitoring and control of ground vibration, air blast and underwater overpressure for heavy civil construction projects ranging from extremely sensitive site development projects in New York City to marine drilling and blasting projects at locations across the US.

I-680 Express Lane Public Outreach Efforts

DON SOLEM, PUBLIC OUTREACH CONSULTANT

Our other value added position is a public outreach consultant. Don is the principal of Solem & Associates, a San Francisco-based public relations company that has managed public outreach programs for large transportation projects in the Bay Area. Don has 45 years' experience developing public information programs and managing political campaigns, and is very familiar with local political, business and community interests. Don will be able to articulate the Department's goals for the final phase of the SFOBB demolition effectively. He will help the Department and GOJV communicate a positive message, attract community support, and provide timely information for the public throughout the project's duration.

"LED BY JACK HARPER, OBAYASHI'S ESTIMATING MANAGER...THEIR COST MODEL ALONG WITH INPUT ON SCHEDULE, PHASING, RISKS, CONSTRUCTABILITY, AND COST WAS A DIRECT FACTOR IN THE SUCCESS OF THE PROJECT AND OPENING THE EASTBOUND TWIN TUNNEL BORE AHEAD OF SCHEDULE WHILE SAVING CDOT NEARLY $4 MILLION IN PROJECT COSTS."

--- BENJAMIN ACIMOVIC, PE
RESIDENT ENGINEER
REGION 1 - 1-70 MOUNTAIN CORRIDOR

[5.D] EVIDENCE OF PROPOSER'S ABILITY TO MEET LICENSE REQUIREMENTS. // RFQ SECTION 3.6.C

Evidence of ability to meet license requirements are included at the end of this Section. These documents include:

- Recommendation Letter from Los Angeles Department of Water & Power
- Recommendation Letter from Colorado Department of Transportation
- Recommendation Letters from Caltrans
- Recommendation Letter from Hanna Group
- California Contractor License - GSB / Obayashi JV
- California Contractor License - GSB
- California Contractor License - Obayashi Corporation
- Federal Explosives License - Obayashi Corporation
- Federal Explosives License – Contract Drilling & Blasting

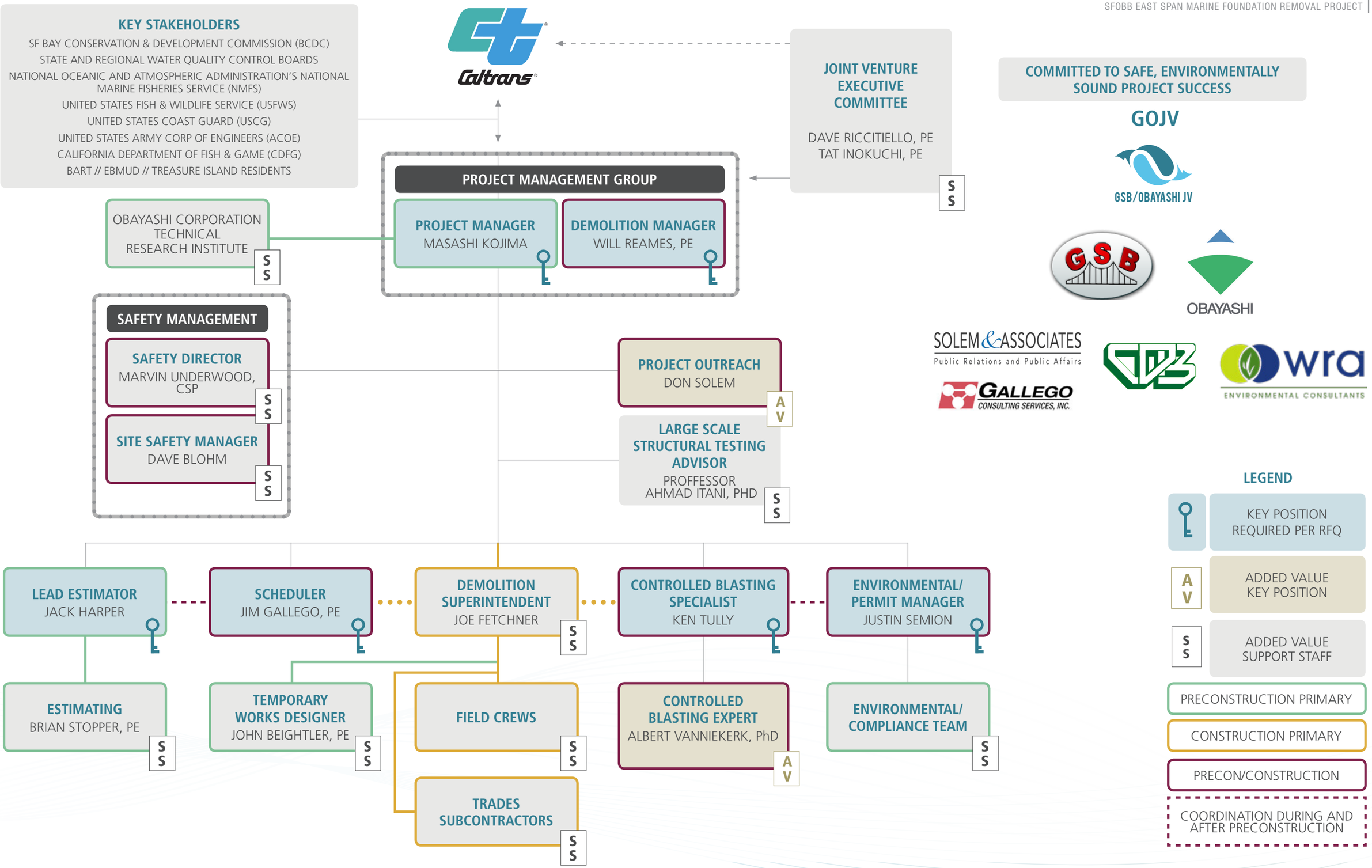
GSB/OBAYASHI JV

[5.E] PERCENT TIME COMMITTED TO THE PROJECT, INCLUDING PERCENT OF TIME DURING DESIGN, POST DESIGN AND CONSTRUCTION ACTIVITIES // PERCENT TIME COMMITTED TO OTHER PROJECTS. // RFQ SECTION 3.6.1.1 & 3.6.1.2

KEY PERSONNEL	% OF DEDICATED PARTICIPATION	
	PRECON SERVICES	CONSTRUCTION SERVICES
PROJECT MANAGER MASASHI KOJIMA	100%	50%
DEMOLITION MANAGER WILL REAMES, PE	100%	100%
CONTROLLED BLASTING SPECIALIST KEN TULLY	100%	100%
LEAD ESTIMATOR JACK HARPER	100%	AS NEEDED
SCHEDULER JIM GALLEGO, PE	100%	100%
ENVIRONMENTAL/ PERMIT MANAGER JUSTIN SEMION	100%	100%
PROJECT OUTREACH DON SOLEM	100%	100%

KEY PERSONNEL	% OF DEDICATED PARTICIPATION	
	PRECON SERVICES	CONSTRUCTION SERVICES
CONTROLLED BLASING EXPERT ALBERT VANNIEKERK, PHD	100%	100%
DEMOLITION SUPERINTENDENT JOE FETCHNER	75%	100%
SAFETY DIRECTOR MARVIN UNDERWOOD, CSP	50%	50%
SITE SAFETY MANAGER DAVE BLOHM	100%	100%
ESTIMATING BRIAN STOPPER, PE	100%	AS NEEDED
TEMPORARY WORKS DESIGNER JOHN BEIGHTLER, PE	100%	50%
LARGE SCALE STRUCTURAL TESTING ADVISOR PROFESSOR AHMAD ITANI, PHD	50%	AS NEEDED

THE KEY PERSONNEL LISTED HAVE NO COMMITMENT TO OTHER PROJECTS AT THIS TIME.


KEY STAKEHOLDERS
SF BAY CONSERVATION & DEVELOPMENT COMMISSION (BCDC)
STATE AND REGIONAL WATER QUALITY CONTROL BOARDS
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S NATIONAL MARINE FISHERIES SERVICE (NMFS)
UNITED STATES FISH & WILDLIFE SERVICE (USFWS)
UNITED STATES COAST GUARD (USCG)
UNITED STATES ARMY CORP OF ENGINEERS (ACOE)
CALIFORNIA DEPARTMENT OF FISH & GAME (CDFG)
BART // EBMUD // TREASURE ISLAND RESIDENTS
Caltrans
JOINT VENTURE EXECUTIVE COMMITTEE
DAVE RICCITIELLO, PE
TAT INOKUCHI, PE
S S
COMMITTED TO SAFE, ENVIRONMENTALLY SOUND PROJECT SUCCESS
GOJV
GSB/OBAYASHI JV
GSB
OBAYASHI
SOLEM & ASSOCIATES
Public Relations and Public Affairs
GALLEGO CONSULTING SERVICES, INC.
wra
ENVIRONMENTAL CONSULTANTS
PROJECT MANAGEMENT GROUP
PROJECT MANAGER
MASASHI KOJIMA
DEMOLITION MANAGER
WILL REAMES, PE
OBAYASHI CORPORATION TECHNICAL RESEARCH INSTITUTE
S S
SAFETY MANAGEMENT
SAFETY DIRECTOR
MARVIN UNDERWOOD, CSP
S S
SITE SAFETY MANAGER
DAVE BLOHM
S S
PROJECT OUTREACH
DON SOLEM
A V
LARGE SCALE STRUCTURAL TESTING ADVISOR
PROFFESSOR AHMAD ITANI, PHD
S S
LEAD ESTIMATOR
JACK HARPER
SCHEDULER
JIM GALLEGO, PE
DEMOLITION SUPERINTENDENT
JOE FETCHNER
S S
CONTROLLED BLASTING SPECIALIST
KEN TULLY
ENVIRONMENTAL/ PERMIT MANAGER
JUSTIN SEMION
ESTIMATING
BRIAN STOPPER, PE
S S
TEMPORARY WORKS DESIGNER
JOHN BEIGHTLER, PE
S S
FIELD CREWS
S S
TRADES SUBCONTRACTORS
S S
CONTROLLED BLASTING EXPERT
ALBERT VANNIEKERK, PhD
A V
ENVIRONMENTAL/ COMPLIANCE TEAM
S S
LEGEND
KEY POSITION REQUIRED PER RFQ
A V
ADDED VALUE KEY POSITION
S S
ADDED VALUE SUPPORT STAFF
PRECONSTRUCTION PRIMARY
CONSTRUCTION PRIMARY
PRECON/CONSTRUCTION
COORDINATION DURING AND AFTER PRECONSTRUCTION

3.5.A

FORM D

PROPOSED KEY PERSONNEL INFORMATION

GSB/OBAYASHI JV

Form D
PROPOSED KEY PERSONNEL INFORMATION

Name of Proposer GSB / Obayashi JV (GOJV)

Instructions for Form completion: Responses shall be addressed within the table below. Should additional space be needed to adequately respond, Proposer is advised to increase the number of lines within the table as appropriate. Form D has no SOQ page limitation. [Note to Drafter: Edit positions for Project, refer to Section 3.6.1.]

Position	Name	Years of Experience	Education and Registrations	Parent Firm Name
Project Manager	Masashi Kojima	21	M.S., Construction Management, Massachusetts Institute of Technology, 2004 M.E., Geotechnical and Environmental Engineering, Nagoya University, Nagoya, Japan, 1995 B.E., Civil Engineering, Nagoya University, Nagoya, Japan, 1991	Obayashi Corporation
Demolition Manager	Will Reames, PE	23	B.S. Degree in Civil Engineering, San Jose State University, 1991 CA Registered Civil Engineer, #54522	Golden State Bridge (GSB)
Controlled Blasting Expert	Ken Tully	30	Bachelor of Science Degree, Major in Geology, Saint Mary's University, Halifax, NS Federal Explosives License, issued by the ATF Explosives User's License, State of Florida Licensed Blaster in the states of AL, AR, FL, SC, VA, NJ, PA, MO, NC, NYC, LA, MD, GA Licensed Blaster in the province of BC.(Licenses Previously Held in NS,WV, TN	Contract Drilling & Blasting

Position	Name	Years of Experience	Education and Registrations	Parent Firm Name
Lead Estimator	Jack Harper	33	Washington State University, Bachelor of Civil Engineering	Obayashi Corporation
Scheduler	Jim Gallego, PE	26	B.S., Civil Engineering, Texas A&M University, 1987 Registered Professional Engineer, State of California. No. 55575	Gallego Consulting Services
Environmental /Permit Manager	Justin Semion	16	B.S. Degree in Environmental Science and Management, University of Michigan, 1999, M.B.A in Sustainable Management, Presidio Graduate School, 2014 Professional Wetland Scientist #2072	WRA Environmental Consultants
Project Outreach	Don Solem	45	B.A. Degree in Political Science, U.C. Berkeley, 1962	Solem & Associates
Controlled Blasting Specialist	Albert Vanniekerk, PhD	24	Doctor of Philosophy (Explosives Chemistry), New Mexico Institute of Mining and Technology, Socorro, New Mexico, USA (1993) Master's Degree (Chemical Engineering), University of Pretoria, Pretoria, South Africa (1991) Professional Engineer (Registration # 20060162), Engineering Council of South Africa (ECSA)	Contract Drilling & Blasting

3.6.C

EVIDENCE OF PROPOSER'S ABILITY TO MEET LICENSE REQUIREMENTS

- RECOMMENDATION LETTER FROM LOS ANGELES DEPARTMENT OF WATER & POWER
- RECOMMENDATION LETTER FROM COLORADO DEPARTMENT OF TRANSPORTATION
- RECOMMENDATION LETTERS FROM CALTRANS
- RECOMMENDATION LETTER FROM HANNA GROUP
- CALIFORNIA CONTRACTOR LICENSE - GSB / OBAYASHI JV
- CALIFORNIA CONTRACTOR LICENSE - GSB
- CALIFORNIA CONTRACTOR LICENSE - OBAYASHI CORPORATION
- FEDERAL EXPLOSIVES LICENSE - OBAYASHI CORPORATION
- FEDERAL EXPLOSIVES LICENSE – CONTRACT DRILLING & BLASTING

Los Angeles Department of Water & Power

ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

MARCIE L. EDWARDS
General Manager

May 29, 2014

California Department of Transportation
Division of Procurements and Contracts
1727 30th Street
Sacramento, California 95816-7006

Attention: Denetia Floyd-Smith

Subject: San Francisco-Oakland Bay Bridge East Span Marine Foundation Removal Project, Construction Manager/General Contractor
Contract No. 040135CM

This is a letter to recommend Obayashi-USA (Obayashi) for the aforementioned project. As part of the Webcor/Obayashi/Lyles JV team that is building our Silver Lake Storage Replacement Project, Obayashi has demonstrated that they understand the CM-at-Risk project delivery model and have played an integral part in the success of this very critical $230 million project for the City of Los Angeles Department of Water and Power.

The Webcor/Obayashi/Lyles JV team has performed well throughout the CM-at-Risk process, performing all pre-construction duties, solicitation and procurement of subcontractors and construction management in a very diligent and professional manner. Their efforts have proven to be timely, thorough and accurate.

If I can be of any further assistance in this matter, please don't hesitate to call me at (213) 367-1228.

Sincerely,

Stephan D. Tucker
Manager of Project & Construction Management
Los Angeles Department of Water and Power

SDT:jmp

111 N. Hope Street, Los Angeles, California 90012-2607 *Mailing address:* Box 51111, Los Angeles, CA 90051-5700
Telephone: (213) 367-4211 www.LADWP.com

COLORADO
Department of Transportation
Region 1

I-70 Mountain Corridor
425 A Corporate Circle
Golden, Colorado 80401

May 30, 2014

To whom it may concern,

I worked with the Kraemer Obayashi Joint Venture construction team on the Twin Tunnels Eastbound and Westbound CMGC projects between March 2012 and March 2014. These two projects represented the first major projects along Colorado's I-70 Mountain Corridor in nearly thirty years and the first tunnel projects in a decade. The Twin Tunnels projects were also the largest CMGC projects CDOT had undertaken with the delivery method. The corridor has highly involved third parties and is one of the most high profile corridors outside of the Denver Metro Area requiring the CMGC team to have a robust public information plan and manage traffic effectively as it delivered the project on time and under budget.

The tunnel excavation, led by Obayashi Corporation, was a critical schedule component with aggressive schedules and challenging rock conditions that needed extensive participation from a contractor during the preconstruction phase. CDOT, using the CMGC or Construction Manager/General Contractor, selected Obayashi based on their extensive qualifications and the outstanding project team they brought to the table.

During the preconstruction phase, Obayashi's staff worked collaboratively with CDOT and the design team members as required during a CMGC project. They partnered with the project team to find the best designs, value, and developed the right solutions for the project putting their interests second to the project goals. They co-located each day with the design consultant team and consistently brought new ideas, innovations, and exceptional knowledge of assessing and mitigation risks. Led by Jack Harper, Obayashi's Estimating Manager, the team created a through cost model that provided an excellent open book approach to the project. Their cost model along with input on schedule, phasing, risks, constructability, and cost was a direct factor in the success of the project and opening the eastbound Twin Tunnel bore ahead of schedule while saving CDOT nearly $4 million in project costs.

CDOT's selection of Obayashi on the Twin Tunnels Westbound Widening project was largely based on their achievements and successes on the Twin Tunnels Eastbound project. Their outstanding work has continued and they are on track to finish the tunnel portion of the project ahead of schedule while saving CDOT several million in additional project costs.

It has been great to work with the Obayashi team as their professional approach and consistent hard work has positively impacted project success.

Sincerely,

Benjamin Acimovic, P.E.
Resident Engineer
Region 1 - I-70 Mountain Corridor P (720) 497-6936 | (720) 951-6151
425 A Corporate Circle, Golden, Co 80401
benjamin.acimovic@state.co.us | www.coloradodot.info | www.cotrip.org

DEPARTMENT OF TRANSPORTATION
NORTH REGION CONSTRUCTION FIELD OFFICE
1031 BUTTE STREET
REDDING, CA 96001
PHONE (530) 225-3160
FAX (530) 225-3339

Flex your power!
Be energy efficient!

July 16, 2013

To whom it may concern,

Golden State Bridge, Inc.

I was the Senior Resident Engineer for the Dana to Downtown Project (02-328034) and Golden State Bridge, Inc. (GSB) was the prime contractor. This $60 million project was located within the City of Redding, California, on State Route 44 and the construction took place between May of 2008 and December of 2010. Some of the major features of the project include:

- The replacement of the SR 44 bridge over the Sacramento River
- The replacement of the Sundial Bridge Drive over crossing
- Widening of the Eastbound SR 44 Bridge under crossing at Liberty St
- Multiple large retaining walls, two of which included architectural treatment
- Added auxiliary lanes in both direction
- Constructed new on-ramp from Dana Drive to Westbound SR 44
- Completed a new 2 mile pedestrian path with decorative lighting and railing.
- Installation of sculptures in the median and a decorative sidewalk with inlaid designs
- Complicated traffic staging

To perform this work GSB had to work under complicated permits from various agencies (Dept. of Fish and Game, State Reclamation Board, Army Corps, California Regional Water Quality Control Board, etc...) that effected in-water work and added restrictions due to a pair Bald Eagles nesting within 200 feet of the project. GSB did an excellent job in partnering with the all the permitting agencies and fulfilling their SWPPP obligations in order to complete the work.

From the description of the Manning Ave Bridge Replacement Project, the SR 44, Dana to Downtown Bridge Project, was very similar in scope and complexity. The SR 44 bridge, over the Sacramento River, replaced the existing bridge in two stages and was a post tensioned box girder bridge with large diameter bent foundations. Golden State Bridge completed the project on time, within budget and without claims. Golden State Bridge and Caltrans partnered the project successfully and won the 2011 Caltrans Excellence in Construction Award. Golden State Bridge is qualified to construct complex bridges over water. If you have any questions regarding this issue please telephone Jim Wood, Senior Resident Engineer, at (530) 225-3160 or (530) 604-4835.

Sincerely,

JIM WOOD, PE
Senior Resident Engineer,
North Region Construction, Redding

DEPARTMENT OF TRANSPORTATION
DISTRICT 1, P. O. BOX 3700
EUREKA, CA 95502-3700
PHONE (707) 496-6614
FAX (707) 441-5764
TTY 711

Flex your power!
Be energy efficient!

July 17, 2013

Subject: Golden State Bridge

To whom it may concern,

As a Caltrans Area Construction Engineer and Senior Resident Engineer, I have successfully partnered with Golden State Bridge on two major bridge construction projects. Both projects were located in very ecologically sensitive areas and had unique and extensive environmental restrictions.

The Ten Mile River Bridge is located in Mendocino County on Route 1. This bridge was built from trestles over coastal wetland and the Ten Mile River that carries multiple species of endangered and threatened fishes. Permit requirements were very stringent on access limitations, dewatering discharges, restrictive work windows, and bioacoustic (underwater noise) from pile driving. The total construction cost of this structure project was approximately $50 million.

The 99% complete Mad River Bridges project is located in Humboldt County on Route 101. This project constructed two freeway structures over the Mad River near Arcata. High traffic volumes required this project to be constructed in four stages with very limited width restrictions for crane access at times. The project was particularly difficult due to the three endangered and/or threatened species of fishes in the Mad River. During driving of the large diameter piles used in the foundations, environmental permits required complete fish exclusion from a 1000 foot section of the river where the bioacoustic impact was expected to be harmful to fish. A caged fish study was also conducted during pile driving to further the research of the impact of pile driving noise on fish. The contract work in this project totaled nearly $40 million. Contract acceptance is expected this month.

Both the above projects were delivered on schedule and without claims. In my experience, Golden State Bridge has always worked in good faith to complete projects in accordance with the contract. They have very experienced and capable engineers, project managers, and tradesmen. Golden State Bridge would be at the top of my list of contractors for any type of heavy civil construction project and I would welcome the opportunity to work with them again.

Sincerely,

TOM FITZGERALD, PE
Senior Resident Engineer

DEPARTMENT OF TRANSPORTATION
NORTH REGION CONSTRUCTION
300 East Hill Road
Willits, CA 95490
PHONE (707) 456-1905
FAX 456-1910

Flex your power!
Be energy efficient!

July 16, 2013 File: Contracts 01-385704, 01-310104

Subject: Caltrans Bridge Construction by Golden State Bridge Inc.

To whom it may concern,

Golden State Bridge Inc. was the prime contractor for the Ten Mile River Bridge replacement project, completed in 2010, and is the prime contractor for the Greenwood Creek Bridge replacement project, which is currently about two thirds complete. Both Structures are located on Route 1, in Mendocino County, near Fort Bragg, California. Both bridges are located in the coastal zone and traverse sensitive riparian and estuary habitat for endangered and threatened species. Both projects have a high level of complexity due to limited access, temporary access bridges and work trestles, bridge jacking and temporary support structures, staging, environmental protection and work windows, and difficult foundation construction within 30' deep cofferdams.

The Ten Mile River Bridge is 1480 ' long with two frames and nine spans. The project was completed ahead of schedule. The total project construction cost was $50.1 million.

The Greenwood Creek Bridge replacement is a multi-stage project with a total cost of about $11.3 million. The bridge is 512 ' long with three spans. The new foundations and bent caps were constructed first, working under the old bridge. Half of the old bridge was removed and one lane of the new bridge was built while signalized one-way traffic used the remaining half of the old bridge. The first stage superstructure is mostly complete. After traffic is moved to the newly constructed half bridge, demolition of the old bridge will be completed and the second half of the new bridge will be constructed. The project is currently ahead of schedule.

As Caltrans' Structure Representative responsible for administration of contracts for these two bridge projects, I can attest to the fact that Golden State Bridge was successful on the Ten Mile River Bridge project, and as well with the work completed to date at the Greenwood Creek Bridge project.

Please feel free to contact me at (707) 456-1905 if further information about these projects is needed.

Sincerely,

Matt McKeon

Matt McKeon, PE
Structures Representative

RECEIVED
JUL 19 2013
BY:

THE HANNA

July 16, 2013

Golden State Bridge, Inc.
2990 Bay Vista Court, Suite D
Benicia, California 94510

To Whom it May Concern:

Subject: Letter of Recommendation

I would like to take this opportunity to express my gratitude to Golden State Bridge, Inc. team for the work that they performed on the Tower Bridge Project for the City of Sacramento. The management team of Golden State Bridge, Inc. performed the work for the City of Sacramento with true professionalism, immense leadership and noteworthy commitment.

The Tower Bridge Project was one of the most complex projects in California. Much of the construction activities on the truss were executed from under the existing sidewalks, with no falsework over the water. Construction methods used temporary suspended platforms over the river, thereby avoiding any impact to environmentally sensitive and navigable waters of the Sacramento River. Due to sensitivity of the machinery to the balanced state of the lift span weight and the counterweights, continuous weight monitoring (additions and removals) had to be planned and implemented during construction.

Through Golden State Bridge, Inc. innovative construction practices this complex project was completed 6 months ahead of schedule and received the following awards:

- ★ SACOG Salutes Special Recognition
- ★ McGraw-Hill California Construction Best of 2008
- ★ APWA 2008 Project of the Year – Parks/Trails Category
- ★ CTF 2008 Tranny Award for Alternative Modes
- ★ 2008 CMAA Project of the Year – Infrastructure less than $20M
- ★ ASCE Sacramento 2007/2008 History and Heritage Institute Award

As the contract administrator for the City, our duties of overseeing and administering the contract was streamlined due to Golden State Bridge, Inc. true partnership approach to the project. Golden State Bridge, Inc. worked with the owner and the project stakeholders to resolve potential issues before they became costly problems.

If you have any questions or if you would like to further discuss Golden State Bridge, Inc.'s work on this project, please feel free to contact me.

Sincerely,

Mehrdad Varzandeh, PE
Principal

3101 Zinfandel Drive, Suite 320
Rancho Cordova, CA 95670
(916) 254-5156 Office (916) 254-5157 Fax

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

GSB / OBAYASHI JV

License Number 990696

to engage in the business or act in the capacity of a contractor in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR
HAZ - HAZARDOUS SUBSTANCES REMOVAL

Witness my hand and seal this day,

February 19, 2014

Issued February 18, 2014

Joan M. Hancock, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

Stephen P. Sands, Registrar of Contractors

13L-24 (REV. 0813)

AUDIT NO: 567859

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

GOLDEN STATE BRIDGE INC

to engage in the business or act in the capacity of a contractor
in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR

Witness my hand and seal this day,
December 14, 2004

Issued December 13, 2004

SIGNATURE OF LICENSEE

SIGNATURE OF LICENSE QUALIFIER

Stephen P. Sands
Registrar of Contractors

851187
License Number

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

13L-24 (REV. 7-01) OSP 01 59448

AUDIT NO: 338309

State Of California

Consumer Affairs

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE

License Number **851187** Entity CORP

Business Name GOLDEN STATE BRIDGE INC

Classification(s) A B HAZ

Expiration Date 12/31/2014 www.cslb.ca.gov

DEPARTMENT OF CONSUMER AFFAIRS
Contractors State License Board

Contractor's License Detail - License # 851187

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	**851187**	**Extract Date** 5/6/2013
ness Information	GOLDEN STATE BRIDGE INC Business Phone Number: (925) 372-8000 2990 BAY VISTA COURT SUITE D BENICIA, CA 94510	
Entity	Corporation	
Issue Date	12/13/2004	
Expire Date	12/31/2014	
License Status	**ACTIVE** This license is current and active. **All information below should be reviewed.**	

Classifications

CLASS	DESCRIPTION
A	GENERAL ENGINEERING CONTRACTOR
B	GENERAL BUILDING CONTRACTOR

Certifications

CERT	DESCRIPTION
HAZ	HAZARDOUS SUBSTANCES REMOVAL

CONTRACTOR'S BOND

This license filed a Contractor's Bond with
SAFECO INSURANCE COMPANY OF AMERICA.

Bond Number: 6292275

Bond Amount: $12,500

Effective Date: 01/01/2007

Contractor's Bond History

F ling

1. The Responsible Managing Officer (RMO) RICCITIELLO DAVID KELLY certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

   Effective Date: 12/13/2004

2. The Responsible Managing Officer (RMO) LUKASZEWICZ PAUL ANTHONY certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

   Effective Date: 02/19/2013

   BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with
TWIN CITY FIRE INSURANCE COMPANY

Policy Number: 57WEQT4631

Effective Date: 03/31/2013

Expire Date: 03/31/2014

Workers' Compensation History

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List | Other Licenses

Conditions of Use | Privacy Policy
Copyright © 2010 State of California

State Of California

Consumer Affairs

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE

License Number **346881**

Entity CORP

Business Name OBAYASHI CORPORATION

Classification(s) B A

Expiration Date 09/30/2014

www.cslb.ca.gov

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	**9-CA-081-33-6C-01861**
Chief, Federal Explosives Licensing Center (FELC) Christopher R. Reeves		Expiration Date	**March 1, 2016**

Name
OBAYASHI CORPORATION

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
577 AIRPORT BOULEVARD SUITE 600
BURLINGAME, CA 94010-

Type of License or Permit
33-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

OBAYASHI CORPORATION
577 AIRPORT BOULEVARD SUITE 600
BURLINGAME, CA 94010-

Marvin L. Underwood
Licensee/Permittee Responsible Person Signature

Corporate Safety Dir.
Position/Title

MARVIN L. Underwood
Printed Name

March 1, 2013
Date

Previous Edition is Obsolete OBAYASHI CORPORATION:577 AIRPORT BOULEVARD SUITE 600:94010:9-CA-081-33-6C-01861:March 1, 2016:33-USER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **OBAYASHI CORPORATION**

Business Name:

License/Permit Number: **9-CA-081-33-6C-01861**

License/Permit Type: **33-USER OF EXPLOSIVES**

Expiration: **March 1, 2016**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

WARNINGS

1. As provided in Title XI of the Organized Crime Control Act of 1970 (U.S.C. § 842(i)), it is unlawful for any person who (1) is under indictment for, or has been convicted in any court of, a crime punishable by imprisonment for a term exceeding 1 year, (2) is a fugitive from justice, (3) is an unlawful user of, or addicted to any controlled substance *(as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802))*, (4) has been adjudicated as a mental defective or has been committed to a mental institution, to ship, transport, or receive any explosive materials in interstate or foreign commerce, (5) is an alien, other than an alien who is lawfully admitted for permanent residence *(as that term is defined in section 101(a)(20) of the Immigration and Naturalization Act)*, or meets any other exception under section 842(i)(5), (6) has been discharged from the armed forces under dishonorable conditions, or (7) having been a citizen of the United States, has renounced the citizenship of that person.
2. **Federal Regulation 27 CFR 555.53 - Licensees and permits issued under this part are not transferable to another person. In the event of the lease, sale, or other transfer of the business or operations covered by the license or permit, the successor must obtain the license or permit required by this part before commencing business or operations.**
3. **Alteration or Changes to the License or Permit. Alterations or changes in the original license or permit or in duplications thereof violates 18 U.S.C. 1001, an offense punishable by imprisonment for not more than 5 years and/or a fine of not more than $250,000.**

NOTICES

1. Any change in trade name or control of this business or operations MUST be reported within 30 days of the change to the Chief, Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control must, upon expiration of the license or permit, file an ATF Form 5400.13/5400.16.
2. Under § 555.46, Renewal of License/Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issued under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and file with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14/5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14/5400.15 Part III, the licensee or permittee must file an ATF Form 5400.13/5400.16 as required by § 555.45, and obtain the required license or permit before continuing business or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to the expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FELC. **Note:** The user-limited permits are not renewable.
3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).
4. THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101).

Federal Explosives License (FEL) Customer Service Information

(Continued from front)

Discontinuance of Business *(27 CFR 555.61)(27 CFR 555.128)*. Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materials in a manner not in conformity with these regulations.

TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:
CALL TOLL FREE - (888) ATF-BOMB

Cut Here

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free number: (877) 283-3352
Fax number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)
Firearms Theft Hotline: 1-888-930-9275
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	**1-FL-031-33-6H-00754**
Chief, Federal Explosives Licensing Center (FELC)	Christopher R. Reeves	Expiration Date	**August 1, 2016**

Name
CONTRACT DRILLING & BLASTING LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
1502 ROBERTS DR
JACKSONVILLE, FL 32250-3222

Type of License or Permit
33-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
CONTRACT DRILLING & BLASTING LLC
P.O. BOX 51468
JACKSONVILLE, FL 32240-

Licensee/Permittee Responsible Person Signature | Position/Title

Printed Name | Date

Previous Edition is Obsolete CONTRACT DRILLING & BLASTING LLC:1502 ROBERTS DR:32250:1-FL-031-33-6H-00754:August 1, 2016:33-USER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **CONTRACT DRILLING & BLASTING LLC**

Business Name:

License/Permit Number: **1-FL-031-33-6H-00754**

License/Permit Type: **33-USER OF EXPLOSIVES**

Expiration: **August 1, 2016**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Sample

6. PROJECT UNDERSTANDING AND APPROACH

SECTION 6

GSB/OBAYASHI JV

SFOBB EAST SPAN
MARINE FOUNDATION
REMOVAL PROJECT

[6.A.] PROJECT UNDERSTANDING // RFQ SECTION 3.7.A

The Golden State Bridge and Obayashi Corporation joint venture (GOJV) understands the technically challenging aspects and environmentally sensitive nature of the San Francisco-Oakland Bay Bridge (SFOBB) East Span Foundation Removal Project.

OUR TEAM COMPOSITION MATCHES THE SCOPE

The GOJV team is structured for the project scope. The joint venture unites GSB's marine bridge and demolition construction experience with the Department and Obayashi Corporation's CMGC experience as applied to heavy civil projects. GSB is the managing partner, and Obayashi will direct key elements of our preconstruction effort.

The project scope requires several key subcontractors and consultants to enhance our team's capabilities. Contract Drilling and Blasting, LLC, will provide the technical expertise for testing, demolition design, drilling and charge placement. WRA Environmental Consultants will manage permitting and provide the expert knowledge needed to protect a marine work environment. Solem and Associates will direct our public outreach effort and help the Department's public affairs officials as requested.

The joint venture partners, and most of our subcontractors and consultants, are Bay Area-based firms and we will be able to easily co-locate with Department representatives and other stakeholders during preconstruction.

GOJV combines bridge construction and demlition experience, our own marine construction fleet, a successful track record on large CMGC contracts, and team members with the specialty skills needed for this project. We have the resources and desire to deliver a successful, safe and environmentally sound conclusion to the replacement of the SFOBB East Span.

PRELIMINARY WORK TO UNDERSTAND THE SCOPE

Golden State Bridge and Obayashi Corporation have been studying all aspects of this project for the past two months. We have already identified several project enhancements and alternate technical concepts that may both expedite work and improve the finished product.

PRECONSTRUCTION SCOPE

Directly after receiving notice-to-proceed, we will establish a co-located project office with space for the GOJV team, Department representatives and other stakeholders. Work at the office will include:

- Testing and design development GMP for controlled blasting on-land, followed by a GMP for a controlled blasting demonstration at Pier E3
- Working with the Department to obtain new or amend existing environmental permits
- Alternate designs for mechanical demolition and project enhancements
- Constructability reviews
- Cost estimates
- Schedules
- Value Engineering
- Plan and document review
- GMP development and negotiation
- Completion of contract documents sufficient for public bidding
- Establishing and sustaining a public and stakeholder outreach program

OUR UNDERSTANDING OF KEY PRECONSTRUCTION ACTIVITIES

A critical requirement early in the preconstruction phase is to test and understand the overall effectiveness of controlled blasting as the means to demolish Piers E3, E4 and E5. The top portion, down to just above sea level, of each pier will be removed through conventional mechanical demolition. The remaining, far larger portion will be removed through a controlled blasting implosion.

GOJV recognizes the importance of the controlled blasting tests to project success, and we will work closely with the Department to achieve this goal. Our controlled blasting group will include:

- GOJV's preconstruction managers and technical staff to manage and provide coordinated support to the process.
- Contract Drilling & Blasting, LLC, to provide technical expertise and execute controlled blasting demonstrations.
- Professor Ahmad Itani, PhD, to provide technical advice on large structure testing and analysis.
- WRA Environmental Consultants to collect environmental impact data and provide analysis.

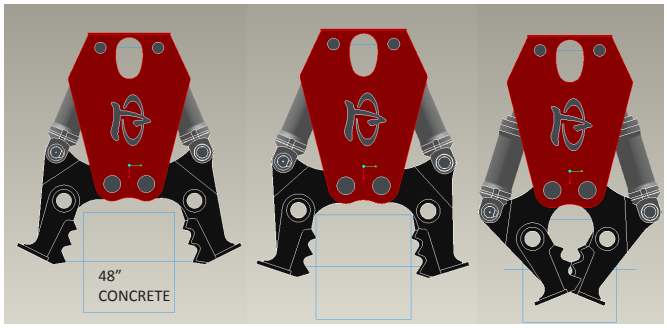
Working with the Department, we will help develop a dry land demonstration project, where a mockup of a portion of a pier will be demolished by controlled blasting. At the same time, we will develop the necessary means and methods as well as site-specific relationships between blasting, and underwater overpressure and response of nearby structures, through utilizing our team's experience in employing these techniques. The results of this demonstration will be carried into the demonstration project at Pier E3, which will incorporate data obtained from the off-site demonstration into its design. The knowledge derived from developing site-specific relationships of blast-induced effects on the environment will be used in the permit application and blast design optimization for the Pier E3 demonstration.

Cooper River Pier Demolition with Controlled Blasting

The Pier E3 demonstration will be the first part of the demolition contract, although it will take place while preconstruction is in-progress. GOJV and the Department will collaboratively develop all technical features of the Pier E3 demolition plan. A bubble curtain will be tested as a blast attenuation system in order to protect the environment from blast overpressures. In consultation with WRA, we will also develop and implement an environmental watch plan consisting of watch zones, observation teams and location boundaries, along with specific time-tables for observation prior to, during and after blasting.

Depending on the results of the Pier E3 demolition, we will either proceed with controlled blasting demolition of piers E4 and E5 or continue work on alternate demolition designs. These designs will focus on mechanical demolition options for the caissons, perhaps using crane-mounted hydraulic shears that can demolish the caissons within themselves, similar to the implosion desired from controlled blasting.

-CONFIDENTIAL PROPOSAL –
LARGE CAPACITY CONCRETE PROCCESOR – UP 95 SIZE



Large Capacity Universal Processor Model UP95

Piers E6 through E18 are mass concrete foundations supported on timber piles that may be removed using conventional methods. The Department may also wish to extract some of the old timber piles for later examination. Access to these piers will require dredging, barges and/or trestles. Cofferdams may be needed to contain concrete debris and protect the environment. We will perform constructability reviews, cost and schedule estimates, and environmental studies to remove these piers with mechanical demolition techniques. However, if controlled blasting proves successful on the caissons, we will work to develop controlled blasting designs that could be employed on the smaller piers.

Whatever method is chosen, the schedule for work at these piers will depend on the superstructure removal contract. GOJV will work in cooperation with the Phase II removal contractor and the Department to develop the most efficient and cost-effective removal plan.

Another key issue that will require an early start during preconstruction, and is essential to beginning demolition work, is securing/amending permits for work in San Francisco Bay. WRA has significant experience managing permits for work in aquatic environments in general and San Francisco Bay in particular. This background, as well as their good working relations with the appropriate officials within each agency, will enable the permitting process, both for GOJV and the Department.

Each key activity has the potential to delay or otherwise impact schedule milestones and/or the overall project completion date. GOJV understands that, for the project to be successful, we must develop alternative demolition plans that can be applied effectively and quickly if controlled blasting proves too uneconomical for the caissons. Similarly, we can plan for simultaneous demolition activities to advance the schedule. In other words, we can begin work on demolition of the smaller piers while work on the caissons is underway. Finally, no work can take place without approved permits so GOJV will begin work on this important requirement immediately and WRA will help the Department pursue the process so all permits are obtained in time for scheduled work at each pier location.

OUR APPROACH TO THE DEMOLITION SCOPES

GOJV understands that the actual demolition work may require four or more distinct GMPs, scheduled sequentially or concurrently, to complete the project as planned. Several of these scopes may include enhancements negotiated with the Department or require changes to previously assumed tasking. GOJV and our subcontractors will execute each follow-on demolition/construction contract according to approved designs that meet all safety, environmental and operational criteria. Key members of our preconstruction team will transition to the demolition phases so that their knowledge is applied directly to each demolition task, pier location and approved project enhancement.

OUR APPROACH TO ADDITIONAL SCOPES

Although removal of Pier E2 is not currently planned, and removal of piers E19 through E22 will depend on amendments to the existing permit, GOJV is prepared to develop alternate technical concepts (ATCs) to assist the Department with ways to complete the project that restore the "touchdown" areas and/or enhance community life and provide scenic attractions. The ATCs could include constructing boardwalks on the piers, adding decorative art and/or lighting, and restoring marine growth and habitat in the area.

These and other ideas can be advanced through constructability reviews, cost and schedule estimates, environmental studies and public outreach polls during preconstruction.

PUBLIC OUTREACH

The SFOBB East Span Replacement Program is a highly visible project that represents the end of an effort that began soon after the Loma Prieta earthquake in 1989. Our public relations consultant, Solem & Associates, has an extensive background in high-profile Bay Area transportation projects and the skills needed to accurately and positively represent the project to politicians, media and residents. Solem & Associates will build an effective, multi-media campaign for the demolition project as well as the enhancements that may attract the most public support. They also have the local knowledge to allay concerns such as those of residents of Treasure Island, who are closest to the work area.

[6.B.] APPROACH TO CMGC PROJECT CONTRACTING // RFQ SECTION 3.7.B

GOJV brings over $1.6B of CMGC construction experience, technical expertise, and operational skills and resources that this project demands. Our team will deliver the results that CMGC contracting is designed to produce while meeting the Department goals defined in RFQ Section 1.4.2. GOJV's approach to the CMGC process will:

- Reduce risk for the Department and GOJV
- Accelerate project delivery
- Create a partnering environment for all project team members
- Satisfy the requirements of other stakeholders
- Foster innovation and value engineering
- Enable transparent cost comparison
- Produce a safe, constructible design
- Provide reliable Guaranteed Maximum Prices (GMPs) for each demolition scope

GOJV ORGANIZATION

GOJV'S team composition complements the Department's organization and provides the resources needed to deliver the project successfully. Our team includes:

- **Golden State Bridge** // General engineering contractor and managing partner
- **Obayashi Corp** // General engineering contractor and general partner
- **Contract Drilling & Blasting** // Controlled underwater demolition contractor
  - **Ken Tully** // Controlled blasting specialist
  - **Albert vanNiekerk, PhD, PE** // Explosives and blasting expert
- **Professor Ahmad Itani, PhD, PE** // Large structure analysis testing expert
- **Gallego Consulting Jim Gallego, PE** // Project Scheduler
- **WRA Environmental Associates** // Environmental/permitting consultant
- **Solem & Associates** // Public relations and outreach consultant
- **LaBounty-Stanley** // Demolition equipment manufacturer and advisor

Each GOJV team member brings value to the project and we are all committed to innovation, value engineering, safety, risk mitigation, and stakeholder satisfaction. Together, we provide:

- Over $1.6 billion in CMGC project delivery experience
- Underwater controlled blasting expertise and experience
- Work experience on and around San Francisco Bay
- Marine demolition experience
- Public relations and outreach expertise for large public projects
- Strong relations with San Francisco Bay permitting agencies
- San Francisco Bay environmental monitoring, permitting and compliance experience
- Substantial experience working with Caltrans District 4 and the toll bridge program
- World-class technical research and development resources through Obayashi's Technical Research Institute.

GOJV's management team will provide Construction Manager (CM) services during the preconstruction

Obayashi Technical Research Institute

THROUGH ITS TECHNICAL RESEARCH INSTITUTE (TRI), AND RELATED CIVIL ENGINEERING TECHNOLOGY DIVISION, OBAYASHI ADVANCES CONSTRUCTION MATERIALS, EQUIPMENT AND METHODS THROUGHOUT THE WORLD. SINCE 1948, THE TRI HAS ENGAGED IN RESEARCH INTO BASIC SCIENCE AND APPLIED TECHNOLOGY COVERING THE ENTIRE FIELD OF CONSTRUCTION, AND PROMOTED RESEARCH AND DEVELOPMENT OF NEW TECHNOLOGIES IN CIVIL AND BUILDING CONSTRUCTION. OBAYASHI'S CIVIL ENGINEERING TECHNOLOGY DIVISION EMPLOYS OVER 200 ENGINEERS TO SUPPORT TECHNICAL ISSUES RELATED TO VARIOUS TYPES OF CONSTRUCTION, SUCH AS BRIDGES; MARINE WORK INCLUDING DEMOLITION, FOUNDATIONS AND LEVEES; AND TEMPORARY SUPPORT SYSTEMS AT JOB-SITES AROUND THE WORLD. THESE HIGHLY TRAINED AND EXPERIENCED PERSONNEL ARE AVAILABLE AS NEEDED TO ASSIST WITH TECHNICAL CHALLENGES THAT ARISE ON ANY OBAYASHI PROJECT.

OBAYASHI ALLOCATES
$150 M
ANNUALLY FOR THE ADVANCEMENT OF CONSTRUCTION MATERIALS, ENGINEERING APPLICATIONS, METHODOLOGIES & EQUIPMENT

phase and then seamlessly convert to a provider of General Contractor (GC) services during the demolition phase. This transition will preserve design knowledge, expedite the work, and sustain our ability to provide value-engineering recommendations and adjust designs under each GMP scope.

APPROACH TO PRECONSTRUCTION

GOJV is ready to begin the preconstruction services upon contract award. All team members will be immediately available on notice-to-proceed. Our key managers have invested significant time and effort to understand the scope of work and prepare for the project.

GOJV's key personnel will participate in the project "Kick-Off" workshop with Department representatives and others. We recommend that the workshop be combined with a partnering session to expedite the start of preconstruction. GOJV Project Manager Masashi Kojima and the Department's Project Manager will meet prior to the kick-off workshop to establish a joint project team organizational chart, review the responsibilities of each team member, determine the requirements for a co-located project office and develop a workshop agenda. The goal of the kick-off workshop/partnering session will be to:

- Identify and begin mitigating the major project risks to be included in the Risk Management Plan
- Establish partnering relationships and agree on the partnering process
- Review the preliminary preconstruction schedule
- Define and affirm team goals and project milestones
- Address document sharing protocols
- Create a design and constructability team, and design task groups

BASED ON WRA'S REVIEW OF THE EXISTING SAN FRANCISCO-OAKLAND BAY BRIDGE PROJECT PERMITS...CRITICAL PATH PERMITS FOR THIS PROJECT WILL BE THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE SECTION 2081 INCIDENTAL TAKE PERMIT AND THE NATIONAL MARINE FISHERIES SERVICE'S BIOLOGICAL OPINION AND INCIDENTAL HARASSMENT AUTHORIZATION.

EARLY PRECONSTRUCTION DELIVERABLES

Design and Constructability Team - We will establish a **Design and Constructability Team** with the Department at the kick-off meeting. This team concept has proven effective on other CMGC contracts and will prove especially valuable on this project, where early design coordination is essential. Team members will include Department design representatives, our Demolition Manager, Will Reames; our Controlled Blasting Specialist, Ken Tully; and our Demolition Superintendent, Joe Fechtner. This team, working with outside consultants as needed, will review design elements for each proposed demolition method, recommend changes and, as the designs progress, work with Masashi to confirm that the best constructability and value engineering recommendations are documented, approved and included in the final designs. We will establish an organizational and sharing method that meets the requirements of all the team members. All informational handouts, permits, plans, specifications and other documents will be handled in accordance with these protocols.

C&W Diving Service (DVBE Subcontractor) will conduct diving surveys of existing piers. They will also provide crew boat access to the piers for GOJV and department personnel.

Off-site Demonstration Project - Directly following the kick-off/partnering workshop, GOJV, in consultation with the Department, will locate a site to perform the off-site demolition project. Will Reames, will lead this effort with technical assistance from Ken Tully explosives expert, Albert Vanniekerk, PhD, and Large Structure Testing Analyst, Professor Ahmad Itani, PhD. and Justin Semion of WRA Environmental Consultants. This group, working with Department representatives and consultants, will determine the conditions required for a viable test site and establish the test deliverables. They will also develop the detailed controlled blasting plan to be followed during the demonstration. Our team will analyze the test data collected and prepare a brief describing our analysis of the data and our recommendations for the Pier E3 demonstration.

Cooper River Pier Core Drilling for Controlled Blasting

INNOVATION AND COST SAVINGS

GOJV recognizes that innovation and new technology are important to the Department, and we will be expected to offer ideas that can improve the project's means and methods. Our guiding tenet will be that **"The only bad idea is the unshared idea".** Masashi will collect all ideas, conduct comparative studies and present his detailed analysis as to the feasibility of each idea to other project team members. Early in the preconstruction phase, Masashi will also chair an initial "brainstorming" session with the Design and Constructability Team. This session will provide a forum for presenting innovative ideas, identifying cost saving measures and determining the benefits that would accrue to the project. Brainstorming sessions will continue as the design progresses and more data from the demonstration projects is collected. As design work narrows and the most valuable ideas have been incorporated, Masashi will oversee development of the final design(s) and verify that we are presenting the best technical and most cost-effective solutions to the Department.

ESTIMATING AND SCHEDULING

GOJV's Lead Estimator, Jack Harper will direct our estimating and scheduling group. Jack will establish the standard cost parameters to be used by GOJV, the Department and their Independent Cost Estimator (ICE). He will chair a cost meeting at the start of preconstruction to discuss initial means and methods, establish the estimate foundation, and define communication procedures for scope, quantity and schedule updates as designs are being developed. GOJV will prepare our cost models and schedules transparently, and openly share cost details, production information and quantities with the Department. Jack will prepare updated estimates as the design proceeds, provide interim GPM prices and deliver final GMPs that can be released as biddable packages as the designs near completion.

Another GOJV strength is our depth in heavy civil estimating. In addition to Jack, Brian Stopper, PE, of GSB will work on our cost models. Other estimators from Obayashi's office can assist Jack and Brian as requested.

GOJV's Scheduler, Jim Gallego, PE, will prepare the preconstruction and construction schedules. Jim will prepare an initial baseline schedule for use at the kick-off/partnering workshop. This initial schedule will outline preconstruction deliverables and milestones, and provide a starting point for discussion As the designs and demonstration projects progress, Jim will update the schedule(s) as each cost model is updated. Jack will ensure that only the most recent and approved cost and schedule updates are incorporated into our final design reviews.

SUBCONTRACTING AND SBE / DBE / DVBE PARTICIPATION

GOJV will follow a formal subcontracting plan based on GSB and Obayashi corporate procedures for subcontractor pre-qualification, solicitation and selection. We will submit our plan for Department approval early in the preconstruction phase and update the subcontracting plan to reflect requirements for each GMP and follow-on demolition contract.

Our process for compiling and soliciting bids on various scopes of work will first require pre-qualification of subcontractors. Minimum criteria will include their specialties, years in business, project experience, client and other references, safety record, and insurance and bonding capacity. After review and Department approval, we will place selected firms on our pre-qualified bidders list.

Pre-qualified firms will then be invited to bid on defined scopes of work. We will provide information on the scope and our work requirements, conduct meetings and site visits as necessary, and state our response criteria (technical and/or price proposals) and the date, time and location for bid submissions.

At bid opening for a specific scope, GOJV will list each bid received by subcontractor name and location, work package bid on, price and ranking. GOJV will provide the Department a listing of the selected subcontractor(s) with all supporting documentation. We will make each bid list available to the public in a format similar to the one used by the Department's Office Engineer. Our subcontracting plan will also include procedures for handling bidder inquiries and bid protests. We will secure Department approval before substituting a selected subcontractor.

Our subcontracting plan will also include procedures to solicit SBE, DBE and DVBE firms, and describe how the Department's participation goals will be met. The plan will be updated throughout the preconstruction phase and a final plan will be submitted for Department approval during GMP negotiations. **We have met the 5% preconstruction DVBE goal.**

GMPs AND DEMOLITION CONTRACT

GOJV expects to produce multiple GMPs under this contract. Each completed GMP package will include:

- Complete cost proposal including: direct costs, indirect costs, contingencies and fee
- Detailed listing of risks, risk assessments, shared risks, and risk mitigations
- Detailed listing of contingencies and allocations
- Detailed subcontracting plan
- Detailed SBE, DBE and DVBE participation goals
- Detailed construction schedule
- Detailed Alternative Technical Concepts (ATCs) and project enhancements

GOJV will review each GMP package with the Department and negotiate a final price for a follow-on demolition (construction) contract. Masashi and Jack, along with David Riccitiello of GSB and Tatsuya Inokuchi of Obayashi Corporation, the joint venture's executive managers will represent GOJV during the negotiations.

[6.C.] ACHIEVING THE DEPARTMENT'S PROJECT GOALS // RFQ SECTION 3.7.C

GOJV's preconstruction design process and demolition work plan will achieve all project goals defined in RFQ Section 1.4.2. Each goal will be highlighted at the initial kick-off meeting and verified as the design effort progresses. We will reference and discuss each goal when evaluating demolition concepts and related work methods, as agenda items during informal and formal reviews, and while constructing comparative cost models and schedules.

Carquinez Bridge Fender Replacement

6.C.1 SAFETY

Safety is the number one priority on all GSB and Obayashi projects. We will plan and execute our work so the higher risks associated with this type of demolition are properly controlled. No method, material or equipment that poses a threat to our crews, Department representatives, visitors or the public will be included in any of our design elements or job site work procedures.

During the design process, our project Safety Director, Marvin Underwood, will participate in meetings where the risk of each demolition procedure will be identified, evaluated and ranked according to the severity and probability of occurrence as well as its impact on cost and schedule. Then, CMGC team members will mitigate any risk to safety by implementing the appropriate design modification(s) into our means and methods. GOJV's key preconstruction and demolition personnel will participate in meetings with our safety management group along with other project stakeholders.

As the design advances, we will update the safety plan as risks are mitigated or eliminated according to the design. When the design nears completion, Marvin, working with Dave Blohm, our designated Site Safety Manager, will develop a detailed site safety and accident prevention plan, which Dave will implement and enforce at the job sites. The Site Safety Manager or shift safety representative will hold daily job site safety briefings and conduct weekly safety meetings while work is in-progress. Any GOJV or subcontractor employee will have the authority to stop work at a job location if an unsafe work procedure or site condition is observed.

6.C.2 MOBILITY

GOJV's work plans for all pier locations will be developed to preserve the shipping lanes essential to commercial and government agency marine traffic while causing the least inconvenience to pleasure craft under and around the new and old bay bridges. We will work closely with the US Coast Guard and other agencies controlling activity on the bay as the design progresses to ensure that our plans for positioning and moving barges, delineating controlled zones around our job sites, and providing emergency response access meet USCG and other agency requirements. We will regularly update our plans while work is in-progress and issue public notices in consultation with the USCG so that pleasure craft users and shipping companies know of any changes beforehand.

Traffic on the new bridge will be halted for brief periods before, during, and after a demolition shot takes place. We will follow Department and police procedures for rolling or other types of closures. Solem & Associates, our public outreach consultant, will help GOJV coordinate these events well in advance with local police agencies, the Highway Patrol and other stakeholders so the public knows what to expect and there is minimum delay to bridge traffic.

6.C.3 QUALITY

Quality is an integral feature of CMGC contracting. Because the CMGC method is designed to reduce risks for the owner and contractor, quality issues are addressed daily and incorporated into design and construction plans as part of the process.

GOJV will apply and follow a design quality management plan that requires addressing cost-effectiveness, safe execution and environmental soundness when developing each design feature. The plan will also require independent review of drawings and calculations, verification that all submittals are complete and accurate before submittal to the Department, and defined procedures for corrective action.

We will follow corporate quality plans and Department standards for the pre-qualification, selection and management of subcontractors, consultants and suppliers, including DBE firms.

Many quality issues during demolition will overlap with environmental protection at or near the job sites. GOJV's work procedures will include confirming that all protective and monitoring measures required during blasting or mechanical demolition are properly implemented before we begin, and enforced while work is in progress.

6.C.4 ENVIRONMENTAL COMPLIANCE

Regulatory compliance is an extremely important aspect of this project. GSB and Obayashi have both completed many projects successfully in controlled, environmentally sensitive areas, and we have worked with the agencies that regulate activity on and near San Francisco Bay. WRA Environmental Consultants, a leading Bay Area environmental firm, will manage GOJV's permitting and compliance oversight effort. WRA has a successful history of working with all the regulatory agencies involved and is particularly familiar with marine environments, including regulations governing plant life, marine mammals, fish populations, habitat restoration and water quality.

WRA will assist the Department with the permit process during preconstruction and monitor our compliance at job sites after work begins. Because permitting is key to project start dates and individual job sites, Justin Semion of WRA will work closely with all stakeholders early in the preconstruction phase to prepare or amend the various permits according to the means and methods the Department and GOJV select for the demolition design(s).

WRA will train all GOJV and subcontractor employees on the environmental compliance requirements of this contract, and our job site supervisors will be responsible for adhering to the protective measures established for each work location.

6.C.5 COMPLETE DEMOLITION BY APRIL 2018

GOJV will meet the Department's desired milestone dates and completion date. First, GOJV and our subcontractors will start work directly on notice-to-proceed. We will not need additional time to assemble our team, find an office or become familiar with the project.

Second, we will mitigate uncertainties of controlled blasting by designing a complete and thorough blasting plan, and conducting mock-up testing for Pier E3 that will help achieve success.

Third, we will develop plans for mechanical demolition so that any time lost early in the schedule can be recovered by promptly switching to an alternative, pre-approved design.

Fourth, we can plan for concurrent demolition of different work scopes. By closely coordinating with the Phase 2 demolition contractor, we anticipate being able to proceed with demolition of some of the smaller piers while work on the caissons is underway.

Finally, because many of our key preconstruction personnel will continue on the demolition phase, they will have the knowledge to recognize value engineering and phasing changes that may safely expedite work without endangering the environment or diminishing any of the Department's other goals.

[6.D.] DEMOLITION, DESIGN, ROW, ENVIRONMENTAL AND STAKEHOLDER RISKS // RFQ SECTION 3.7.D

The Department completed an extensive study on the SFOBB East Span Marine foundation removal project and presented their design in RFQ No. 040135CM. After careful review of the project scope, goals and constraints presented in the RFQ documents, GOJV applied our extensive construction and demolition experience to compile the project's top risks. Table 6.D-1, Risk Register, lists the top risks we have identified by the categories defined by the Department: Demolition, Design, Right-of-Way, Environmental and Stakeholder risks, along with their potential impacts and our proposed risk mitigation actions.

[6.E.] APPROACH TO MANAGING RISK // RFQ SECTION 3.7.E

Formal risk management identifies uncertainties and risks early enough to devise response plans that protect the project goals. Conversely, managing a project without a risk plan leads to surprises and increases the probability of a negative project impact.

Risk management is an excellent partnering tool as it becomes a collaborative process. Working together, the Department, GOJV and other stakeholders will identify and categorize risks early in our working relationships; analyze each risk; determine its priority and probability; devise a response; and then assign each risk to the party best able to assume responsibility and mitigate or eliminate it.

GOJV Project Manager, Masashi Kojima, and Demolition Manager, Will Reames will manage the iterative risk processes from risk identification to risk retirement, providing key insights from their years of experience. Working with other GOJV team members, they will use our broad knowledge base to capture and capitalize on opportunities that benefit project Stakeholders.

TABLE 6.D-1 RISK REGISTER

RISK/OPPORTUNITY DESCRIPTION	POTENTIAL IMPACT	RESPONSE/MITIGATION PLAN
ENVIRONMENTAL RISKS		
Adversely impacting biological species or critical habitat during controlled blasting demolition of Piers 3-5	Detrimental impact to species	Complete off-site demonstration project. Analyze data collected and develop protective measures. Implement protective measures on small scale demonstration in water. Analyze data for effectiveness of protection measures. Adjust protective measures in accordance with results and proceed with full scale demonstration or revise demolition approach. Complete preliminary marine mammal observations to evaluate effect in Danger and Exclusion Zones. Install a bubble curtain to mitigate harmful waveforms propagated by the detonation. Evaluate potential for introduction of hazardous materials into the environment from the blast and demolition activities.
Impacts to eelgrass and oysters	Detrimental impact to species and aquatic habitat	Complete pre- and post-construction eelgrass surveys in areas containing suitable habitat for these species. Avoid areas of eelgrass and oysters if possible and restore impacted areas on-site or other suitable habitat areas.
Impacting migrating and/or spawning fish during controlled blasting demolition of Piers 3-5	Schedule delays and cost impacts	Work within the time periods designated as non-spawning or non-migration. Implement "watch procedures" during controlled blasting operations. Employ Biological Watch Monitors to check for herring spawns and stop work for a minimum of 15 days following a herring spawn event.
Nesting Birds on Piers and blast impacts special status bird species	Detrimental impact to species and schedule delays and cost impacts	Install bird nesting deterrents on piers such as predatory bird noise makers, bird spikes, slope panels, visqueen, sticky substances and visual deterrents. Remove nesting material prior to nest occupation. Test deterrents in the season prior to work to evaluate the most effective methods.
Silt plume created during controlled blasting demolition	Silt plume created impacts aquatic life	Utilize a silt curtain to retain a silt plume and detonate the controlled blast between flood and ebb tides. Measure effectiveness of silt curtain by analyzing turbidity levels. Utilize environmental consultants to determine overall impact of silt plume.
ROW AND MOT RISKS		
Impact to marine commerce and to boating and sailing community	Potential oceanic transport delays, interferences or accidents	Closely coordinate work operations with the Coast Guard and utilize public relations firm for public notices. Utilize public relations firm to notice mariners through yacht clubs and boat launches. Coordinate work operations closely with the Coast Guard.
Bay Bridge East Span traffic and pedestrian impacts	Motorist and Pedestrian Delays on the Bay Bridge	Utilize public relations firm to coordinate with Caltrans for public outreach. Utilize Caltrans message board to post advisories of upcoming events. Maintain frequent communication with Caltrans, CHP and Coast Guard.
Impact to BART and EBMUD facilities	Damage to BART or EBMUD facilities	BART and EBMUD as stakeholders will be part of the CMGC process. Provide constant communications with appropriate BART and EBMUD representatives as to the means and methods of the work to be performed.
DESIGN RISKS		
Designed blasting plan does not produce desired results	Schedule delays and cost impacts	Develop contingency plan to utilize partnership with LaBounty-Stanley to implement conventional underwater concrete shears and pulverizers

THE RISK MANAGEMENT PLAN

Risk management begins with a Risk Management Plan to define the processes to identify risks, develop evaluation methods used to determine probability, determine how risks will be quantified in terms of cost and schedule impacts, and address risk assignment and ownership. The Risk Management Plan will also define the Risk Register elements; define how identified risks will be monitored, tracked and reported; and determine how roles and responsibilities will be assigned to manage the identified risks.

The Department and GOJV will mutually determine the risk categories. Depending on the risk and risk type, we will apply qualitative and quantitative probability and impact methods to derive cost/benefit analyses and then define the risk "triggers". The risk management process cycle elements are depicted in the figure below.

RISK/OPPORTUNITY IDENTIFICATION

Risks are identified from a thorough review and understanding of the project scope, project goals, designs, constraints and permits. The GOJV will facilitate brainstorming sessions or workshops with the Department and other stakeholders to identify risks from the perspectives of all parties. Brainstorming workshops will include Department representatives, key GOJV design and construction team members, and industry experts like University of Nevada – Reno Professor Ahmad Itani, PhD; Contract Drilling & Blasting's certified experts Ken Tully and Albert Vanniekerk, PhD; and our credentialed environmental consultant Justin Semion, PWS, from WRA. Our team of experts, under the leadership of GOJV's management team, will be in the best position to identify and address some of the key project risks and mitigating measures.

These sessions will also determine the level of priority and urgency of each risk as well as the best way to evaluate its impact and derive mitigating measures. We will update and distribute the Risk Register to stakeholders as required by the Risk Management Plan.

RISK/OPPORTUNITY DESCRIPTION	POTENTIAL IMPACT	RESPONSE/MITIGATION PLAN
DEMOLITION RISKS		
Keeping drill holes to a 1% deviation tolerance and/or hitting rebar while drilling the blasting holes	Project schedule delays due to re-drilling or coring in lieu of drilling	Fabricate template with drill casing to keep hole in center of concrete wall. Develop contingency plan for core drilling.
Magnitude of the body waves through the water and various geotechnical strata are larger than predicted	Body waves are larger than predicted and have detrimental impact on surrounding areas	Complete off-site demonstration project. Analyze data collected and develop protective measures. Implement protective measures on small scale demonstration in water. Analyze data for effectiveness of protection measures. Adjust protective measures in accordance with results and proceed with full scale demonstration or revise demolition approach.
Formulating effective means and methods to dampen the body waves	Body waves are larger than predicted and have larger impact on surrounding areas	Complete off-site demonstration project. Analyze data collected and develop protective measures. Implement protective measures on small scale demonstration in water. Analyze data for effectiveness of protection measures. Adjust protective measures in accordance with results and proceed with full scale demonstration or revise demolition approach.
Voids in caissons get jammed with debris and diminishes the volume of concrete rubble disposal area	Schedule delays and cost impacts	Complete off-site demonstration project to determine effectiveness of controlled blasting. Develop contingency plan for removal of excess materials or implementing conventional underwater demolition equipment.
Concrete and rebar do not reduce to a size that falls in void and may not break at the desired elevation	Schedule delays and cost impacts	Complete off-site demonstration project to determine effectiveness of controlled blasting. Develop contingency plan for removal of excess materials or implementing conventional underwater demolition equipment that has been outlined in our partnership with LaBounty-Stanley.
Detonation misfires	Schedule delays and cost impacts	Protect all shock tube detonation lines from damage. Provide extra care and protection when installing blasting mats. GOJV has been working closely with LaBounty-Stanley in regards to underwater concrete shears and pulverizers that will handle demolition of concrete with unexploded ordnance.
Controlled blasting demolition results are not as anticipated	Schedule delays and cost impacts	Complete off-site demonstration project. Analyze data collected for effectiveness of controlled blasting. Revise controlled blasting as required and repeat small scale demonstration in water. Analyze data for effectiveness. Adjust controlled blasting in accordance with results and proceed with full scale demonstration or revise demolition approach.
High winds, rough seas and visibility.	Schedule delays and cost impacts	Anticipated "weather days" will be estimated during the preconstruction phase and built in to the schedule and budget as a contingency
Amended Permits are more restrictive then anticipated.	Permits may alter scope of work, delay project and or have cost impacts	Work collaboratively with Caltrans on all required information for permit applications. Incorporate the amended permits in the GMP with and allowance for extra costs. Work diligently to revise permits and alternate demolition scenarios, but keep project moving
STAKEHOLDER RISKS		
Project experiences schedule delays	Schedule delays and cost impacts	Develop contingency plan to accelerate schedule and mobilize additional resources to regain schedule
Public objects to project plan and protests	Schedule delays and cost impacts	Utilize public relations firm to provide positive public outreach in coordination with Caltrans. Develop and maintain a Stakeholder Register and categorize as needed. Develop contingency plan to address the different scenarios to deal with such an event. Analyze schedule and cost impacts of each scenario.

RISK IMPACT ANALYSIS

Depending on the risk and risk type, GOJV will conduct a qualitative and/or quantitative analysis of each risk to determine the probability and its impact on the project. We will assess risk and opportunity impacts for all facets of the project including scope, design, quality, production, project costs and baseline schedule. A report summary that describes our risk management decision-making process will accompany each GMP, with a cost value of specific risk mitigation, as well as elimination measures considered, built into the estimate.

Below is an example of a Qualitative Risk Analysis Matrix Table 6.E-1. The Department and GOJV will mutually develop probability and impact values and scales. Based on the matrix scoring, risks will be ranked and prioritized and then risk response(s) determined.

TABLE 6.E-1	QUALITATIVE RISK ANALYSIS				
RISK:	NESTING BIRDS ON PIERS AND BLAST IMPACTS SPECIAL STATUS BIRD SPECIES				
Impact	Low-Low	Low	Medium	High	High-High
Probability	0.05	0.20	0.40	0.60	0.80
1.00					
0.80		0.16			
0.60					
0.40					
0.20					

RISK RESPONSE AND OWNERSHIP

Another key component of risk management is the risk response plan, where we develop response options, assign ownership and determine the best action plans. Our management team will ensure that an effective and proportionate response is formulated for each risk and assign ownership to the entity and individual best suited to manage, monitor and control the risk. The risk owner will have complete management responsibility to either mitigate or eliminate the risk. Potential opportunities will also be evaluated so they can be developed to exploit or enhance the likelihood of an opportunity having a shared value result for the stakeholders. As part of the risk response strategy, we may include transferring risk to a third party who is better suited to take over an enlarging risk or take advantage of an emerging opportunity.

MONITORING AND CONTROLLING RISKS

Risks will be monitored and controlled after they are identified, quantified and prioritized. Risk triggers or predetermined indications that a potential risk may develop can be utilized to monitor risks. We will monitor and assess risks through project performance reports, cost and schedule variance analyses, and technical reviews.

GOJV's project management team will constantly evaluate performance, whether cost or schedule, to identify early warning signs of new risks to mitigate or eliminate. We will rely on daily performance checks to make immediate corrective action rather than waiting for weekly or monthly reports. Cost and resource loaded schedules are another effective early detection measure to identify performance or cost risks and to make accurate performance projections.

Risks will be retired on the Risk Register when the threat of a risk is successfully mitigated or eliminated. GOJV's managers will work proactively and collaboratively with the Department by communicating any new developments in the risk management process as well as by keeping the Risk Register current.

ENGAGED PARTNERSHIP

The best way to avoid or mitigate risk is through a successful preconstruction and planning process that facilitates an engaged partnership between the Department and the GOJV. By setting and enforcing high safety, quality and performance standards, the Department and GOJV managers will ensure that the project goals are met.

[6.F.] APPROACH TO SAFETY // RFQ SECTION 3.7.F

Golden State Bridge and Obayashi (GOJV) both consider safety to be the most important factor on any project. Our workforce, visitors, the general public and the environment are never to be put at risk. Our guiding principles of safety are:

- Safety and health are shared responsibilities at our job sites. Everyone, from the project manager to supervisors to each worker, takes ownership of his or her own safety and that of their co-workers.
- Maintaining a safe and healthy workplace is our top priority - from project design to work planning and job site execution.
- All job site personnel are required to correct or report workplace hazards in a timely manner.
- Where hazards cannot be completely eliminated, they are reduced and controlled through engineering, administrative controls and/or proper use of personal protective equipment (PPE).
- Every individual is trained to perform work safely. Everyone receives training and education before commencing a task so they can work confidently.
- As a condition of employment, each employee agrees to work in a safe manner consistently and follow all job-specific safety requirements.

The SFOBB east span demolition contract will take place in a marine environment so safety requirements relating to work over and on water will be followed. In addition, blasting involves rigorous safety procedures. Our controlled blasting subcontractor's supervisor will train GOJV and subcontractor employees, as well as Department representatives and others, in these procedures, and will be on-site whenever blasting or blasting-related work takes place.

GOJV and subcontractor employees will receive general and job site-specific safety training before starting work, with weekly safety reviews and discussions while work is in progress. Visitors who will be on the project in any capacity must attend an orientation prior to entering a work site so they understand the safety rules and what to do in case of an emergency. Appropriate stickers applied to their hard hats will denote the level and type of training each employee has completed.

Our Injury and Illness Prevention Program will address project safety management; safety policy, procedures and programs; the project safety committee; safety awareness, behaviors and attitudes; proper use of PPE including fall protection; competent person responsibility; code(s) of safe practices; safety inspections; new hire program; drug and alcohol program; hazard material protocol; OSHA 10 and 30 hour training classes and OSHA inspections.

In addition to keeping the project workforce safe, GOJV is committed to keeping the environment safe. Environmental protocols, including wildlife and habitat protections, storm water pollution protection plan (SWPPP), eel grass protection and other requirements for work on or near San Francisco Bay, will be properly planned, implemented and inspected.

GOJV will assign a Safety Director to the contract during both the pre-demolition and demolition phases. The Safety Director will participate in design meetings to review safety concerns, recommend solutions and ensure that no design is agreed-to before all safety issues have been resolved. As the design(s) near completion, the Safety Director, working in concert with our Site Safety Manager, will develop specific safety plan for the job sites. Contract Drilling and Blasting's supervisor will develop safety protocols, which will include all safety procedures applicable for transportation of explosive materials, blasting preparations and blasting.

Safety caution sign over Sacramento River, Hwy 44 Redding, CA

After the Safety Director approves the site safety plan, the Site Safety Manager will appoint safety representatives for each location and shift, and regularly visit each job site before and after work begins to verify that the correct safety plan is being implemented at each site and that conditions are and will remain safe.

CONSTRUCTION HAZARDS WILL BE MITIGATED BY:

- Preparing detailed Job Hazard Analyses and communicating safety through weekly tailgate meetings and daily safety "minders".
- Strictly enforcing safety procedures and performing daily inspections at job sites.
- Managing all hazards associated with accessing work in and over the water, strictly enforcing all tie-off requirements and using all required PPE including life preservers.

DEMOLITION HAZARDS WILL BE MITIGATED BY:

- Following Contract Drilling and Blasting's strict protocols for safe transport and handling of explosives.
- Including the blasting supervisor as part of GOJV's safety team.
- Engineering the safest blasting plan possible by conducting test blasts on land to confirm that actual results reflect the intended design plan.

ENVIRONMENTAL SAFETY WILL BE MITIGATED BY:

- Following environmental protection plans for the job sites developed by WRA Environmental Consultants according to approved permits.
- Employing site protection measures such as silt curtains and sound barriers; watching for spawning and migrating fish species as well as marine mammals.
- Using safe exclusionary scare methods to keep all marine species out of the Danger and Exclusion Zones before, during and after each blast.

RIGHT-OF-WAY (ROW) AND MAINTENANCE OF TRAFFIC (MOT) HAZARDS WILL BE MITIGATED BY:

- Communicating and coordinating with the United States Coast Guard.
- Coordinating bridge traffic delays for blasting with the Department, police and the CHP.
- Monitoring blast impacts with survey professionals and instrumentation to confirm that no damage occurs to existing structures.

A. APPENDIX A - RESUMES

YEARS OF EXPERIENCE:

21 YEARS

MASASHI KOJIMA

PROJECT MANAGER

LICENSING/ REGISTRATIONS

- First-Class Civil Engineering Works Execution Managing Engineer, Japan - C011006708
- Registered Assistant Surveyor, Japan - H3-5247

EDUCATION

- M.S., Construction Management; Massachusetts Institute of Technology, 2004
- M.E., Geotechnical and Environmental Engineering; Nagoya University, Nagoya, Japan, 1995
- B.A., Civil Engineering; Nagoya University, Nagoya, Japan, 1991

1

CAREER HISTORY

Masashi Kojima is a Project Manager for the Webcor/Obayashi JV delivering the Transbay Center Terminal Replacement, a CM/GC project, located in San Francisco, CA. While on the project, Masashi is responsible for preconstruction services that include development of bid packages of work, design review, plan and specification review, bid package administration and issuing construction contracts.

Masashi was recently reassigned to manage GOJV's response to the SFOBB East Span Foundation Demolition Project RFQ. If GOJV is successful, he will be assigned to this project full-time in the role of Project Manager.

Early in his career, Masashi worked on construction projects in Japan, Thailand, Singapore and Bangladesh. For the past 12 years he has been involved in estimating, engineering, and managing large heavy civil projects throughout the United States.

RELEVANT PROJECT EXPERIENCE:

1

TRANSBAY CENTER TERMINAL REPLACEMENT PROJECT

SAN FRANCISCO, CA

PROJECT MANAGER

$1,000,000,000+ | 100% | 4/2009 - TO DATE

OWNERS CONTACT INFORMATION

Dennis Turchon, Sr. Construction Manager	T. 415.5974620
E. DTurchon@TransbayCenter.org	# 08-04-CMGC-000

PROJECT DESCRIPTION

A Webcor/Obayashi joint venture is providing preconstruction services and construction management under a CMGC contract to demolish the existing Transbay Terminal and construct the new Transbay Transit Center Terminal as the future "Grand Station" of the West.

The new Transbay Transit Center Building (TCB), now under construction on the site of the former Transbay Terminal in downtown San Francisco, will serve eleven transportation systems: AC Transit, BART, Caltrain, Golden Gate Transit, Greyhound, Muni, SamTrans, WestCAT Lynx, Amtrak, Paratransit and future California High Speed Rail. The new one million square foot TCB consists of a train station passenger platform level, train concourse level, ground level, second level, elevated bus level, and a 5.4 acre park level roof. The TCB is bounded to the east by Main Street, to the west by Second Street, to the north by Minna Street and the south by Natoma Street. The TCB will be approximately 1600 feet long, 180 feet wide, 60 feet below grade and 60 feet above grade.

The project includes a large utility relocation effort, encompassing the area between Second Street and Main Street and between Market Street and Howard Street. The work involves relocation of water lines, sewer lines, sludge lines, demolition of existing utilities and coordination with PG&E and all telecom agencies.

The 1800-foot long bus ramps are constructed as elevated roadways that connect the elevated bus level with the San Francisco-Oakland Bay Bridge and with bus storage under the Bay Bridge's west approach structure. These ramps will approach the TCB from the south and connect to the TCB at the southwest corner.

ROLE AND RESPONSIBILITIES

Masashi was one of the first members of the Transbay Transit Center project's preconstruction services team. He was responsible for managing (1) a temporary logistics plan, (2) project schedule (CPM), (3) design review, (4) value engineering, (5) providing construction information (methods, cost, duration, alternatives), (6) analyzing alternates and estimates, (7) cost estimation for each design stage, (8) analyzing cash flow, and (9) creating pre-qualification criteria and bid packages for heavy civil work such as: utility relocations, demolition of underground structures, removal of timber piles, installation of the buttress system, installation of CDSM (Cement Deep Soil Mixing Method) shoring wall, mass excavation, planning for and installation of internal bracing system/temporary bridges/crane trestle/dewatering system; micro-piles, geothermal system, waterproofing, underground concrete structure for high speed rail train box, and bus ramps including cable stay bridge construction. He was solely responsible for preparing the trades subcontractor bid packages for the buttress, shoring wall and excavation ($187million), and the bus ramp ($57million).

He also managed construction services for the buttress, shoring wall and excavation packages. His responsibilities included safety, quality, environmental protection, cost control, schedule and coordination with the project owner.

OTHER EXPERIENCE:

Field Engineer
(3/98 to 1/00)
Dhaka Five Bridges Project, Bangladesh Department of Transport
$25 M
Responsible for quality control, scheduling, and cost control, including piling, concrete work, girder fabrication, pre-stressing, and girder launching. The project included five pre-stressed concrete bridges, 100' to 740' long and 2-lanes wide, over rivers near Dhaka. Work included demolition of existing concrete bridges and foundations, cast-in-drilled-hole piles 4' diameter and 65' long, construction of 10 piers and 10 abutments; fabrication and launching of 60 I-shape, 100' long pre-stressed girders; and construction of a 1' thick concrete deck.

2

2 HOOVER DAM BYPASS BRIDGE

CLARK COUNTY, NV AND MOHAVE COUNTY, AZ

CONTRACT MANAGER

$114,000,000 | 100% | 9/2007 - 4/2009

OWNERS CONTACT INFORMATION

Ed Hammontree, Branch Chief	T. 720.963.3724
E. ed.hammontree@dot.gov	# DTFH68-05-C-00005

PROJECT DESCRIPTION

Obayashi Corporation, in joint venture with PS Mitsubishi, was the general contractor responsible for construction of the largest concrete arch bridge in North America. Self-performed work included rock excavation by blasting, bridge foundations, bridge structural concrete, bridge structural steel, cable-stayed temporary supports, traffic control and maintenance.
The project required a number of highly complex engineering and design integration activities. We self-performed most of the construction for foundations and substructure, as well as the superstructure, for a 1,905 foot long open-spandrel concrete arch bridge built in the Black Canyon 890' over the Colorado River and 1,500 feet downstream from Hoover Dam. The bridge has four lanes (two each way) and a pedestrian walkway. The span across the canyon has two concrete arches that we supported by a temporary stay cable bridge system until the arches were connected at the center. At the completion of construction the bridge was classified as the longest concrete arch span in the western hemisphere and the fourth longest of its kind in the world, with the tallest precast columns in the world.

ROLE AND RESPONSIBILITIES:

Masashi was responsible for resolving a number of complex engineering and project management issues that required coordination with all job site staff and other stakeholders. His construction management skills were applied to issues of safety, quality control, scheduling, cost control, logistics planning, change order control and construction law. Masashi's contributions played a key role in our successful project completion.

OTHER EXPERIENCE:

Field Engineer
(11/96 to 1/97)
41 Meino Road and Shimizu Utility Tunnel Project, Nagoya, Japan
$28 M
Responsible for quality control, schedule control, cost control and documentation of change orders for bridge and tunnel work that included slurry walls, pilings, excavation, concrete work, and steel fabrication for substructures. The project involved construction of substructures for the elevated highway and a connected utility tunnel.

41 Meino Road and Shimizu Utility Tunnel Project, Nagoya, Japan

3

3 GOLDEN GATE BRIDGE RETROFIT, PHASE II

SAN FRANCISCO, CA

PROJECT CONTROLS MANAGER

$155,000,000 | 100% | 6/2004 - 9/2007

OWNERS CONTACT INFORMATION

Ewa Bauer, District Engineer	T. 415.923.2284
E. ebauer@goldengate.org	# 99-B-5

PROJECT DESCRIPTION

Golden Gate Bridge Seismic Retrofit (Phase II), South Approach Structures, in San Francisco for the Golden Gate Bridge, Highway and Transportation District ($155 million). The project included adding and replacing approximately 3.7 million lbs. of structural steel, placing 13,000 cubic yards of structural concrete, and installing 5.5 million lbs of structural steel plates to seismically update the south approach structure and suspension cable anchorage for this historic bridge.

The retrofit included five structures of the South Approach: the south approach viaduct, south anchorage housing, two south pylons, and the Fort Point Arch. Major aspects of the work involved retrofitting the riveted steel support spans in the south approach viaduct; strengthening and/or replacing the bottom lateral bracing and vertical support steel in the south approach viaduct; construction of internal shear wall supports and replacement of the west wall the south anchorage housing; installation of five million lbs. of steel plate inside and outside of the two sets of 220' tall concrete pylons; and installation of seismic isolation bearings and dampers on the support arch over Fort Point. The concrete exterior of the south anchorage housing in forms were replicated the original rough lumber finish.

ROLE AND RESPONSIBILITY

Masashi was responsible for various engineering tasks related to safety, quality control, scheduling, cost control, logistics planning, change order control, technical submittals and drawings, subcontracts administration and management of field operations.

OTHER EXPERIENCE:

Field Engineer
(9/95 to 11/96)
Tokai-Obu Overpass Project, Nagoya, Japan
$21 M
Responsible for quality control, schedule control and cost control for a highway overpass project that included 64 ridged foundations, 8' wide, 10' to 23' long and 65' to 100' deep; and 15 three-column ridged frame prestressed concrete substructures, 30' to 70' high.

Tokai-Obu Overpass Project, Nagoya, Japan

YEARS OF EXPERIENCE:

23 YEARS

WILL REAMES, PE

DEMOLITION MANAGER

LICENSING/ REGISTRATIONS

» CA Registered Civil Engineer, #54522

EDUCATION

» B.S. Degree in Civil Engineering, San Jose State University, 1991

CAREER HISTORY

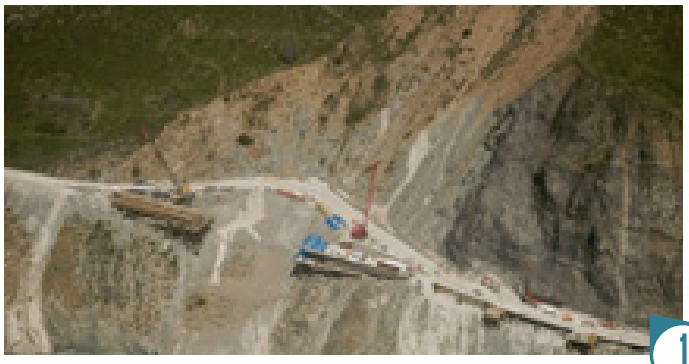
Will has over 23 years of experience working in the construction field for designers, owners and contractors. His knowledge from of project owner perspective provides an understanding of the requirements and approvals required to launch a project. His experience working for Caltrans in both construction and design brings the exact skills needed to successfully deliver a CMGC project.

Will's construction experience demolishing and replacing bridges over environmentally sensitive aquatic and riparian habitats is extensive. He has replaced or repaired bridges over ***Ten Mile River, Mad River, Humboldt Bay, Burger Creek, Eel River, Deer Creek, Pitt River, San Francisco Bay*** and many other aquatic environments. Will fully understands the permitting agencies and their requirements and his ability to construct technically challenging projects requiring ***"out of the box" innovation*** and ***environmental stewardship,*** under budget and ahead of schedule, is recognized by clients and peers alike.

On every bridge project, Will has been responsible for demolition of the existing bridge. He is very familiar with the demolition of steel and concrete structures and how to accomplish the demolition in a safe and environmentally responsible manner. Extensive engineering, planning and organization are required to accomplish these projects in a safe and efficient process.

Prior to beginning a project, Will carefully plans every operation. His management skills bring the owner, construction and stakeholder members together as a ***"Team"*** to analyze ***safety,*** environment, access, schedule and budget. His knowledge of engineering and construction provides the tools to view operations from multiple angles, narrowing down to the safest, most cost effective approach.

Will's technical background, professional registration, career experience and hands-on knowledge bring are skill sets required for the SFOBB Demolition CMGC Project during both the preconstruction and construction phases.



1

1

RELEVANT PROJECT EXPERIENCE:

1 PITKINS CURVE BRIDGE & RAIN ROCKS ROCK SHED

LUCIA, CA

SENIOR PROJECT MANAGER

OWNERS CONTACT

Charles Hench
T. 805.927.4559
E. charlie.hench@dot.ca.gov
05-0E9604

$33,500,000 | 100% | 10/2009 - 1/2014

PROJECT DESCRIPTION

Pitkins Curve is located along Hwy 1 approximately 55 miles south of Monterey, CA. Active slides and intermittent falling rock presented the need for a bridge and rock shed as these events resulted in escalating maintenance costs. One-way traffic control was installed and maintained throughout the duration of the project. The project involved construction of a structural concrete rock shed, retaining walls, cast-in-place concrete segmental cantilever bridge and cast-in-place post tensioned box girder concrete bridge. The rock shed is 240' in length with two 12' travel lanes, each with 4' shoulders. The bridge is 3 spans with a total length of 640' in length with two 12' travel lanes.

ROLE AND RESPONSIBILITIES

Will was responsible for the management and ultimate success of the project. His duties included: safety, project progress updates, collaboration with Caltrans on design revisions, project controls, schedule, management and organization of the project, quality, environmental compliance, and relations with stakeholders.

This project required innovation and careful organization because of its remote location. Every aspect of the project was technically challenging and required daily planning. Will worked closely with Caltrans on critical design changes made to the Rain Rocks rock shed, providing constructability reviews, schedule durations and estimated costs. The leadership Will provided led the way to this project receiving the Caltrans "Partnering Success in Motion Gold Award" for 2013. Will's organizational skill, technical knowledge and experience made this very challenging project in a remote location one of the company's safest projects and an industry icon for quality.

2 EMERGENCY REPAIR PITKINS CURVE SOLDIER PILE & TIEBACK WALL

LUCIA, CA

SENIOR PROJECT MANAGER

OWNERS CONTACT

Charles Hench
T. 805.927.4559
E. charlie.hench@dot.ca.gov
05-1A5704

$ 5,450,000 | 100% | 6/2011 - 12/2013

2

PROJECT DESCRIPTION

During construction of the Pitkins Curve Project, a slide occurred within the project area. The slide undermined the approach to the newly constructed bridge, preventing competent access to the structure approach. Caltrans issued an emergency contract to retain the slide and install a soldier pile tieback wall to stabilize the highway. GSB drilled 24" diameter holes, 60' deep for the installation of 40 each HP 14x117 soldier pile, 101 each tiebacks and 1,221 timber lagging members to construct 314' of retaining wall. All work was constructed adjacent to live traffic with one-way traffic control. A concrete barrier slab was constructed atop the soldier pile wall along with concrete barriers, each containing intricate architectural relief elements. All work was constructed concurrent with the Pitkins Curve project, requiring a careful balance of both manpower and equipment resources. The additional wall did not impair reaching critical milestones associated with the original bridge and rock shed contract.

ROLE AND RESPONSIBILITIES:

Will was given the responsibility of completing this emergency contract without it impacting the ongoing Pitkins Curve project. This added another level of complexity to an already challenging task. The challenge was managing the resources, storage areas and contracts while maintaining the schedule. ***Will organized work operations and resources such that the two would complement and not conflict with each other.*** He carried the same duties and responsibilities as Pitkins Curve but with even more coordination and cooperation with Caltrans. This emergency contract was completed without impacting the progress or success of Rain Rocks. Executing this work successfully clearly demonstrates Will's management and organizational skills.

3

REPLACE MAD RIVER BRIDGE

EUREKA, CA

SENIOR PROJECT MANAGER

OWNERS CONTACT

Tom Fitzgerald
T. 707.496.6614
E. tom.fitzgerald@dot.ca.gov#
01-296104

$ 42,000,000 | 100% | 10/2008 - 6/2013

PROJECT DESCRIPTION

This project is located along Hwy 101 over the Mad River near Eureka, CA. The work involved demolition and replacement of the twin steel truss bridges with two new post tensioned concrete box girder bridges. Each of the new bridges have a length of 800' over four spans. The three piers for the bridges are located within the Mad River. Removal of the existing bridges and construction of the piers involved working within a highly environmentally sensitive river area and riparian habitat. The pier foundations were constructed on 84" diameter steel shell driven piles. Environmental restrictions required the use of pile attenuation systems to protect biological species. This project required innovative approaches to access, pile driving, demolition and bridge construction.

3

ROLE AND RESPONSIBILITIES

Will was responsible for the management and ultimate success of the project. His duties included: safety, project progress updates, partnering with Caltrans, project controls, schedule, management and organization of the project, quality, environmental compliance, welding quality control, and relations with stakeholders. This project was in a remote location along the northern California coast. Because of the remoteness from metropolitan resources, organization and planning was the key to its success. The project received Partnering Awards from Caltrans in 2008, 2009 and 2010 as well as the Caltrans "Excellence in Transportation Award" in 2010.

4

4 REPLACE BRIDGE OVER 10 MILE RIVER

FORT BRAGG, CA

SR. PROJECT MANAGER

$50,122,733 | 100% | 1/2007 - 8/2010

OWNERS CONTACT INFORMATION

Matt McKeon	T. 707.496.4356
E. matt.mckeon@dot.ca.gov	# 01-385704

4

PROJECT DESCRIPTION

This project is located along Hwy 1 over the 10 Mile River near Fort Bragg, CA. The work involved construction of a new post tensioned concrete box girder bridge over 10 Mile River and subsequent removal of the existing bridge. The new bridge has eight spans, a total length of 1480' and a width of 55'.

ROLE AND RESPONSIBILITY

Will was responsible for the management and ultimate success of the project. His duties included: safety, project progress updates, partnering with Caltrans, project controls, schedule, management and organization of the project, quality, environmental compliance, welding quality control, and relations with stakeholders. This project was in a remote location along the northern California coast. Because of the remoteness from metropolitan resources, organization and planning was the key to its success. The project received Partnering Awards from Caltrans in 2008, 2009 and 2010 as well as the Caltrans "Excellence in Transportation Award" in 2010.

YEARS OF EXPERIENCE:

30 YEARS

KENNETH TULLY

CONTROLLED BLASTING SPECIALIST – CONTRACT DRILLING & BLASTING, LLC

LICENSING / REGISTRATIONS

- Federal Explosives License, issued by the ATF
- Explosives User's License, State of Florida
- Licensed Blaster in the states of AL, AR, FL, SC, VA, NJ, PA, MO, NC, NYC, LA, MD, GA
- Licensed Blaster in the province of BC.(Licenses Previously Held in NS, WV,TN)

EDUCATION

- Bachelor of Science Degree, Major in Geology; Saint Mary's University, Halifax, NS

PRESENTATIONS / PUBLICATIONS

- Federal Explosives License, issued by the ATF
- Explosives User's License, State of Florida
- Licensed Blaster in the states of AL, AR, FL, SC, VA, NJ, PA, MO, NC, NYC, LA, MD, GA
- Licensed Blaster in the province of BC.(Licenses Previously Held in NS, WV,TN)

PROFESSIONAL EXPERIENCE

Contract Drilling & Blasting LLC (Jacksonville, FL, USA) // Geologist / Blasting Specialist / Drilling Consultant	11/08 - Present
Advanced Blasting Services (Mt. Pleasant, SC, USA) // Geologist / Blasting Specialist / Drilling Consultant	8/05 - 11/08
Independent Blasting Consultant (Parrsboro, NS)	10/08 – 7/05
Advanced Blasting Technologies (Princeton, WV) // Superintendent	6/97 - 9/98
TMG Rock Contractors Ltd. (Kingston, ON) // Atlantic Region Manager	11/95 - 6/97
Rockwork Construction (Dartmouth, NS) // Blaster in Charge	4/95 – 9/95
TMG Rock Contractors Ltd. (Nova Scotia Division) // Blaster in Charge	4/94 – 2/95
Risktech Consulting Services (NS) // VP, Manager of Seismic Operations	9/89 – 1/92
Seistech Blasting Consultants (Windsor, NS)- Owner // President	9/87 – 9/89
Atlantic Explosives Ltd. (Waverly, NS)- Seismic Technician	8/84 – 9/87

Experience includes the development and drafting of Blast Plans and shot designs for projects requiring explosives use, management of drilling and blasting operations for demolition projects and rock excavation projects, planning project timelines and schedules, supervising and working hands-on in the loading of shots, compiling blast reports, procuring permits, pre-blast and post-blast inspections, seismograph operation, vibration prediction and analysis, water overpressure predictions, determination of Marine Mammal

exclusion zones (including PTS and TTS zones) for underwater blasts. Projects have required extensive underwater drilling and blasting, controlled blasting of large concrete columns, piers and footings in close proximity to new bridges and structures, explosives demolition of smoke stacks, steel superstructures, industrial & commercial buildings, rock trenching and mass rock excavation (both in remote areas and in close proximity to existing structures), shafts and tunnels. Experienced in the operation of numerous types of rock drills including percussion, hydraulic, air track, and coring rigs. Experienced in the application of conventional explosives, shaped charges, electric and non-electric detonators, conventional blasting machines and remote controlled blasting machines. Experienced in designing and implementing bubble curtains for marine blasting projects.

RELEVANT PROJECT EXPERIENCE:

DEMOLITION OF THE COOPER RIVER BRIDGES

COOPER RIVER, CHARLESTON, SC

CONTROLLED BLASTING SPECIALIST

$2,100,000 BLASTING PORTION

50%

8/2005 - 4/2007

PROJECT DESCRIPTION

The project was located on the Cooper River between Charleston and Mount Pleasant, South Carolina. The work entailed drilling and blasting the support columns, stems and foundations of the two old existing bridges as close as 60 feet from the new Ravenel Bridge. Marine life in the area included protected sea turtles and Dolphins. There were a total of over 75 structures including columns as tall as 185 feet as well as piers and foundations ranging up to 4500 cubic yards in size and in 65 feet of water requiring removal of up to 90 foot blast holes. Drilling of the piers and foundations required extensive use of templates, casing pipes, overburden pipes and liner pipes. The project required over 125 blasts being detonated. All blast results were in compliance with regulatory limits established for the project.

*This was not a CDB project however Ken Tully was the Superintendent, blast engineer/designer and blaster-in-charge for the project.

ROLE AND RESPONSIBILITIES

Ken Tully was the blasting specialist on the project responsible for the development of the blast plan submittal, blast designs, template design, lay-out of the blast hole patterns, supervising the drilling and blasting operations, loading of the explosives and conducting the blasting, submitting blast reports, coordinating the blast events with the demolition contractor, and overseeing the daily activities related to the drilling and blasting operations to maintain compliance with governing regulations and general project management.

OWNERS CONTACT INFORMATION

Leland Colvin	T. 802.737.5028
E. colvinld@scdot.org	# SCDOT file 10.158B

PORT MANN BRIDGE DEMOLITION

FRASER RIVER, COQUITLAM, BC CANADA

CONTROLLED BLASTING SPECIALIST

$1,200,000 BLASTING PORTION

50%

1/2014

PROJECT DESCRIPTION

The project is located in the Fraser River between Coquitlam and Surrey, British Columbia, Canada, a very prominent commercial waterway and fish habitat. Environmental and marine life protection during blasting is the top priority on the project. To date we have completed the blasting of two of seven large piers. The maximum allowable in-water overpressure is 30 kPa and the piers are located very close to the temporary work trestle and new bridge piers. The piers range in size from 26'x78' to 48'x144' with heights of the structures ranging from 22' to 50'. The piers also have varying designed numbers and sizes of voids within the concrete, some requiring the use of casing pipes for proper location of the designed blast holes. Drilling is conducted from the top of the piers and a drill barge will also be implemented. The blasting of the two piers completed to date generated maximum water overpressures of 13.3 kPa, with vibration levels and turbidity increases well below allowable limits.

ROLE AND RESPONSIBILITIES

Ken Tully was Contract Drilling & Blasting's blasting specialist on the project responsible for designing and conducting the drilling and blasting of 7 large bridge piers in 12 to 50 feet of water in a very environmentally sensitive river. This included the development of the blast plan submittal, blast designs, template design, lay-out of the blast hole patterns, supervising the drilling and blasting operations, loading of the explosives and conducting the blasting, submitting blast reports, coordinating the blast events with the demolition contractor, and overseeing the daily activities related to the drilling and blasting operations to maintain compliance with governing regulations and general project management.

A detailed resume with listing of successfully completed projects is available upon request. The following additional recently completed projects with relevance to this project are highlighted in Appendix C -Form B's:

- Willis Avenue Bridge Demolition – Swing Pier & Rest Pier demolition/ blasting (2011)
- PPL Holtwood Power Plant Expansion – Blasting Skimmer Walls & Closure Walls (2013)

OWNERS CONTACT INFORMATION

Linda Meindersma, Transportation Investment Corp	T. 778.783.1282
E. lmeindersma@ficorp.ca	# PMH1

YEARS OF EXPERIENCE:

33 YEARS

JACK HARPER

LEAD ESTIMATOR

EDUCATION

» Washington State University, Bachelor of Science, Civil Engineering

1-70 MOUNTAIN CORRIDOR

"**Led by Jack Harper, Obayashi's Estimating Manager, the team created a thorough cost model that provided an excellent open book approach to the project. Their cost model along with input on schedule, phasing, risks, constructability, and cost was a direct factor in the success of the project and opening the eastbound Twin Tunnel bore ahead of schedule while saving CDOT nearly $4 million in project costs.**"

--- Benjamin Acimovic, PE
Resident Engineer
Region 1 - 1-70 Mountain Corridor

CAREER HISTORY

Jack has 33 years of heavy civil engineering, management, and construction experience with an emphasis in complex bridge, tunneling, pile driving, and retrofit projects. Jack has strong communications skills and works well with staff and owners. His skills also include estimating, jobsite safety, planning, scheduling, job cost detailing, procurement, quality control, and team building.

Estimating Manager, Obayashi Corporation

» (11/10 to present) for Obayashi's North American Regional Headquarters for Heavy/Civil Operations located in Burlingame, CA. Responsible for preparing and overseeing estimate preparation, review and bid closing for tunnels, roads, and bridges on many large-scale heavy/civil projects located throughout North America including design build projects in Southern California and Washington DC area and Canada.

» Involved with estimating and negotiating the multiple stage GMP's for the CDOT I-70 EB and WB tunnel widening CMGC projects.

» Supervision of multiple GMP estimates for the San Francisco Transbay Transit Center CMGC project.

» Involved with preparation of the preconstruction services estimate for the Silver Lake Reservoir Complex Storage Replacement

Vice President & Chief Estimator, William P. Young
(1/00 to 10/10) for William P. Young Construction. Responsible for identifying bid opportunities, preparing and overseeing estimates, and developing strategies for bid package presentations; acquiring bid bonds and insurance quotes; coordinating project turnover, including budgets, schedule, and equipment; handling change orders, tracking accuracy of estimates with actual production rates from cost reports; maintaining estimating program, and training and mentoring estimators. Worked closely with the president and operations manager. Participated on the safety committee and helped create a productive environment that resulted in a greatly improved safety record.

RELEVANT PROJECT EXPERIENCE - ATKINSON CONSTRUCTION EXPERIENCE, 1981 – 1999:

1 BATH IRONWORKS LAND LIFT AND TRANSFER FACILITY PROJECT
BATH, ME

SUPERINTENDENT

$ 225,000,000 | 100% | 7/1999 - 12/1999

PROJECT DESCRIPTION

The project consisted of creating a new wharf facility with an associated rail system that allowed the naval ships being built to be rolled off the new concrete wharf onto a floating dry-dock for transport to deep water launching.

ROLE AND RESPONSIBILITIES

Responsible for supervising the pile driving barges, improving efficiencies and methods, and engineering a staylath system to maintain pile alignment.

2 I-280 SEISMIC RETROFIT, CHINA BASIN PROJECT
SAN FRANCISCO, CA

PROJECT ENGINEER

$ 82,000,000 | 100% | 12/1994 - 8/1998

PROJECT DESCRIPTION

The project consisted of the seismic retrofit of a 3.5 mile segment of freeway. The work included footing retrofit, driving both 18-inch diameter pipe piling, 24-inch CIDH piling, tie-down anchors, drill and bond dowels, retrofit of the pier caps, installation of steel column casings. Also extensive temporary support work to support the existing structure while the bridge columns were removed and replaced, along with the relocation of the existing Caltrain commuter rail and the installation of new track signalization.

ROLE AND RESPONSIBILITIES:

Responsible for supervising and scheduling field crews and equipment; handling project CPM and updates; supervising project subcontractor administration, handling weekly cost and productivity reviews; estimating and negotiating change orders with owner; project scheduling, pricing, and coordinating the design and installation of temporary supports. Also responsible for temporary support design coordination, fabrication, and erection.

3 MCCARRAN INTERNATIONAL AIRPORT TUNNEL PROJECT

LAS VEGAS, CA

PROJECT ENGINEER

OWNERS CONTACT

Nevada DOT
T. 775.888.7000

$ 74,000,000 | 100% | 10/1992 - 12/1994

PROJECT DESCRIPTION

Construction of a 2,500 ft long, 150 ft wide, 28 ft deep tunnel utilizing the cut and cover method under the main east-west runways of the airport. Also included re-routing the existing airport drainage and runway electrical utilities. The tunnel carried 3 lanes of traffic in each direction, with a center section for future rail use

ROLE AND RESPONSIBILITIES:

Responsible for supervising a staff of nine, and for handling project CPM and updates, change order pricing and negotiations, lift drawings, subcontractor administration, form design, and equipment procurement. Prepared blasting plans for drill and shoot of rock excavation for main tunnel and storm drain lines.

4 JIMTOWN-VERRAZZANO BRIDGE PROJECT

NORTH KINGSTOWN, RI

OFFICE ENGINEER/ SUPERINTENDENT

OWNERS CONTACT

DOT State of Rhode Island
T. 401.222.2450

$ 132,000,000 | 100% | 8/1989-10/1992

PROJECT DESCRIPTION

Construction of a 7,350 lf segmental box girder bridge, with a clear span of 135 feet, over Narragansett Bay.

ROLE AND RESPONSIBILITIES:

Office Engineer (7/91 to 10/92), **Piledriving Superintendent** (8/89 to 7/91) Supervised six engineers, managed the completion of lift drawings, contract submittals, and subcontractor administration. Also responsible for pile driving derrick barges for 24-inch diameter steel piling up to 250 feet long, HP 14x117 steel piling and 36-inch precast concrete cylinder piling, construction of bridge foundations, and design of the support system/pile driving templates.

YEARS OF EXPERIENCE:

26 YEARS

JIM GALLEGO, PE

SCHEDULER

LICENSING/ REGISTRATIONS

» Registered Professional Engineer, State of California. No. 55575

EDUCATION

» B.S., Civil Engineering, Texas A&M University (1987)

CAREER HISTORY

Jim has been a construction engineer on transportation projects throughout California, Oregon, Washington, Utah and Nevada. He has worked on the conventional Design – Bid – Build, and Design Build projects. Jim has reviewed and developed schedules for construction of new sound walls, retaining walls, bridges, highway roadwork, and water distribution projects. Over the course of his career, the value of the projects worked on has exceeded over a billion dollars. In addition, Jim has developed manuals and has trained engineers to use multiple computer scheduling programs. He has tracked and reviewed contractor submittals for bridge falsework, temporary earth retaining structures, portland cement and asphalt concrete mix designs, and bridge demolition plans. Jim specializes in the analysis and implementation of Critical Path Method (CPM) project schedules. In addition, he has also developed project scheduling training seminars. One training seminar was designed to show Resident Engineers and Structure Representatives how to review, accept and update construction baseline project schedules. Other training seminars include educating users on Oracle P6, and Primavera Project Planner (P3) and SureTrak 3.0 scheduling software. In addition to his construction experience, he has managed over 300 Caltrans Office of Structure Construction (OSC) field computers located throughout California. In this role, Jim developed computerized forms and spreadsheets for Caltrans, including travel expense claims, portland cement concrete mix designs, Boussinesq Strip Loading, rebar weight calculations, asphalt concrete mix designs and various interoffice documents.

RELEVANT PROJECT EXPERIENCE:

SENIOR PROJECT SCHEDULER
GALLEGO CONSULTING SERVICES, INC.,
VARIOUS WATER PROJECTS LOCATED THROUGH NORTHERN CALIFORNIA
(100% ON JOB, 2005-PRESENT)

Jim was responsible for the development and maintenance of baseline and update schedules for various water projects in the Sacramento Region. These projects include the flume replacement, sanitary sewer system replacement, new force main, and pump replacements. The value of this work was well over $200 million. Jim was responsible for creating baseline, updates and Time Impact Analysis schedules. Jim has used Oracle P6, Primavera Project Planner (P3), and Microsoft Project to develop Baseline schedules for these projects. Jim has created multiple project schedules that were also revenue and resource loaded.

CONTACT:
Jim Pelletier
T. 916.343.1542,
E. jpelletier@radoscompanies.com

CONTACT:

Meshack Okpala
T. 916.718.8051
E. meshack_okpala@dot.ca.gov

SENIOR PROJECT SCHEDULER
GALLEGO CONSULTING SERVICES, INC.,
CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 03, SACRAMENTO, CA
(100% ON JOB, 2010-2012)

Jim was responsible for reviewing Update and Time Impact Analysis schedules for the $58-million HOV widening project on Highway 50 from Watt to Sunrise in Sacramento, CA. Jim also was tasked with developing TIA schedules based on Caltrans' understanding of the impacting events and comparing the overall impact compared to the Contractor developed TIA schedules. Jim worked closely with Caltrans personnel to assist in the negotiations to resolve time impacts to the Project. Oracle P6 was used on this project.

CONTACT:

Ralph Gleffe
T. 509.834.1170
E. ralph.gleffe@gcinc.com

Chris Burke
T. 775.875.2864
E. chris.burke@gcinc.com

SENIOR PROJECT SCHEDULER
GALLEGO CONSULTING, INC.,
DESIGN-BUILD PROJECTS IN OREGON, UTAH, AND WASHINGTON
(100% ON JOB, 2006-2012)

As the senior project scheduler for various Joint Ventures sponsored by Granite Construction Company, Inc. Jim has provided on-call scheduling services for the $120-million US20 Design Build Project in Oregon, the $182-million I-15 NOW Design Build Project in Utah, and the $360-million SR-520 Design Build Project in Bellevue, Washington. These on-call scheduling services included developing training on use of software (P3 and P6), schedule updates, Time Impact Analysis schedules, and recovery schedules. All of these P3 and P6 schedules were revenue and resource loaded schedules.

CONTACT:

Ben Ghafghazi
T. 510.867.6181
E. ben.ghafghazi@dot.ca.gov

SENIOR PROJECT SCHEDULER
GALLEGO CONSULTING, INC.,
CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 04, OAKLAND, CALIFORNIA (100% ON JOB, 2007-2010)

Jim was responsible for the review and acceptance of the Baseline, Updates and Time Impact Analysis schedules for the $180 million Oakland Touchdown Phase 1 bridge replacement project. This project involved the construction of three bridge frames as part of the San Francisco – Oakland Bay Bridge Replacement project. The schedules on this project were created using Primavera Project Planner (P3) scheduling software and were resource and revenue loaded.

CONTACT:

Design // Jess Avila
T. 916.919.1452
E. jess_avila@dot.ca.gov

Construction // Carl Berexa
T. 916.952.6800
E. carl_berexa@dot.ca.gov

SENIOR PROJECT SCHEDULER, GALLEGO CONSULTING, INC., CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 03, SACRAMENTO, CALIFORNIA (100% ON JOB, 2007-2010)

Jim developed a Risk Analysis Baseline schedule for the Lincoln Bypass Project. He developed all aspects of the Baseline schedule, including determining scope of work, developing Work Breakdown Structure, Activity Coding, Project Calendars, and Activity Logic. Working closely with the client, He was able to expedite the schedule development to create a Baseline schedule with 1182 activities so that the Designers could perform an analysis of the project's potential risks. The Engineer's Estimate of the Lincoln Bypass was $171-million. Jim used Primavera P5 to develop this Baseline schedule. During the Construction phase, Jim assisted the Resident Engineer with Baseline, Update and Time Impact Analysis reviews. Jim worked closely with Caltrans personnel to assist in the negotiations to resolve time impacts to the Project. All of this schedule work required the use of Primavera P6.

CONTACT:

David Smith
T. 916.761.4594
E. david.smith@gcinc.com

SENIOR PROJECT SCHEDULER, GALLEGO CONSULTING, INC., STATE ROUTE 22 DESIGN-BUILD WIDENING PROJECT, ORANGE COUNTY, CALIFORNIA $390M (100% ON JOB, 2003-2008)

Jim was responsible for the development and maintenance of the bid check schedule, preliminary 90-day schedule, baseline, and update schedules for this $390-millon design build highway widening project. Jim exclusively used Primavera Project Planner (P3) scheduling software to develop and maintain the resource and revenue loaded project schedule. Jim was responsible for all aspects of the project schedule specification including coding, calendars, layouts, filters, tabular reports and plots.

CONTACT:

John Litzinger
T. 408.718.0343
E. jlitzinger@hntb.com

SENIOR PROJECT SCHEDULE ANALYZER, HNTB CORPORATION, PENINSULA CORRIDOR JOINT POWERS BOARD (CALTRAIN) CENTRALIZED EQUIPMENT MAINTENANCE AND OPERATIONS FACILITY (CEMOF) DESIGN SCHEDULE, SAN JOSE, CALIFORNIA (100% ON JOB, 2003-2005)

Jim was responsible for implementing HNTB's design project schedule for design activities. Jim used Primavera Project Planner (P3) to develop and maintain the project schedule. During the schedule development process, Jim developed project coding, layouts and reports as required by the client (Caltrain).

CONTACT:

Thomas Fitzgerald
T. 707.496.6614
E. tom_fitzgerald@dot.
ca.gov

SENIOR PROJECT SCHEDULE ANALYZER, HNTB CORPORATION, CALTRANS DISTRICT 59 ON-CALL, ROCKLIN, CALIFORNIA (100% ON JOB, 2001-2003)

Jim was responsible for the project schedules of multiple transportation construction projects located throughout the Caltrans – North Region (Districts 1- 3). His responsibilities included analyzing project documents to ensure that contractor submitted project schedules (baseline and updated schedules) adhered to contract requirements. In addition, Jim implemented a training program advising Caltrans Resident Engineers and Structure Representatives on the proper processes and procedures for the implementation of the Critical Path Method progress schedule specification. Jim developed presentations, practice project schedules, Microsoft Excel schedule workbooks, and Microsoft Word training manuals. The training presentation and course materials allowed project engineers to calculate the forward and backward passes of a project schedule and to review all of the requirements of the Caltrans CPM specification.

YEARS OF EXPERIENCE:

16 YEARS

JUSTIN SEMION, BS, MBA, PWS

ENVIRONMENTAL/PERMIT MANAGER

LICENSING/ REGISTRATIONS

» Professional Wetland Scientist #2072

EDUCATION

» B.S. Degree in Environmental Science and Management, University of Michigan, 1999

» M.B.A in Sustainable Management, Presidio Graduate School, 2014

CAREER HISTORY

Prior to joining WRA, Justin completed environmental restoration and survey work with the Golden Gate National Recreation Area, worked as a permit analyst for Washtenaw County, Michigan's Clean Water Act Section 401 Sediment Control Program, and worked for the National Wildlife Federation preparing reports evaluating progress made by states in complying with the Total Maximum Daily Loads provisions of the Clean Water Act. Through this work he developed an understanding of the application of environmental law and permitting regulations from a variety of perspectives. From 2000-2001, he worked for the National Park Service Golden Gate National Recreation Area in the Americorps program planning, and completing ecological restoration projects in Muir Woods and the Presidio of San Francisco, where he gained an in-depth exposure to field restoration techniques and procedures specific to the San Francisco Bay Area.

In 2001, Justin joined Wetlands Research Associates (which became WRA, Inc.) as an Environmental Technician. During his time with WRA, he has participated in and managed dozens of diverse projects involving environmental impact assessment for the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), environmental permitting, restoration and habitat management, habitat mitigation planning and monitoring, and essential fish habitat evaluation. Through this technical experience he has been involved with every level of the environmental review and permitting process in California, including permit preparation, negotiation, and managing project compliance with CEQA, NEPA, and resource agency permit requirements. He also has experience working on a large number of projects requiring Caltrans Standard Environmental Reference documentation and is intimately familiar with that process. He has taught the 40-hour delineation course for the Caltrans environmental training program for the last five years.

Justin's technical expertise includes eelgrass and oyster surveys and mitigation implementation, wetland delineation, ecosystem functions and services evaluation, stream and riparian habitat assessments, rare and endangered species surveys and evaluations, wildlife corridor evaluation, vegetation monitoring, and fisheries ecology. He is a regional industry expert on intertidal and subtidal habitats, including eelgrass and oysters, and a participant in the development of the Subtidal Habitat goals project led by the California Coastal Conservancy and San Francisco Bay Conservation and Development Commission (BCDC). Justin's experience with environmental permitting includes Corps of Engineers Clean Water Act Section 404 Nationwide and Individual Permits, Endangered Species Act Section 7 and Essential Fish Habitat consultation with the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS), Regional Water Quality Control Board (RWQCB) Water Quality Certifications, San Francisco Bay Conservation and Development Commission (BCDC) permits, California Department of Fish and Wildlife (CDFW) Lake and Streambed Alteration Agreements and Incidental Take Permits, and San Francisco Bay Dredge Material Management Office (DMMO) permits. He also has broad experience implementing permit compliance, as well as mitigation and monitoring requirements of permits.

EXPLORATORIUM RELOCATION PROJECT, PIERS 15 AND 17

SAN FRANCISCO, CA

ENVIRONMENTAL PERMIT MANAGER

$205,000,000

20%

9/2009 - 9/2011

OWNERS CONTACT

Jim Suh
T. 415.905.5364
jsuh@wmspartners.com
19121

RELEVANT PROJECT EXPERIENCE:

PROJECT DESCRIPTION

The Exploratorium is a children's science institution in San Francisco, California that is relocating its existing museum to Piers 15 and 17 along The Embarcadero.

ROLE AND RESPONSIBILITIES

Justin obtained the Corps Clean Water Act and Section 10 Rivers and Harbors Act permits, RWQCB Section 401 Water Quality Certification, and RWQCB NPDES permit for a new outfall associated with the project's unique heating and cooling system. As part of the permitting process, he led the consultation with NMFS and CDFW, which involved analysis of potential hydroacoustic impacts to fish and marine mammal species. He also oversaw the attainment of an Incidental Harassment Authorization from the NMFS for potential impacts to marine mammals due to hydroacoustic pile driving impacts. The Section 7 consultation and Incidental Harassment Authorization processes resulted in establishing pile driving restrictions and biological monitoring requirements to avoid and minimize potential impacts to endangered species and marine mammals. Justin oversaw a team of biologists who carried out those monitoring requirements, and assisted the Exploratorium throughout construction in understanding and implementing permit requirements.

SANTA CLARA COUNTY BRIDGE SCOUR REPAIR PROJECT

SANTA CLARA COUNTY, CA (MULTIPLE LOCATIONS)

ENVIRONMENTAL PERMIT MANAGER

$60,000,000

20%

4/2010 - PRESENT

PROJECT DESCRIPTION

Twelve bridge locations within Santa Clara County were identified by Caltrans as having critical abutment scour necessitating repair.

ROLE AND RESPONSIBILITIES

Justin oversaw the completion of the NES and BA studies, coordinating with the U.S. Fish and Wildlife Service and National Marine Fisheries Service on avoidance and minimization for the project. He also assisted David J. Powers & Associates with permitting strategy, including responding to resource agency comments regarding the applications, and preparation of revegetation and monitoring plans for impacts to riparian vegetation surrounding the bridge sites. During bridge construction, Justin oversaw a team of biologists to complete preconstruction surveys and biological monitoring required by project permits and Caltrans. In this role, he was responsible for ensuring compliance with all project permits and environmental documentation.

OWNERS CONTACT INFORMATION

Faranak Mahdavi	T. 408.573.2478
Faranak.Mahdavi@rda.sccgov.org	#19158

SILICON VALLEY CLEAN WATER (SVCW) 48-INCH FORCE MAIN RELIABILITY IMPROVEMENT

REDWOOD CITY, CA

ENVIRONMENTAL PERMIT MANAGER

$50,000,000

20%

11/2010 - PRESENT

OWNERS CONTACT

Bob Donaldson
T. 510.504.2825
E. collaborativestrategies@gmail.com
DJPA TO# 2010-01, WRA TO#s 2012-01, 2013-01, 2013-06

PROJECT DESCRIPTION

Silicon Valley Clean Water (SVCW) provides wastewater treatment for much of the Silicon Valley in Santa Clara County, California.

ROLE AND RESPONSIBILITIES

Justin provided strategic support to the engineering team during project design phase. In this role, he analyzed potential permitting and permit compliance risks for different alignments and construction techniques, and worked with the engineering team to develop strategies to minimize and manage those risks. He worked in partnership with the USFWS Don Edward's National Wildlife Refuge to process key permit amendments needed to enable the construction of the 48-inch Force Main project, as well as coordination of the Endangered Species Act as a Section 7 Intra-agency consultant. As part of that consultation, Justin successfully negotiated avoidance and measures that minimized construction delays, adding three months to the available seasonal construction period for the project, and avoiding impacts to endangered species. He oversaw the entire project permitting process and biological resources analysis for the project CEQA and NEPA review. The project is currently under construction and Justin is actively managing all components of permit compliance during construction, including a recently completed permit amendment with BCDC to enable a new phase of construction. He also worked with the construction management team to address an incident involving a hydraulic fluid and diesel fuel spill at the Bair Island restoration site.

CLIPPER YACHT HARBOR EELGRASS SURVEYS AND MITIGATION

SAUSALITO, CA

EELGRASS SPECIALIST

$5,000,000

10%

5/2005 - 8/2009

PROJECT DESCRIPTION:

The Clipper Yacht Harbor completed an expansion and reconfiguration of their marina basin.

ROLE AND RESPONSIBILITY:

Justin led the pre- and post-construction survey efforts and implemented eelgrass mitigation through transplantation of eelgrass to a nearby suitable location for growth. Mitigation was completed using a modified Transplanting Eelgrass Remotely with Frames (TERF) approach. Mitigation monitoring required by project permits showed successful establishment of eelgrass at the end of the monitoring period.

OWNERS CONTACT INFORMATION

Eva Kanemoto	T. 415.332.3500
E. eva@clipperyacht.com	# 15007

YEARS OF EXPERIENCE:

45 YEARS

DON SOLEM

PUBLIC OUTREACH

EDUCATION

» B.A. Degree in Political Science, U.C. Berkeley, 1962

CAREER HISTORY

Since founding Solem & Associates in 1976, agency President Don Solem has led the firm to become one of the most respected independent public relations agencies in California with a solid reputation for delivering effective services to a broad range of clients in business, government, the nonprofit sector and politics throughout California and elsewhere in the country.

Don has primary responsibility for directing the agency's strategic development and business growth. He provides oversight, consultation and strategic direction to the agency's major accounts and has final creative and management responsibility for all Solem & Associates client projects, including major transportation and infrastructure projects throughout the Bay Area and California. Mr. Solem also heads the agency's government relations and political campaign practice areas.

Solem & Associates has received two of the industry's coveted Silver Anvil Awards, the highest honor given by the Public Relations Society of America, for excellence in public affairs. In 1995, the Silver Anvil was awarded for the agency's work to reform the City of San Francisco's governing charter. This effort included an extensive public affairs program followed by a successful public election. In 1989, the company was recognized for outstanding work integrating research, public relations and advertising for the Contra Costa Water District's Los Vaqueros Reservoir Project. Don headed the account teams responsible for design and implementation of both efforts.
Under his direction, the agency has received more than 100 other national, regional and local awards and honors for its public relations and advertising programs.

Prior to establishing Solem & Associates, Don served as assistant to the California State Senate Democratic Floor Leader, the late George R. Moscone. He has extensive Sacramento-based state government experience and also served as Executive Director of the California Democratic Party in 1969 and 1970. Prior to that, he managed numerous campaigns for candidates at all levels of elected office.

He currently serves as board chair of Oakland-based K to College which distributes school supplies to public school students from low-income families, and is a board member of the Moscone Institute for Public Service, the California Council on Environmental and Economic Balance and the Government Financial Strategies Institute Advisory Board. He formerly served on the UC Berkeley Institute of Governmental Studies National

Advisory Council. Don also is a former national board member of the Coro Foundation, former chair of the Northern California Coro Foundation, past president of the San Francisco Advertising Club and former chair of the Mill Valley Schools Community Foundation.

Alameda County EXPRESS LANES

1333 BROADWAY, SUITE 220, PHONE (510) 836-2560 . FAX (510) 836-2185

September 14, 2011

To Whom It May Concern:

Since 2006, Solem & Associates has provided public relations, media, community outreach and marketing for the I-680 Express Lane project, the first Express Lane in Northern California. I am the project manager for the Express Lane, and manage their work. They have done an excellent job for us.

In particular, they have demonstrated a special understanding of how to work effectively with a government agency -- on time and on budget.

Solem created all our materials, including fact sheets, FAQ, brochure, presentations, the project website www.680expresslane.org and a 4-minute how-it-works video.
They organized and managed the groundbreaking ceremonies for construction, continue to provide full media relations including strategy, press releases, interviews and acting as Project Spokesperson. Their creative marketing for the Express Lane project even included wrapping my car in advertising to get drivers on the I-680 Corridor to sign up for FasTrak.

I recommend them for future public relations work.
Sincerely,

Ray Akkawi
Director of Operations

ALBERT VANNIEKERK, PhD, PE

CONTROLLED BLASTING EXPERT – CONTRACT DRILLING & BLASTING, LLC

YEARS OF EXPERIENCE:

21 YEARS

LICENSING / REGISTRATIONS

- Professional Engineer (Registration # 20060162), Engineering Council of South Africa (ECSA)
- Bureau of Alcohol, Tobacco, Firearms and Explosives – Federal Explosives Permit
- New York City Fire Department (FDNY) – Unrestricted / All Purpose blasting license E10
- Puerto Rico Blasting License

EDUCATION

- Doctor of Philosophy (Explosives Chemistry), New Mexico Institute of Mining and Technology, Socorro, New Mexico, USA (1993)
- Master's Degree (Chemical Engineering), University of Pretoria, Pretoria, South Africa (1991)

PROFESSIONAL AFFILIATIONS/MEMBERSHIPS

- Western Dredging Association (WEDA) – (2010)
- National Demolition Association (NDA) – (2008)
- Florida Shore & Beach Preservation Association (FSBPA) – (2007)
- American Shore & Beach Preservation Association (ASBPA) – (2007)
- International Society of Explosives Engineers (ISEE) – (1990)
- American Institute of Chemical Engineers (AIChE) - (2012)
- Society of American Military Engineers (SAME) - (2012)
- American Chemical Society (ACS) – (2011)
- Society for Mining, Metallurgy & Exploration (SME) – (2000)
- South African Institute of Chemical Engineers (SAIChE) – (1987)

PRESENTATIONS/PUBLICATIONS

- WV Blaster's Training Seminar, Charleston, WV (Teacher - 2013)
- ISEE Panel Discussion on Electronic Detonators (Panelist - 2004)
- ISEE Conference (Poster Session – 2004, Presented Paper - 1997)
- MSHA Training Seminar, Beckley, WV (Teacher – 2004, 2003)
- 'Best in the West' ISEE Chapter Meeting (Speaker – 2004, 2003)
- Great Lakes ISEE Chapter Meeting (Speaker – 2003, 1999)
- High Tech Explosives Seminar (Presented Paper – 1997, 1995)
- Canadian Mining Conference (Presented Paper - 1997)
- South African Institute of Mining Engineers Annual Conference (Speaker - 1996)
- South African Institute of Chemical Engineers Annual Conference (Speaker - 1994)
- Develop "Train-the-Trainer" program for UNI Tronic™ Electronic Blasting System
- Master Trainer – UNI Tronic™ Electronic Blasting System
- Trainer – "Explosives Chemistry 101"
- vanNiekerk, A.P & Brower, K.R., "Decomposition of Composite Explosives Containing Ammonium Nitrate by transient adiabatic gas compression", Propellants, Explosives, Pyrotechnics, Volume 20 Issue 5, Pages 273 – 278 (2004)
- Development of Graduate Degree level course content: "Explosives Physics & Chemistry"
- M.Eng. Thesis: "Optimization of Emulsion Formation in CR-Mixer"
- PhD Thesis: "A Study of the Reaction Products from Detonation and Rapid Thermolysis of Emulsion Explosives"

PROFESSIONAL EXPERIENCE

Contract Drilling & Blasting LLC (Florida, USA) – (2007 to Present) // President / Principal Blasting & Blast Monitoring Consultant

CitySeismic LLC (New Jersey, USA) – (2008 to Present) // President / Principal Blast Monitoring Consultant

BlasTech L.L.C. (Minnesota, USA) – (2004 to Present) // President / Principal Blasting Consultant

Sasol North America Inc. (Minnesota, USA) – (1999 to 2004) // General Manager Operations
- » Sasol Mining Initiators (Pty) Ltd – (2002 to 2004)
- » Sasol DHB Holdings (Viking Explosives & Supply) – (1999 to 2002)
- » Sasol DHB Holdings (Continental Nitrogen & Resources) – (1999 to 2002)

Sasol Mining Explosives (Secunda, Witbank & Randburg, South Africa) – (1993 to 1999) // Manager, Bulk & Nitrates Business / Manager, Bulk Operations / Process Engineer

Center for Explosives Technology Research (Socorro, New Mexico) – (1990 to 1992) // PhD Researcher

In the first half of his career, Dr. vanNiekerk was responsible for Field Technical Services for the surface mining and quarrying division of a major (global top five) commercial explosives manufacturer based in South Africa, as well as for a US regional explosives supplier. He managed the Field Engineers and Technical Service Representatives in their support of blasting operations for mining and quarrying across South Africa and the USA. Control and mitigation of ground vibration and air blast overpressure are key elements to a successful surface blasting program, and implementation of monitoring programs were essential to the long-term success of these businesses. Dr. vanNiekerk also played a key role in the early years of the commercialization of electronic detonators in the North American and Caribbean markets, as Regional Manager of Sasol Mining Initiators (SMI). SMI commercialized the UNITronic™ electronic initiating system and Dr. vanNiekerk was responsible for extracting the value from precise timing in very sensitive blasting environments. Today the UNITronic™ system is one of the leading electronic blasting systems in the world.

Since 2007, Dr. vanNiekerk has been responsible for the implementation and execution of successful programs for the monitoring and control of ground vibration, air blast and underwater overpressure for several heavy civil construction projects. These projects ranged from extremely sensitive site development projects in New York City, to marine drilling and blasting projects across the USA.

As the principal in CitySeismic LLC, Dr. vanNiekerk was selected by the FDNY and the New York City Department of Buildings to oversee several critical monitoring and mitigation programs in the NYC metro area, where drilling and blasting were performed directly adjacent to or underneath, historical and landmark buildings and other sensitive structures in Manhattan.

As a member of the Vibration Monitoring Subcommittee of the International Society of Explosives Engineers, Dr. vanNiekerk was appointed to a subcommittee developing appropriate means and methods for monitoring close-in blasting vibration in urban environments.

WTC 224.545 GREENWICH STREET CORRIDOR CONSTRUCTION

WORLD TRADE CENTER, LOWER MANHATTAN, NEW YORK, NY

CONTROLLED BLASTING & MONITORING

$629,989

50%

11/2009 - 9/2010

RELEVANT PROJECT EXPERIENCE

PROJECT DESCRIPTION AND SITE CONDITIONS

Extremely confined jobsite location, with multiple active 3rd party contracts active in the same general area. Extremely sensitive infrastructure close by, such as minipiles supporting active subway line 15 ft away from blasting activities. Numerous regulatory agencies and outside stakeholders involved in blasting oversight. Secure facility required careful selection of all employees and subconsultants. The project was performed through the winter months into the summer, with drilling and blasting methods and blast monitoring protocols having to adjust to the varying seasons.
Blasting of very hard rock for subsequent excavation at the World Trade Center location in Manhattan, in very close proximity to active subway lines, other construction activities, pedestrian and vehicle traffic. Blasting vibration levels were extremely restrictive and no overbreak was allowed (bottom and sides of excavation). CDB designed, implemented and managed critical blasting operation in an extremely sensitive and secure location.

CDB's scope of work was expanded dramatically, to include monitoring of an active subway line during mechanical removal of rock from between minipiles supporting the concrete box carrying the subway line.

A detailed resume with listing of successfully completed projects is available upon request. The following additional recently completed projects with relevance to this project are highlighted in Appendix C, Form B's:

- Columbia River Channel Improvement – Rock Excavation (2009/2010)
- New York and New Jersey Harbor, Channel Navigation Improvement Project (All contracts requiring blasting: 2007-2014)
- Port Everglades Inlet Sand Management, Phase III (2008 – 2013)

OWNERS CONTACT INFORMATION

John Lizzo	T. 212.435.5118
E. jlizzo@panynj.gov	# WTC 224.545

B. APPENDIX B - LEGAL DOCUMENTS

GSB/OBAYASHI JV

SFOBB EAST SPAN
MARINE FOUNDATION
REMOVAL PROJECT

B.1

POWER OF ATTORNEY

OBAYASHI CORPORATION APPOINTS HIROKAZU ONOZAKI

GSB/OBAYASHI JV

OBAYASHI CORPORATION
San Francisco Office
577 Airport Boulevard, Suite 600
Burlingame, CA 94010

State of California
Department of Transportation
Administration
Division of Procurement and Contracts
1727 30th Street
Sacramento, CA 95816-7006

OBAYASHI

Attn: Denetia Floyd-Smith, Contract Analyst

Re: SFOBB East Span Marine Foundation Removal Project – Contract No. 040135CM

Appointment of Authorized Representative

Obayashi Corporation is a partner in **GSB/Obayashi Joint Venture** (Golden State Bridge Inc./Obayashi Corporation) intending to submit a Request for Qualifications Proposal to the California Department of Transportation for the above referenced project.

Obayashi Corporation hereby designates and appoints **Hirokazu Onozaki**, Senior General Manager, Obayashi Corporation as its **Attorney in Fact** to execute the qualification and proposal documents, and any other documents requiring submission, on its behalf; or to designate to another this same authority.

Signed:
Obayashi Corporation (Corporate Seal)

X_____
(Signature)
Yoshiharu Nakamura
Executive Officer

MAY 15, 2014
(Date)

B.2

POWER OF ATTORNEY

HIROKAZU ONOZAKI APPOINTS TO DAVID RICCITIELLO, GSB

GSB/OBAYASHI JV

OBAYASHI CORPORATION
San Francisco Office
577 Airport Boulevard, Suite 600
Burlingame, CA 94010

State of California
Department of Transportation
Administration
Division of Procurement and Contracts
1727 30th Street
Sacramento, CA 95816-7006

OBAYASHI

Attn: Denetia Floyd-Smith, Contract Analyst

Re: SFOBB East Span Marine Foundation Removal Project – Contract No. 040135CM

Appointment of Authorized Representative

Obayashi Corporation is a partner in **GSB/Obayashi Joint Venture** (Golden State Bridge Inc./Obayashi Corporation) intending to submit a Request for Qualifications Proposal to the California Department of Transportation for the above referenced project.

Obayashi Corporation hereby designates and appoints **David Riccitiello**, President, Golden State Bridge, Inc., as its **JV Authorized Representative** to sign the statement of qualification, proposal, and other qualification documents, on behalf of the Joint Venture.

Signed:
Obayashi Corporation

X_____
(Signature)
Hirokazu Onozaki
Senior General Manager

MAY 15, 2014
(Date)

B.3

JOINT VENTURE AGREEMENT

GSB/OBAYASHI JV

B.4

GSB ORGANIZATION DOCUMENTS

GSB/OBAYASHI JV

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, May 07, 2013. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	GOLDEN STATE BRIDGE, INC.
Entity Number:	C2572421
Date Filed:	01/09/2004
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	2990 BAY VISTA CT. SUITE D
Entity City, State, Zip:	BENICIA CA 94510
Agent for Service of Process:	DAVID KELLY RICCITIELLO
Agent Address:	2990 BAY VISTA CT. SUITE D
Agent City, State, Zip:	BENICIA CA 94510

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

Modify Search **New Search** **Printer Friendly** **Back to Search Results**

Copyright © 2013 California Secretary of State

CERTIFICATE OF AMENDEMENT OF

ARTICLES OF INCORPORATION

OF

GOLDEN STATE BRIDGE, INC.

DAVID RICCITIELLO CERTIFIES that:

1. He is the President, and Secretary of the Corporation and its sole director.

2. The following amendment to the articles of incorporation of the Corporation has been duly approved by the board of directors of the corporation.

Article VII of the Article of Incorporation is deleted in its entirety.

3. The amendment was duly approved by the required vote of shareholders in accordance with California Corporations Code § 902. The total number of outstanding shares entitled to vote with respect to the amendment was 20000, the favorable vote of a majority of such is required to approve the amendment, and the number of such shares voting in favor of the amendment equaled or exceed the required vote.

DAVID RICCITIELLO
PRESIDENT

DAVID RICCITIELLO
SECRETARY

The undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true and correct of his own knowledge and that declaration was executed on the 16th day of FEBRUARY 2007 at WALNUT Creek California.

DAVID RICCITIELLO
PRESIDENT

DAVID RICCITIELLO
SECRETARY

(Department of Corporations Use Only)
Fee Paid $ _____
Receipt No. _____

Department of Corporations File No., if any: _____

Insert File number(s) of Previous Filings Before the Department if any.

FEE: $25.00 $35.00 $50.00 $150.00

Circle the appropriate amount of fee. See Corporations Code Section 25608(c), and note below.

[Note: Pursuant to Corporations Code Section 25608.3 (See Commissioner's Release No. 115-C dated December 6, 2001), the maximum filing fee associated with the Corporations Code Section 25102(f) notice has been reduced from $300 to $150, effective January 1, 2002]

COMMISSIONER OF CORPORATIONS
STATE OF CALIFORNIA
NOTICE OF TRANSACTION PURSUANT TO CORPORATIONS CODE SECTION 25102(f)

A. Check One: Transaction under (X) Section 25102(f) ( ) Rule 260.103

1. Name of Issuer: Golden State Bridge, Inc.

2. Address of Issuer: 901 Howe Road, Martinez, CA 94553
Street City State ZIP

Mailing Address: 901 Howe Road, Martinez, CA 94553
Street City State ZIP

3. Area Code and Telephone Number: (925) 372-8000

4. Issuer's state (or other jurisdiction) of incorporation or organization: California

5. Title of class or classes of securities sold in transaction: Common Stock

6. The value of the securities sold or proposed to be sold in the transaction, determined in accordance with Corporations Code Sec. 25608(g) in connection with the fee required upon filing this notice, is (fee based on amount shown in line (iii) under Total Offering):

		California	Total Offering
(a)(i)	in money	$ 200,000	$200,000
(ii)	in consideration other than money	$ _____	$ _____
(iii)	total of (i) and (ii)	$ _____	$ _____

(b) ( ) Change in rights, preferences, privileges or restrictions of or on outstanding securities. ($25.00 fee) (See Rule 260.103.)

7. Type of filing under Securities Act of 1933, if applicable: _____

8. Date of Notice: _____

Golden State Bridge, Inc.
Issuer

( ) Check if issuer already has a consent to service of process on file with the Commissioner.

Authorized Signature on behalf of Issuer

Dave Riccitiello
Print name and title of signatory

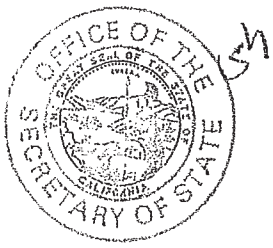
Name, Address and Phone Number of contact person:

Stanley A. Johnson, Law Offices of Stanley A. Johnson
2175 North California Blvd., Suite 715
Walnut Creek, CA 94596 (925) 974-1000

Instruction: Each issuer (other than a California Corporation) filing a notice under Section 25102(f) must file a consent to service process (Form 260.165), unless it already has a consent to service on file with the Commissioner.

A0617360

State of California



SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 21 2004

Kevin Shelley

Secretary of State

A0617360

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

SEP 16 2004

KEVIN SHELLEY, Secretary of State

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

Dave Riccitiello certifies that:

1. I am the incorporator of Western Coast Bridge, Inc. a California corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

I.

The name of the Corporation is Golden State Bridge, Inc.

3. No directors were named in the original Articles of Incorporation and none have been elected.

4. No shares have been issued.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: September 8, 2004

Dave Riccitiello,
Incorporator

OFFICE OF THE SECRETARY OF STATE

2s 12521

State of California

SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

Kevin Shelley

Secretary of State

2572421

ARTICLES OF INCORPORATION

OF

Western Coast Bridge, Inc.

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JAN 9 2004

KEVIN SHELLEY
Secretary of State

I

The name of the corporation is Western Coast Bridge, Inc.

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the GENERAL CORPORATION LAW of California other than banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Name:	DAVE RICCITIELLO		
Street Address:	185 South Via Lucia Lane		
City:	Alamo		
State:	California	Zip:	94507

IV

This corporation is authorized to issue only one class of shares of stock, which shall be designated "common" shares. The total number of such shares authorized to be issued is 50,000.

V

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

VI

The corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.

VII

Each holder of common shares shall have full preemptive or preferential rights, as these rights are defined by law, to subscribe for or purchase that holder's proportional part of any common shares that may be issued at any time by this corporation.

DAVE RICCITIELLO, Incorporator

OFFICE OF THE SECRETARY OF STATE

B.5

OBAYASHI ORGANIZATION AGREEMENTS

GSB/OBAYASHI JV

OBAYASHI CORPORATION
Shinagawa Intercity TowerB
2-15-2 Konan,
Minato-ku, Tokyo 108-8502
Japan.

15 July 2011

DECLARATION

I, Hiro Hazama, Senior General Manager of Overseas Business Division of **OBAYASHI CORPORATION** do hereby solemnly and sincerely declare;

1. That I am well acquainted with the Japanese and English Languages,

2. That the attached document, *"Certificate of All Present Items Recorded in Commercial Registration* "and *"The Articles of Incorporation"*, are true English translation from the original Japanese text,

And I make this solemn declaration conscientiously believing the same to be true and correct.

OBAYASHI CORPORATION

Hiro Hazama
Senior General Manager
Overseas Business Division

15-2, 2-chome, Konan, Minato-ku, Tokyo-to
Obayashi Corporation
Company No.0104-01-088742

CERTIFICATE OF ALL PRESENT ITEMS RECORDED IN COMMERCIAL REGISTRATION

Trade Name	Kabushiki Kaisha Obayashi-Gumi (Obayashi Corporation)
Main Office	15-2, 2-chome, Konan, Minato-ku, Tokyo-to
Method of Giving Public Notices	Notice to the public by the Corporation shall be given by electronically. http://www.obayashi.co.jp/koukoku/index.html However, if electronic public notice does not work due to any accident or other unavoidable reasons, such notice shall be given in the Mainichi Shinbun.
Establishment Date of Company	December 19, 1936
Purpose	1. Contracting of construction works; 2. Regional, urban, oceanic and environmental development, and other business relating to construction; 3. Engineering and management related to the preceding two items, including research, surveying, planning, devising, designing, and supervising; 4. Housing business; 5. Sale, purchase, exchange, lease, brokerage, ownership, caretaking, and utilization of real estate; 6. Operation of type 2 financial instruments and exchange business, investment advisory and agency business under Financial Instruments and Exchange Law; 7. Planning, construction, retention, maintenance, and management of such infrastructures as road, port, water supply and drainage, municipal building, educational and cultural facility, waste treatment facility, medical facility, and others; 8. Project of recovering environmental pollution like purification of soil, sediment of river and lake, water-quality of lake and sea; and collection, transportation, treatment, and recycling municipal and industrial wastes; 9. Power generation and supply of electricity and heat; 10. Dealing business of right of exhausting greenhouse gases; 11. Manufacture, supply, sale, and lease of construction machinery and equipment, and materials and equipment for temporary works; 12. Manufacture and sale of concrete products for construction, fireproof or nonflammable building materials, materials for interior and exterior of buildings, furniture and wooden products for buildings, and sale of civil engineering and building materials; 13. Undertaking of maintenance and care of buildings and related facilities and undertaking of security and guard services; 14. Acquisition, development, licensing for use, and sale of software, industrial properties, and know-how related to utilization of computers; 15. Operation of information processing service, business of information furnishing service, and supply of telecommunication circuits; 16. Sale, lease, and maintenance service of electronic office machinery and equipment including computers; 17. Management of health, medical, sport and leisure facilities, hotels and restaurants, and business of travel agency; 18. Sale of Medical machinery and equipment; 19. Operation of Temporary Personnel Placement Agency under the Temporary Personnel Placement Agency Act; 20. Undertaking of services relating to general affairs, personnel affairs, accounting matters etc.;

Adjustment number: ア 065310 * Underlined parts are erased matters.

15-2, 2-chome, Konan, Minato-ku, Tokyo-to
Obayashi Corporation
Company No.0104-01-088742

	21. Operation of insurance agency under the Automobile Accident Compensation Security Act and of nonlife insurance agency; 22. Landscaping, gardening, and tree planting; 23. Money-lending, suretyship on obligations and other financial services; 24. Consulting service related to the each item above; 25. Activities related to any of the preceding items.	
Number of Shares Making Up One Unit	1,000 shares	
Total Number of Shares Authorized to be Issued	1,224,335,000 shares	
Number of Shares Already Issued	721,509,646 shares	
Amount of Capital	¥57,752,671,801	
Name, Address and Business Office of Registrar of Shareholders	Mitsubishi UFJ Trust and Banking Corporation 4-5, 1-chome, Marunouchi, Chiyoda-ku, Tokyo-to Mitsubishi UFJ Trust and Banking Corporation, Securities Agency Business Dept. 4-5, 1-chome, Marunouchi, Chiyoda-ku, Tokyo-to	
Matters Relating to Officers	Director Takeo Obayashi	Reappointed on June 28, 2011 Registration, June 29, 2011
	Director Toru Shiraishi	Reappointed on June 28, 2011 Registration, June 29, 2011
	Director Makoto Kanai	Reappointed on June 28, 2011 Registration, June 29, 2011
	Director Makoto Kishida	Reappointed on June 28, 2011 Registration, June 29, 2011
	Director Shozo Harada	Reappointed on June 28, 2011 Registration, June 29, 2011
	Director Akihisa Miwa	Reappointed on June 28, 2011 Registration, June 29, 2011
	Director Tadahiko Noguchi	Reappointed on June 28, 2011 Registration, June 29, 2011

Adjustment number: ア 065310 * Underlined parts are erased matters.

15-2, 2-chome, Konan, Minato-ku, Tokyo-to
Obayashi Corporation
Company No.0104-01-088742

	Director Kenichi Shibata	Reappointed on June 28, 2011 Registration, June 29, 2011
	Director Nao Sugiyama	Reappointed on June 28, 2011 Registration, June 29, 2011
	Representative Director Toru Shiraishi 3-18, 4-chome, Ojidai, Sakura-shi, Chiba-ken	Reappointed on June 28, 2011 Registration, June 29, 2011
	Representative Director Takeo Obayashi 1-17-802 4-chome, Hiro, Shibuya-ku, Tokyo-to	Reappointed on June 28, 2011 Registration, June 29, 2011
	Representative Director Tadahiko Noguchi 27-8 5-chome, Inamuragasaki, Kamakura-shi, Kanagawa-ken	Reappointed on June 28, 2011 Registration, June 29, 2011
	Representative Director Makoto Kanai 1-8-249 5-chome, Tsurumaki, Setagaya-ku, Tokyo-to	Reappointed on June 28, 2011 Registration, June 29, 2011
	Representative Director Shozo Harada 30-1 3-chome, Kaga, Kashiwa-shi, Chiba-ken	Reappointed on June 28, 2011 Registration, June 29, 2011
	Corporate Auditor Shunroku Yasui	Reappointed on June 26, 2008
	Corporate Auditor Tamio Akiyama	Appointed on June 26, 2008
	Corporate Auditor Tatsunosuke Kagaya (Outside Corporate Auditor)	Appointed on June 25, 2010
	Corporate Auditor Yasutaka Kakiuchi (Outside Corporate Auditor)	Appointed on June 25, 2010
	Corporate Auditor Koda Tadatsuna (Outside Corporate Auditor)	Reappointed on June 28, 2011 Registration, June 29, 2011
	Accounting Auditors Ernst & Young ShinNihon LLC	Reappointed on June 28, 2011 Registration, June 29, 2011

Adjustment number: ア 065310 * Underlined parts are erased matters.

15-2, 2-chome, Konan, Minato-ku, Tokyo-to
Obayashi Corporation
Company No.0104-01-088742

Policy for Exoneration of Directors and Corporate Auditors from liability for the Corporation	According to Clause 1, Article 426 of the Company Law, by a resolution of the Board of Directors, the Corporation may exonerate Directors (including former Directors) within the limits of relevant law from their liability for damages sutiplated in Clause 1, Article 423 of the Company Law. According to Clause 1, Article 426 of the Company Law, by a resolution of the Board of Directors, the Corporation may exonerate Corporate Auditors (including former Corporate Auditors) within the limits of relevant law from their liability for damages sutiplated in Clause 1, Article 423 of the Company Law.	
Policy for limitation of Outside Board Members' and Outside Corporate Auditors' liability for the Corporation	According to Clause 1, Article 427 of the Company Law, the corporation may enter into a contract with Outside Board Members that set limits to liability for damages sutiplated in Clause 1, Article 423 of the Company Law. The limited claimable amount according to the contract said above against liability for damages shall be higher either which prescrived in advance and not less than 5 million Yen or stipulated in relevant law. According to Clause 1, Article 427 of the Company Law, the corporation may enter into a contract with Outside Corporate Auditors that set limits to liability for damages sutiplated in Clause 1, Article 423 of the Company Law. The limited claimable amount according to the contract said above against liability for damages shall be higher either which prescrived in advance and not less than 5 million Yen or stipulated in relevant law.	
Branch Offices	1. 6-11, 1-chome, Kamisugi, Aoba-ku, Sendai-shi	
	2. 4-17, 4-chome, Kanocho, Chuo-ku, Kobe-shi	
	3. 10-19, 1-chome, Higashisakura, Higashi-ku, Nagoya-shi, Aichi-ken	
	4. 1-25, Komachi, Naka-ku, Hiroshima-shi	
	5. 9-12, Shimokawabata-cho, Hakata-ku, Fukuoka-shi	
	7. 23-2, 2-chome, Tsuruya-cho, Kanagawa-ku, Yokohama-shi	Moved, on May 9, 2011 Registration, May 9, 2011
	8. 1-1, 4-chome, Nishi, Kitasanjo, Chuo-ku, Sapporo-shi	
	9. 11-11, Chuo-cho, Takamatsu-shi, Kagawa-ken	
	10. 3-28, 2-chome, Higashiodori, Chuo-ku, Niigata-shi	
	11. 15-2, 2-chome, Konan, Minato-ku, Tokyo-to (Overseas Business Division)	
	12. 4-33, Kitahama-Higashi, Chuo-ku, Osaka-shi	
Matters Relating to Company with the Board of Directors	Company with the Board of Directors	

Adjustment number: ア 065310 * Underlined parts are erased matters.

15-2, 2-chome, Konan, Minato-ku, Tokyo-to
Obayashi Corporation
Company No.0104-01-088742

Matters Relating to Company with the Corporate Auditors	Company with the Corporate Auditors
Matters Relating to Company with the Board of Corporate Auditors	Company with the board of Corporate Auditors
Matters Relating to Company with Accounting Auditors	Company with Accounting Auditors

This is a document certifying that the above are all of the items that are recorded in the Commercial Registration having effect presently.

July 6, 2011
Tokyo Legal Affairs Bureau Minato Branch
Registrar Hiroshi Yamamoto

Adjustment number: ア 065310 * Underlined parts are erased matters.

現在事項全部証明書

東京都港区港南二丁目１５番２号
株式会社大林組
会社法人等番号　０１０４－０１－０８８７４２

商　号	株式会社大林組
本　店	東京都港区港南二丁目１５番２号
公告をする方法	当会社の公告方法は、電子公告とする。 ｈｔｔｐ：／／ｗｗｗ．ｏｂａｙａｓｈｉ．ｃｏ．ｊｐ／ｋｏｕｋｏｋｕ／ｉｎｄｅｘ．ｈｔｍｌ 事故その他やむを得ない事由によって電子公告による公告をすることができない場合は、毎日新聞に掲載して行う。
会社成立の年月日	昭和１１年１２月１９日
目　的	１　建設工事の請負 ２　地域開発、都市開発、海洋開発、環境整備その他建設に関する事業 ３　前２号に関する調査、測量、企画、立案、設計、監理等のエンジニアリング及びマネージメント ４　住宅に関する事業 ５　不動産の売買、交換、貸借及びその仲介並びに所有、管理及び利用 ６　金融商品取引法に基づく第二種金融商品取引業及び投資助言・代理業 ７　道路、港湾、上下水道、庁舎、教育文化施設、廃棄物処理施設、医療施設その他公共施設等の企画、建設、保有、維持管理及び運営 ８　土壌浄化、河川・湖沼の底質浄化、湖水・海水の水質浄化等の環境汚染の修復に関する事業並びに一般廃棄物及び産業廃棄物の収集、運搬、処理及び再生利用 ９　発電並びに電気及び熱の供給 １０　温室効果ガス排出権の取引に関する事業 １１　建設機械、建設機械装置及び建設用仮設機材の製作、調達、販売及び賃貸 １２　建設用コンクリート製品、耐火・不燃建築材料、内外装建築材料、家具及び建築用木工品の製造及び販売並びに土木建築用資材の販売 １３　建物及び設備の保守管理の受託並びに保安警備の受託 １４　コンピュータの利用に関するソフトウェア、工業所有権及びノウハウの取得、開発、実施許諾及び販売 １５　情報処理サービス業、情報提供サービス業及び電気通信回線の提供 １６　コンピュータ等電子事務機器の販売、賃貸及び保守管理サービス １７　厚生、医療、スポーツレジャーの各施設、ホテル及び飲食店の経営並びに旅行業代理店業 １８　医療用機械器具の製造及び販売 １９　労働者派遣事業法に基づく労働者派遣事業 ２０　総務、人事及び経理等に関する業務の受託 ２１　損害保険代理業及び自動車損害賠償保障法に基づく保険代理業 ２２　造園、園芸及び植樹に関する事業 ２３　金銭の貸付、債務の保証その他の金融業 ２４　前各号に関するコンサルティング業務

東京都港区港南二丁目１５番２号
株式会社大林組
会社法人等番号　０１０４－０１－０８８７４２

	２５　前各号に関連する業務	
単元株式数	１０００株	
発行可能株式総数	１２億２４３３万５０００株	
発行済株式の総数並びに種類及び数	発行済株式の総数 ７億２１５０万９６４６株	
資本金の額	金５７７億５２６７万１８０１円	
株主名簿管理人の氏名又は名称及び住所並びに営業所	東京都千代田区丸の内一丁目４番５号 三菱ＵＦＪ信託銀行株式会社 東京都千代田区丸の内一丁目４番５号 三菱ＵＦＪ信託銀行株式会社　証券代行部	
役員に関する事項	取締役　大林剛郎	平成２３年　６月２８日重任 平成２３年　６月２９日登記
	取締役　白石達	平成２３年　６月２８日重任 平成２３年　６月２９日登記
	取締役　金井誠	平成２３年　６月２８日重任 平成２３年　６月２９日登記
	取締役　岸田誠	平成２３年　６月２８日重任 平成２３年　６月２９日登記
	取締役　原田昇三	平成２３年　６月２８日重任 平成２３年　６月２９日登記
	取締役　三輪昭尚	平成２３年　６月２８日重任 平成２３年　６月２９日登記
	取締役　野口忠彦	平成２３年　６月２８日重任 平成２３年　６月２９日登記
	取締役　柴田憲一	平成２３年　６月２８日重任 平成２３年　６月２９日登記

東京都港区港南二丁目１５番２号
株式会社大林組
会社法人等番号　０１０４－０１－０８８７４２

	取締役　杉　山　直	平成２３年　６月２８日重任 平成２３年　６月２９日登記
	千葉県佐倉市王子台四丁目３番地１８ 代表取締役　白　石　達	平成２３年　６月２８日重任 平成２３年　６月２９日登記
	東京都渋谷区広尾四丁目１番１７－８０２号 代表取締役　大　林　剛　郎	平成２３年　６月２８日重任 平成２３年　６月２９日登記
	神奈川県鎌倉市稲村ガ崎五丁目２７番８号 代表取締役　野　口　忠　彦	平成２３年　６月２８日重任 平成２３年　６月２９日登記
	東京都世田谷区弦巻五丁目１番８－２４９号 代表取締役　金　井　誠	平成２３年　６月２８日重任 平成２３年　６月２９日登記
	千葉県柏市加賀三丁目３０番１号 代表取締役　原　田　昇　三	平成２３年　６月２８日重任 平成２３年　６月２９日登記
	監査役　安　井　俊　六	平成２０年　６月２６日重任
	監査役　秋　山　民　夫	平成２０年　６月２６日就任
	監査役　加　賀　谷　達　之　助 （社外監査役）	平成２２年　６月２５日就任
	監査役　垣　内　康　孝 （社外監査役）	平成２２年　６月２５日就任
	監査役　香　田　忠　維 （社外監査役）	平成２３年　６月２８日就任 平成２３年　６月２９日登記
	会計監査人　新日本有限責任監査法人	平成２３年　６月２８日重任 平成２３年　６月２９日登記
取締役等の会社に対する責任の免除に関する規定	当会社は、会社法第４２６条第１項の規定により、取締役会の決議によって、取締役（取締役であった者を含む。）の同法第４２３条第１項の損害賠償責任を法令の限度において免除することができる。	

	当会社は、会社法第４２６条第１項の規定により、取締役会の決議によって、監査役（監査役であった者を含む。）の同法第４２３条第１項の損害賠償責任を法令の限度において免除することができる。
社外取締役等の会社に対する責任の制限に関する規定	当会社は、会社法第４２７条第１項の規定により、社外取締役との間に、同法第４２３条第１項の損害賠償責任を限定する契約を締結することができる。但し、当該契約に基づく損害賠償責任の限度額は、５００万円以上であらかじめ定めた額または法令が規定する額のいずれか高い額とする。 当会社は、会社法第４２７条第１項の規定により、社外監査役との間に、同法第４２３条第１項の損害賠償責任を限定する契約を締結することができる。但し、当該契約に基づく損害賠償責任の限度額は、５００万円以上であらかじめ定めた額または法令が規定する額のいずれか高い額とする。
支　店	１ 仙台市青葉区上杉一丁目６番１１号
	２ 神戸市中央区加納町四丁目４番１７号
	３ 愛知県名古屋市東区東桜一丁目１０番１９号
	４ 広島市中区小町１番２５号
	５ 福岡市博多区下川端町９番１２号
	７ 横浜市神奈川区鶴屋町二丁目２３番地２ 平成２３年　５月　９日移転 平成２３年　５月　９日登記
	８ 札幌市中央区北三条西四丁目１番地１
	９ 香川県高松市中央町１１番１１号
	１０ 新潟市中央区東大通二丁目３番２８号
	１１ 東京都港区港南二丁目１５番２号（海外支店）
	１２ 大阪市中央区北浜東４番３３号
取締役会設置会社に関する事項	取締役会設置会社

東京都港区港南二丁目１５番２号
株式会社大林組
会社法人等番号　０１０４－０１－０８８７４２

監査役設置会社に関する事項	監査役設置会社
監査役会設置会社に関する事項	監査役会設置会社
会計監査人設置会社に関する事項	会計監査人設置会社

これは登記簿に記録されている現に効力を有する事項の全部であることを証明した書面である。

平成２３年　７月　６日
東京法務局港出張所
登記官　　山　本　浩

THE ARTICLES OF INCORPORATION

of

Kabushiki Kaisha OBAYASHI-GUMI

(OBAYASHI CORPORATION)

The Articles of Incorporation

Chapter I General Rules

Article 1 (Trade name)

The Corporation shall be called Kabushiki Kaisha OBAYASHI-GUMI and in the English Language called OBAYASHI CORPORATION.

Article 2 (Purpose)

The purpose of the Corporation is to engage in the following business:

1. Contracting of construction works;
2. Regional, urban, oceanic and environmental development, and other business relating to construction;
3. Engineering and management related to the preceding two items, including research, surveying, planning, devising, designing, and supervising;
4. Housing business;
5. Sale, purchase, exchange, lease, brokerage, ownership, caretaking, and utilization of real estate;
6. Operation of type 1 financial instruments and exchange business, investment advisory and agency business under Financial Instruments and Exchange Law;
7. Planning, construction, retention, maintenance, and management of such infrastructures as road, port, water supply and drainage, municipal building, educational and cultural facility, waste treatment facility, medical facility, and others;
8. Project of recovering environmental pollution like purification of soil, sediment of river and lake, water-quality of lake and sea; and collection, transportation, treatment, and recycling municipal and industrial wastes;
9. Power generation and supply of electricity and heat;
10. Dealing business of right of exhausting greenhouse gases;
11. Manufacture, supply, sale, and lease of construction machinery and equipment, and materials and equipment for temporary works;
12. Manufacture and sale of concrete products for construction, fireproof or nonflammable building materials, materials for interior and exterior of buildings, furniture and wooden products for buildings, and sale of civil engineering and building materials;
13. Undertaking of maintenance and care of buildings and related facilities and undertaking of security and guard

services;

14. Acquisition, development, licensing for use, and sale of software, industrial properties, and know-how related to utilization of computers;
15. Operation of information processing service, business of information furnishing service, and supply of telecommunication circuits;
16. Sale, lease, and maintenance service of electronic office machinery and equipment including computers;
17. Management of health, medical, sport and leisure facilities, hotels and restaurants, and business of travel agency;
18. Sale of Medical machinery and tools;
19. Operation of Temporary Personnnel Placement Agency Business under the Temporary Personnnel Placement Agency Act;
20. Undertaking of services relating to general affairs, personnel affairs, accounting matters etc.;
21. Operation of insurance agency under the Automobile Accident Compensation Security Act and of nonlife insurance agency;
22. Landscaping, gardening, and tree planting;
23. Money-lending, suretyship on obligations and other financial services;
24. Consulting service related to the each item above; and
25. Activities related to any of the preceding items.

Article 3 (Compliance and sensible course of action)

In the corporation each employee and board member shall observe laws and regulations, and act up to high ethical standards in their business activity. Particularly in contracts of construction works, thouse should not make any action to harm the equity and fairness of the tender, such actions to violate penal code and antitrust law.

Article 4 (Seat of principal office)

The principal office of the Corporation shall be located in Minato-ku, Tokyo.

Article 5 (Governing bodies)

In addition to the general meeting of shareholders and Directors, the Corporation shall have the following bodies:

1. Board of Directors
2. Corporate Auditors
3. Board of Corporate Auditors; and
4. Accounting Auditors

Article 6 (Method of public notice)

Notice to the public by the Corporation shall be given by electronically. However, if electronic public notice does not work due to any accident or other unavoidable reasons, such notice shall be given in the Mainichi Shinbun.

Chapter II Shares

Article 7 (Total number of authorized shares)

The total number of shares authorized to be issued by the Corporation shall be one billion two hundred twenty four million three hundred thirty five thousand (1,224,335,000).

Article 8 (Repurchase of treasury stock)

According to Clause 2, Article 165 of the Company Law, the Corporation may repurchase its shares by resolution of the Board of Directors.

Article 9 (Numbers of shares making up one unit of shares)

The number of shares making up one unit of shares shall be one thousand (1,000).

Article 10 (Rights vested in shares constituting less than one unit)

Shareholders of the Corporation shall not exercise rights other than those listed below with respect to shares constituting less than one unit:

1. Rights set out in Clause 2, Article 189 of the Company Law;
2. The right to make requests pursuant to Clause 1, Article 166 of the Company Law;
3. The right to subscribe for shares or share purchase warrants allocated based on the number of shares held by each shareholder.

Article 11 (Registrar of shareholders)

The Corporation shall have a Registrar of Shareholders.

The Registrar of Shareholders and its business office shall be determined by resolution of the Board of Directors and shall be publicly notified.

The Registrar of Shareholders shall be entrusted with the preparation and maintenance of the Corporation's register of shareholders and the register of stock acquisition rights, as well as other duties relating to the register of shareholders and the register of stock acquisition rights.

The Corporation shall not handle such matters at its place of business.

Article 12 (Share handling regulations)

The Corporation' s shares shall be handled in compliance with applicable law and regulations and the Articles of Incorporation as well as the Share handling regulations established by the Board of Directors.

Chapter III General Meetings of Shareholders

Article 13 (Time for convocation of general meetings)

The ordinary general meeting of shareholders of this Corporation shall be convened in June of each year.

If necessary, in addition to the preceding paragraph, an extraordinary general meeting of shareholders shall be convened.

Article 14 (Record date of the ordinary general meeting of shareholders)

Record date for the right to vote at the ordinary general meeting of shareholders of the Corporation shall be March 31 of each year.

Article 15 (Chairman)

The President of the Corporation shall act as the chairman of the general meeting of shareholders.

In case the President is unable to act so, another Director shall act in his place.

Article 16 (Provision of reference documents for general meetings of shareholders via the internet)

The Corporation may, in accordance with the rules established by the Ministry of Justice, use the Internet to furnish shareholders with reference documents for general meetings of shareholders, business reports, non-consolidated and consolidated financial statements, or other information that should be displayed or described therein, and such information may be deemed to have been furnished to shareholders.

Article 17 (Requirements for resolutions)

Unless otherwise provided for in applicable laws and regulations of the Articles of Incorporation, a resolution at a general meeting of shareholders shall be adopted by a majority vote of the attending shareholders eligible to exercise their voting rights.

Any resolution set forth in Clause 2, Article 309 of the Company Law shall be adopted by a two-third vote of the shareholders present at a meeting attended by shareholders holding at least one-third of the voting rights of the shareholders eligible to exercise their voting rights.

Article 18 (Exercise of voting rights by proxy)

A shareholder may exercise his/her voting rights by one proxy. The proxy must be a shareholder of the Corporation and the proxy or the shareholder must show the Corporation his/her power of attorney.

Chapter IV Directors and Board of Directors

Article 19 (Numbers of Directors)

The Corporation shall have fifteen(15) or less Directors.

Article 20 (Election of Directors)

The Directors shall be elected at a general meeting of shareholders.

The resolution for the election provided for in the preceding paragraph shall be adopted by a majority vote of the shareholders present at a general meeting of shareholders attended by shareholders representing at least one-third of the voting rights of the shareholders eligible to exercise their voting rights.

Election of Directors shall not be by cumulative voting.

Article 21 (Terms of office of Directors)

The terms of office of Directors shall expire at the close of the ordinary general meeting of shareholders held for the business year that ends within one year after their assumption of office.

Article 22 (Convocation notice for Board of Directors meeting)

Notice for convocation of Board of Directors meeting shall be dispatched at least three days in advance of the scheduled date of such meeting. In case of urgent necessity, however, such period may be shortened.

Article 23 (Omission of Resolution of the Board of Directors)

When the requirements of Article 370 of the Company Law have been met, the Corporation shall deem that a resolution by the Board of Directors has been adopted.

Article 24 (Directors with specific titles and Representative Directors)

By a resolution of the Board of Directors, the Corporation may appoint one Chairman and one President.

Representative Directors shall be appointed by resolution of the Board of Directors.

Article 25 (Exoneration from liability of Directors)

According to Clause 1, Article 426 of the Company Law, by a resolution of the Board of Directors, the Corporation may exonerate Directors (including former Directors) within the limits of relevant law from their liability for damages sutiplated in Clause 1, Article 423 of the Company Law.

According to Clause 1, Article 427 of the Company Law, the corporation may enter into a contract with Outside Board Members that set limits to liability for damages sutiplated in Clause 1, Article 423 of the Company Law. The limited claimable amount according to the contract said above against liability for damages shall be higher either which prescrived in advance and not less than 5 million Yen or stipulated in relevant law.

Article 26 (Executive Officers)

By resolution of the Board of Directors, the Corporation may appoint one or more Executive Officers who are in charge of operating execution of the Corporation empowered by Directors.

Chapter V Corporate Auditors and Board of Corporate Auditors

Article 27 (Number of Corporate Auditors)

The Corporation shall have five(5) or less Corporate Auditors.

Article 28 (Election of Corporate Auditors)

The Corporate Auditors shall be elected at a general meeting of shareholders.

The resolution for the election provided for in the preceding paragraph shall be adopted by a majority vote of the shareholders present at a general meeting of shareholders attended by shareholders representing at least one-third of the voting rights of the shareholders eligible to exercise their voting rights.

Article 29 (Terms of office of Corporate Auditors)

The terms of office of Corporate Auditors shall expire at the close of the ordinary general meeting of shareholders held for the last business year that ends within four years after their assumption of office.

The term of office of a Corporate Auditor who is elected to fill a vacancy shall be the same as the remaining balance of the term of office of his predecessor.

Article 30 (Full-time Auditors)

The Board of Corporate Auditors shall elect a full-time Auditor or Auditors by their resolution.

Article 31 (Convocation notice for Board of Corporate Auditors meeting)

Notice for convocation of Board of Corporate Auditors meeting shall be dispatched at least three days in advance of the scheduled date of such meeting. In case of urgent necessity, however, such period may be shortened.

Article 32 (Exoneration from liability of Auditors)

According to Clause 1, Article 426 of the Company Law, by a resolution of the Board of Directors, the Corporation may exonerate Corporate Auditors (including former Corporate Auditors) within the limits of relevant law from their liability for damages sutiplated in Clause 1, Article 423 of the Company Law.

According to Clause 1, Article 427 of the Company Law, the corporation may enter into a contract with Outside Corporate Auditors that set limits to liability for damages sutiplated in Clause 1, Article 423 of the Company Law. The limited claimable amount according to the contract said above against liability for damages shall be higher either which prescrived in advance and not less than 5 million Yen or stipulated in relevant law.

Chapter VI Accounts

Article 33 (Business year)

The business year of the Corporation shall commence on April 1 of each year and end on March 31 of the following year.

Article 34 (Record date of Year-End Dividends)

Record date of Year-End Dividends of the Corporation shall be March 31 of each year.

Article 35 (Interim dividends)

The Corporation may, by resolution of the Board of Directors, pay interim dividends as of the record date, which is September 30 of each year.

Article 36 (Period of limitation for dividends)

If dividend assets are in cash and remains unreceived after the lapse of three full years following the day on which such dividend became due and payable, the Corporation shall be relieved of the obligation to pay such dividend.

(July 1, 2010 Amended)

定　　款

株式会社 大林組

（平成 22 年 7 月 1 日 改正）

定　　款

第１章　総　　則

（商号）

第１条　当会社は、株式会社大林組と称し、英文では、ＯＢＡＹＡＳＨＩ　ＣＯＲＰＯＲＡＴＩＯＮと表示する。

（目的）

第２条　当会社は、次の事業を営むことを目的とする。

1　建設工事の請負

2　地域開発、都市開発、海洋開発、環境整備その他建設に関する事業

3　前２号に関する調査、測量、企画、立案、設計、監理等のエンジニアリング及びマネージメント

4　住宅に関する事業

5　不動産の売買、交換、貸借及びその仲介並びに所有、管理及び利用

6　金融商品取引法に基づく第二種金融商品取引業及び投資助言・代理業

7　道路、港湾、上下水道、庁舎、教育文化施設、廃棄物処理施設、医療施設その他公共施設等の企画、建設、保有、維持管理及び運営

8　土壌浄化、河川・湖沼の底質浄化、湖水・海水の水質浄化等の環境汚染の修復に関する事業並びに一般廃棄物及び産業廃棄物の収集、運搬、処理及び再生利用

9　発電並びに電気及び熱の供給

10　温室効果ガス排出権の取引に関する事業

11　建設機械、建設機械装置及び建設用仮設機材の製作、調達、販売及び賃貸

12　建設用コンクリート製品、耐火・不燃建築材料、内外装建築材料、家具及び建築用木工品の製造及び販売並びに土木建築用資材の販売

13　建物及び設備の保守管理の受託並びに保安警備の受託

14　コンピュータの利用に関するソフトウェア、工業所有権及びノウハウの取得、開発、実施許諾及び販売

15　情報処理サービス業、情報提供サービス業及び電気通信回線の提供

16　コンピュータ等電子事務機器の販売、賃貸及び保守管理サービス

17　厚生、医療、スポーツレジャーの各施設、ホテル及び飲食店の経営並びに旅行業代理店業

18　医療用機械器具の製造及び販売

19　労働者派遣事業法に基づく労働者派遣事業

20　総務、人事及び経理等に関する業務の受託

21　損害保険代理業及び自動車損害賠償保障法に基づく保険代理業

22　造園、園芸及び植樹に関する事業

23　金銭の貸付、債務の保証その他の金融業

24　前各号に関するコンサルティング業務

25　前各号に関連する業務

（法令遵守及び良識ある行動の実践）

第　３　条　当会社においては、役職員一人一人が、法令を遵守するとともに、企業活動において高い倫理観を持って良識ある行動を実践する。特に建設工事の受注においては、刑法及び独占禁止法（私的独占の禁止及び公正取引の確保に関する法律）に違反する行為など、入札の公正、公平を阻害する行為を一切行わない。

（本店の所在地）

第　４　条　当会社は、本店を東京都港区に置く。

（機関）

第　５　条　当会社は、株主総会及び取締役のほか、次の機関を置く。

１　取締役会

２　監査役

３　監査役会

４　会計監査人

（公告方法）

第　６　条　当会社の公告方法は、電子公告とする。但し、事故その他やむを得ない事由によって電子公告による公告をすることができない場合は、毎日新聞に掲載して行う。

第２章　株　　式

（発行可能株式総数）

第　７　条　当会社の発行可能株式総数は、12億2,433万5,000株とする。

（自己の株式の取得）

第　８　条　当会社は、会社法第165条第２項の規定により、取締役会の決議によって自己の株式を取得することができる。

（単元株式数）

第　９　条　当会社の単元株式数は、1,000株とする。

（単元未満株式についての権利）

第１０条　当会社の株主は、その有する単元未満株式について、次に掲げる権利以外の権利を行使することができない。

１　会社法第189条第２項各号に掲げる権利

２　会社法第166条第１項の規定による請求をする権利

３　株主の有する株式数に応じて募集株式の割当て及び募集新株予約権の割当てを受ける権利

（株主名簿管理人）

第１１条　当会社は、株主名簿管理人を置く。

株主名簿管理人及びその事務取扱場所は、取締役会の決議によって定め、これを公告する。

当会社の株主名簿及び新株予約権原簿の作成並びに備置きその他の株主名簿及び新株予約権原簿に関する事務は、これを株主名簿管理人に委託し、当会社においては取り扱わない。

（株式の取扱規程）

第１２条　当会社の株式に関する取扱いについては、法令または本定款のほか、取締役会の定める株式取扱規程による。

第３章　株主総会

（招集時期）

第１３条　当会社の定時株主総会は、毎年６月に招集する。

前項のほか必要があるときは、臨時株主総会を招集する。

（定時株主総会の基準日）

第１４条　当会社の定時株主総会の議決権の基準日は、毎年３月31日とする。

（議長）

第１５条　株主総会の議長は、社長がこれに当たる。

社長に事故があるときは、他の取締役がこれに代わる。

（株主総会参考書類等のインターネット開示とみなし提供）

第１６条　当会社は、株主総会の招集に際し、株主総会参考書類、事業報告、計算書類及び連結計算書類に記載または表示をすべき事項に係る情報を、法務省令に定めるところに従いインターネットを利用する方法で開示することにより、株主に対して提供したものとみなすことができる。

（決議の要件）

第１７条　株主総会の決議は、法令または本定款に別段の定めがある場合を除き、出席した議決権を行使することができる株主の議決権の過半数をもって行う。

会社法第309条第２項に定める決議は、議決権を行使することができる株主の議決権の３分の１以上を有する株主が出席し、その議決権の３分の２以上をもって行う。

（議決権の代理行使）

第１８条　株主は、当会社の議決権を有する他の株主１名を代理人として議決権を行使することができる。但し、株主または代理人は委任状を当会社に提出しなければならない。

第４章　取締役及び取締役会

（取締役の員数）

第１９条　当会社の取締役は、15名以内とする。

（取締役の選任）

第２０条　取締役は、株主総会で選任する。

前項の選任決議は、議決権を行使することができる株主の議決権の３分の１以上を有する株主が出席し、その議決権の過半数をもって行う。

取締役の選任は、累積投票によらないものとする。

（取締役の任期）

第２１条　取締役の任期は、選任後１年以内に終了する事業年度のうち最終のものに関する定時株主総会の終結の時までとする。

（取締役会の招集通知）

第２２条　取締役会の招集通知は、会日の３日前までに発する。但し、緊急の必要がある場合は、この期間を短縮することができる。

（取締役会の決議の省略）

第２３条　当会社は、会社法第370条の要件を充たしたときは、取締役会の決議があったものとみなす。

（役付取締役及び代表取締役）

第２４条　取締役会は、その決議によって会長１名及び社長１名を定めることができる。

取締役会は、その決議によって代表取締役を選定する。

（取締役の責任免除）

第２５条　当会社は、会社法第426条第１項の規定により、取締役会の決議によって、取締役（取締役であった者を含む。）の同法第423条第１項の損害賠償責任を法令の限度において免除することができる。

当会社は、会社法第427条第１項の規定により、社外取締役との間に、同法第423条第１項の損害賠償責任を限定する契約を締結することができる。但し、当該契約に基づく損害賠償責任の限度額は、500万円以上であらかじめ定めた額または法令が規定する額のいずれか高い額とする。

（執行役員）

第２６条　当会社は、取締役会の決議によって、取締役から業務執行権限の委譲を受け、専ら業務執行を担任する執行役員若干名を置くことができる。

第５章　監査役及び監査役会

（監査役の員数）

第２７条　当会社の監査役は、５名以内とする。

（監査役の選任）

第２８条　監査役は、株主総会で選任する。

前項の選任決議は、議決権を行使することができる株主の議決権の３分の１以上を有する株主が出席し、その議決権の過半数をもって行う。

（監査役の任期）

第２９条　監査役の任期は、選任後４年以内に終了する事業年度のうち最終のものに関する定時株主総会の終結の時までとする。

補欠により選任された監査役の任期は、前任者の残任期間と同一とする。

（常勤監査役）

第３０条　監査役会は、その決議によって常勤の監査役を選定する。

（監査役会の招集通知）

第３１条　監査役会の招集通知は、会日の３日前までに発する。但し、緊急の必要がある場合は、この期間を短縮することができる。

（監査役の責任免除）

第３２条　当会社は、会社法第426条第１項の規定により、取締役会の決議によって、監査役（監査役であった者を含む。）の同法第423条第１項の損害賠償責任を法令の限度において免除することができる。

当会社は、会社法第427条第１項の規定により、社外監査役との間に、同法第423条第１項の損害賠償責任を限定する契約を締結することができる。但し、当該契約に基づく損害賠償責任の限度額は、500万円以上であらかじめ定めた額または法令が規定する額のいずれか高い額とする。

第６章　計　　算

（事業年度）

第３３条　当会社の事業年度は、毎年４月１日に始まり翌年３月31日に終わるものとする。

（期末配当の基準日）

第３４条　当会社の期末配当の基準日は、毎年３月31日とする。

（中間配当）

第３５条　当会社は、取締役会の決議によって、毎年９月30日を基準日として、中間配当をすることができる。

（配当金の除斥期間）

第３６条　配当財産が金銭である場合は、その支払開始の日から満３年を経過してもなお受領されないときは、当会社はその支払義務を免れる。

Registered No. 0839

NOTARIAL CERTIFICATE

This is to certify that HIRO HAZAMA, Senior General Manager, Overseas Business Division of OBAYASHI CORPORATION, has acknowledged himself in my very presence that the signature on the attached document is his own .

Dated this 19th day of July, 2011.

TOKYO
LEGAL AFFAIRS BUREAU
NOTARY
1-1-1 SHIMBASHI MINATO-KU
TOKYO JAPAN

TAKASHI KUMAZAWA
Notary
1-1-1 Shimbashi,Minato-ku,Tokyo, Japan
Tokyo Legal Affairs Bureau.

平成２３年登簿第　0839　号

認　　証

添付書面の作成者である 株式会社大林組 海外支店 統括部長 狭間裕志 は、本職に対し、その署名を自認する旨、陳述した。

よって、これを認証する。

平成２３年　7　月　19　日、本公証人役場において

東京都港区新橋１丁目１番１号

東京法務局所属

公証人

Notary

TAKASHI　KUMAZAWA

証　　明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成２３年　7　月　19　日

東京法務局長　　相澤恵一

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: JAPAN
   This public document
2. has been signed by TAKASHI KUMAZAWA
3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau
4. bears the seal/stamp of TAKASHI KUMAZAWA, NOTARY
   Certified
5. at Tokyo
6. 7/19/2011
7. by the Ministry of Foreign Affairs
8. 11- № 029879
9. Seal/stamp:
10. Signature

Kazutoyo OYABE

For the Minister for Foreign Affairs

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, May 27, 2014. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	OBAYASHI CORPORATION
Entity Number:	C0827206
Date Filed:	09/27/1977
Status:	ACTIVE
Jurisdiction:	JAPAN
Entity Address:	577 AIRPORT BOULEVARD, SUITE 600
Entity City, State, Zip:	BURLINGAME CA 94010
Agent for Service of Process:	NATIONAL REGISTERED AGENTS, INC.
Agent Address:	818 W SEVENTH ST
Agent City, State, Zip:	LOS ANGELES CA 90017

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

Modify Search **New Search** **Printer Friendly** **Back to Search Results**

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CITY OF BURLINGAME
BUSINESS LICENSE CERTIFICATE & TAX RECEIPT

501 Primrose Road Burlingame California 94010 (650)558-7210 www.burlingame.org

Date Issued 07/10/13 Expiration Date 06/30/14 **Business License Number 27012**

Business Description GENERAL CONTRACTOR-HEAVY/CIVIL3

Business Name OBAYASHI CORPORATION

Mailing Address 577 AIRPORT BLVD STE 600
BURLINGAME, CA 94010-2057

Burlingame Location 577 AIRPORT BLVD SUITE 600

Owners Name OBAYASHI CORPORATION

This tax certificate is issued for revenue purposes only and is not a permit or approval to operate a business in violation of City, County, State or Federal laws. Before conducting any business, the business owner should check with the City Building, Fire, Planning Departments and the County of San Mateo Health Department for limitations and requirements. This license is issued without verification that the license is subject to or exempt from licensing by the State of California or the County of San Mateo.

IT IS YOUR RESPONSIBILITY TO NOTIFY THE BUSINESS TAX COLLECTOR IN WRITING OF ANY CHANGES OF OWNER, NAME OF BUSINESS OR ADDRESS.

Business License Number 27012

AMOUNT PAID

Business Tax	$	100.00
SB-1186	$	1.00
Total	$	101.00

OBAYASHI CORPORATION

577 AIRPORT BLVD STE 600
BURLINGAME, CA 94010-2057

bcdc

California Water Boards

National Oceanic and Atmospheric Administration
NOAA
U.S. Department of Commerce

U.S. Fish & Wildlife Service
Department of the Interior

United States Coast Guard
1790

California Department of Fish & Wildlife