



CAROLINA CROSSROADS

PHASE 3C

I-20/26/126 CORRIDOR IMPROVEMENT PROJECT

Replacement of I-20 bridges over the Saluda River and
CSX Railroad, and I-20 widening between Exits 61 and 63

Project ID P043325 | June 19, 2024

Submitted By:



Michael Baker

INTERNATIONAL

Submitted to:

South Carolina Department of Transportation

HYPERLINK INSTRUCTIONS

This document includes several links for ease of reference. **Blue Bold, Underlined Text** is placed on items with links to various items in the Appendix. Bookmarks are also set for your convenience.



3.2 INTRODUCTION

ADVANCING SOLUTIONS BY LEVERAGING CORRIDOR KNOWLEDGE AND EXPERIENCE

By partnering with the United/Blythe JV (UBJV) and Michael Baker team, South Carolina Department of Transportation (SCDOT) will benefit with:

- » **A FRESH, FORWARD FOCUS.** Design and construction solutions with a forward focus, ensuring rapid progress and a seamless tie-in with segment 3E and notable advancement of the CCR program.
- » **REDUCED RISK.** Implementing knowledge from experience working on Carolina Crossroads (CCR) Phase 1 & 2, our team will create preventative risk mitigations, resulting in no claims, keeping the project on budget.
- » **ON-TIME PROJECT DELIVERY.** Leveraging our existing relationship working with CSX on the corridor and the expertise of our RR coordinator, Sherri Deveaux, former lead SCDOT Railroad Projects Manager, we will develop multiple preferred solutions based on anticipated concerns, early in the process, eliminating schedule issues.

United Infrastructure Group, Inc. (UIG), Blythe Development, LLC (BD), and Michael Baker International, Inc. (Michael Baker) have been building and designing high quality transportation projects since 1924, 1921, and 1940, respectively. Our integrated team brings proven experience on recent design-build (DB) projects; local resources; and a depth of knowledge of SCDOT requirements. We bring a proven partnering approach and aligned cultures from our 285+ years of delivering hundreds of DB projects that provides SCDOT with refined-innovative solutions, quality driven focus on preventative risk mitigations, and a future corridor approach to ensure on-time delivery.

3.2.1 CONTRACTING ENTITY/PROJECT MANAGEMENT OFFICE

3.2.2 PROCUREMENT POINTS OF CONTACT The United-Blythe Joint

Venture will be the contracting entity and combines two experienced South Carolina DB contractors. D. Michael Grey, PE and Luther J. Blythe, Jr. are authorized to sign all contracts on behalf of the JV ([Appendix D](#)- JV Teaming Agreement).

3.2.3 LEAD CONTRACTOR/LEAD DESIGNER **Lead Contractor:** United-Blythe Joint Venture | **Lead Designer:** Michael Baker International, Inc.

3.2.4 UNIQUE ENTITY ID NUMBER **UIG:** NRMTAY2LZBP5 | **Blythe:** LJJBQKNZLSD1 | **Michael Baker:** FJQMSBGAVSR1

3.2.5 COMMITMENT OF KEY INDIVIDUALS All key individuals identified are fully committed to Carolina Crossroads Phase 3C (CCR 3C) project, will meet SCDOT's quality and schedule expectations, and remain available for the project duration. Our key personnel provide local knowledge and personal committed investment to the project with 120+ years combined experience on dozens of DB projects.



Entity Type: Joint Venture	Entity Name: United-Blythe Joint Venture (UBJV)
Contact: D. Michael Grey, PE	5562 Pendergrass Blvd, Great Falls, SC 29055
Phone: (704) 201-8935	Email: mike.grey@uig.net
Office Location: Great Falls, SC; Construction: On-site	

Name	Address	Phone	Email
D. Michael Grey, PE	5562 Pendergrass Blvd, Great Falls, SC 29055	(704) 201-8935	mike.grey@uig.net
Reneé Tison, PE	700 Huger Street, Columbia, SC 29201	(803) 231-3948	rtison@mbakerintl.com

3.3 TEAM STRUCTURE AND PROJECT EXECUTION

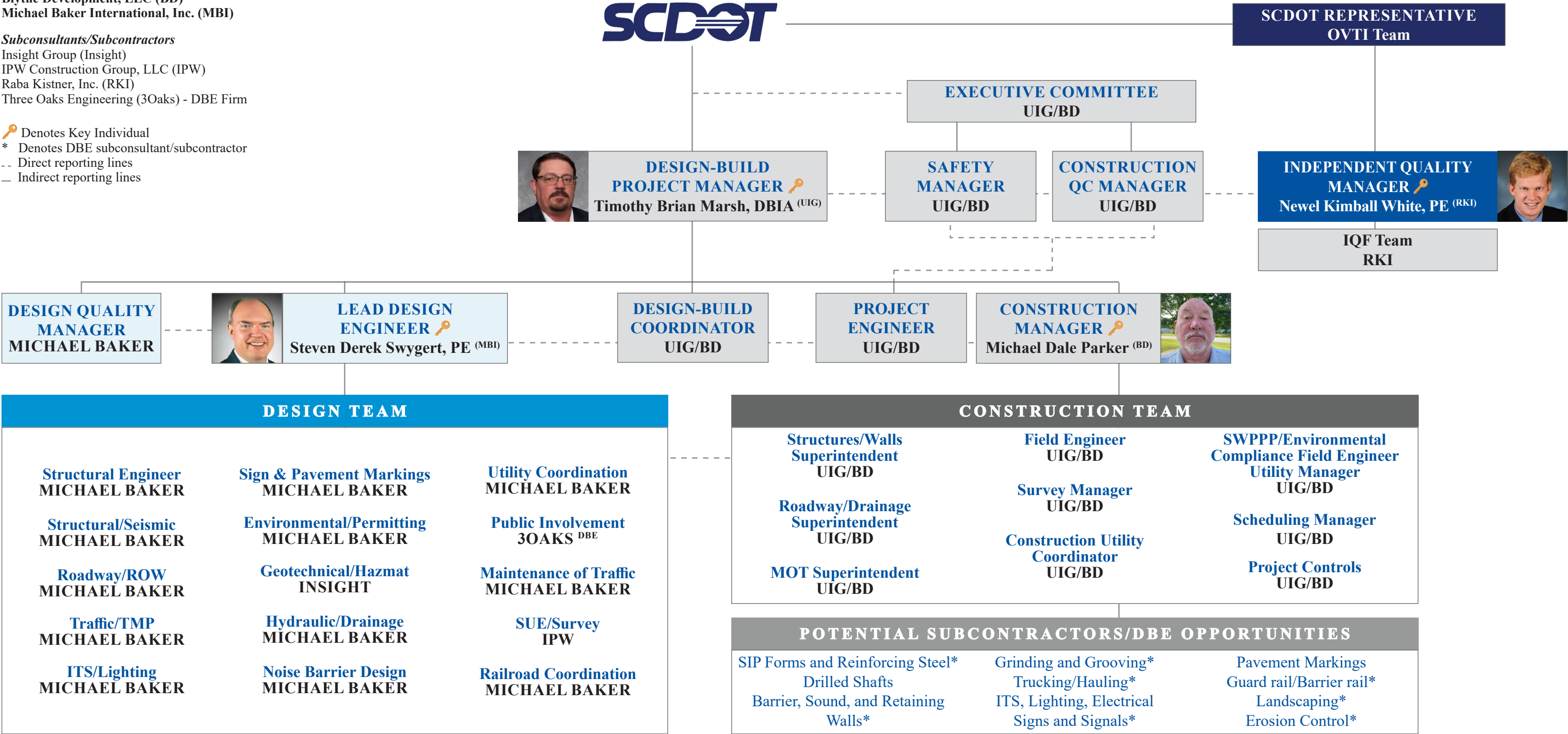
3.3.1.A ORGANIZATIONAL CHART The organizational chart presented below shows the flow of our “chain of command” with identifying lines to show responsibility for major functions and reporting relationships in managing, designing, and constructing the project. This team’s vast knowledge of the corridor ensures a successfully managed, designed, and constructed Phase 3C project integrating seamlessly into the larger CCR corridor plan and vision.

LEGEND

United Infrastructure Group, Inc. (UIG)
Blythe Development, LLC (BD)
Michael Baker International, Inc. (MBI)

Subconsultants/Subcontractors
Insight Group (Insight)
IPW Construction Group, LLC (IPW)
Raba Kistner, Inc. (RKI)
Three Oaks Engineering (3Oaks) - DBE Firm

🔑 Denotes Key Individual
* Denotes DBE subconsultant/subcontractor
-- Direct reporting lines
— Indirect reporting lines



3.3.1.B TEAM STRUCTURE Our team’s structure enables effective teamwork along with clear lines of authority and responsibility, which will leverage our knowledge and experience from similar DBs with SCDOT and nationwide. The UBJV is the contracting entity with SCDOT, while UIG is serving as the lead JV partner with Blythe as the minority JV partner. Michael Baker will serve as Lead Designer under direct contract to UBJV. Our team has been structured to capitalize on the strengths of each firm, including the subconsultants, which will all be under direct contract with Michael Baker.

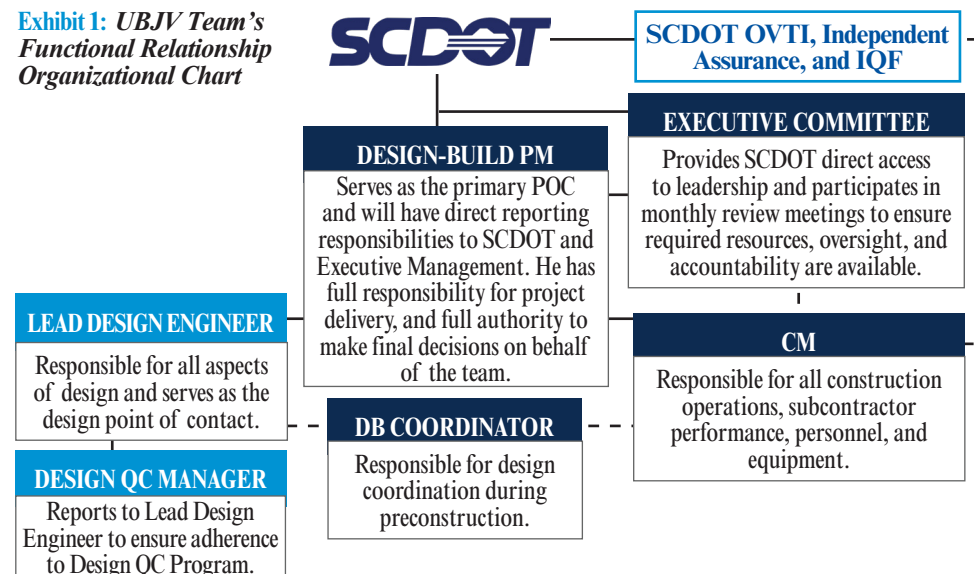


3.3.1.C TEAM INTEGRATION The UBJV team has extensive experience working together on SCDOT projects and will place the most qualified people in key positions to further strengthen our partnership with SCDOT, Federal Highway Administration (FHWA), and the local community. Lines of communication flow down from our Project Manager to the Lead Design Engineer and Construction Manager. The JV Executive Committee comprised of UIG and Blythe executives, provides assurance to SCDOT that we will deliver a safe, high-quality project, within budget and schedule. DB Project Manager, Timothy Marsh, DBIA, can rely on guidance and experience from multiple specialized superintendents (Structural, Roadway/Drainage, and Maintenance of Traffic (MOT) with many years of experience working together on SCDOT projects. Exhibit 1 shows the functional relationships and how the team will be seamlessly integrated through task force meetings with major subconsultants, SCDOT, and stakeholders; weekly/monthly project meetings; constructability and design reviews; and pre-design meetings with SCDOT and document control specialists to manage all design and construction submittals.

Integration will be further enhanced by co-locating during the design phase in Michael Baker’s Columbia office to allow for immediate resolution to potential issues. Lead Design Engineer, Steven Swygert, PE, will be available during the preconstruction and construction phases to quickly join the construction team on-site, which gives real-time solutions or clarifications immediately to ensure project progress for on-time delivery.

Prior Working Relationships We have collectively been working together for 25+ years and have built professional relationships establishing aligned cultures focusing on effective communication, quality, safety, innovative solutions for

Exhibit 1: UBJV Team’s Functional Relationship Organizational Chart




successful construction, and overall SCDOT satisfaction. Exhibit 2 showcases our team's joint experience at a firm level providing SCDOT the reassurance of a knowledgeable and cohesive team.







































































































































































3.3.2 CRITICAL RISKS

The UBJV will focus the project approach on limiting risks and providing value to SCDOT through innovation. Our team brings self-performance in critical aspects of the project including roadway work, MOT, grading, structures, and retaining wall construction, which increases control and limits subcontractor risk. Michael Baker brings a full-service design firm capable of self-performing all design activities.




Our project work plan focuses on limiting project critical risks including the following mitigation strategies:

Exhibit 2: UBJV Team's Joint Project Experience
 Legend:  Level of Participation: 1- Contractor; 2- Lead Designer; 3- Sub/Owner's Rep; 4- Concept Designer




Project Name | Owner | Years

Project Name Owner Years	Appx. H - Ref. #	UIG	BD	MB	RKI	Insight	DB	Interchange	Widening	Bridge	RR ROW	Limited Access	Geotech (Rock)	Complex Utilities	MOT
Work History Form Representative Projects (Appendix B)															
Carolina Crossroads Phase I DB SCDOT Ongoing	1,9														
I-77 Interchange and Palmetto Parkway DB SCDOT 2024	2														
I-85 over Rocky Creek SCDOT 2024	3														
I-5504 I-26 & Brevard Road DB NCDOT 2023	4														
I-85 Widening DB Phase 3 (MM 98-106) SCDOT 2022-23	5														
I-26 Widening MM 85-101 DB Prep SCDOT Ongoing (Design)	6														
I-26 Corridor (I-26, S-275 and S-16) SCDOT 2018 (Design)	7														
US 21 over Harbor River Beaufort SCDOT 2021	8														
SR 202 Loop – South Mountain Freeway ADOT 2021	10														
Other Joint Projects															
Package E Bridge Replacements SCDOT 2015-2018	11														
I-77 HOT Lanes Project NCDOT 2017-2019	12														
North Maple Street Widening Town of Summerville, SC 2021	13														
Safe & Sound Bridge Improvement Project MoDOT 2013	14														
Berlin G Meyers Parkway Phase 3 SCDOT Ongoing	15														
US17 over Waccamaw Emergency Bridge Repairs SCDOT Ongoing	16														
SC 160/I-77 Interchange Improvement SCDOT Ongoing	17														

1 LIMITATIONS ON IN- AND OVER-WATER CONSTRUCTION & DEMOLITION SCDOT Role: Oversight & Permit Review | USACE - Permit Approver

 MAJOR ISSUES/RISKS:	 SOLUTION/MITIGATION	 PROVEN EXPERIENCE/BENEFIT
USACE Section 404 Permit - no impacts are permitted to occur to the Saluda River.	» We will work in only authorized areas, comply with permit conditions, and use templates/processes developed from CCR 1 and 2. » Permit modifications will be identified and coordinated early during design to ensure adequate time for agency review. » Knowledge of previous permit modification for gabion basket placement along the Saluda River.	» Successful approval of permit modifications in CCR 1 and 2, which included design modifications to avoid Saluda River impacts.
Environmental Compliance	» Follow approved Environmental Compliance Plan will ensure that all project commitments are tracked, met, and maintained throughout the project. » To prevent additional impacts at Wetlands 9 through 12 and at the Woodland Lagoon WWTP, retaining walls are required to keep impacts within the permitted footprint.	» Experience with mitigating environmental compliance issues on CCR 1 and 2 with no reportable incidents or violations to date.

2 LIMITED SITE ACCESS SCDOT Role: ATC/TMP Review & Approver

 MAJOR ISSUES/RISKS:	 SOLUTION/MITIGATION	 PROVEN EXPERIENCE/BENEFIT
Most work zone access must be from I-20 or ramps: •Riverchase Way and Davega Dr. are not structurally suitable for multi-vehicle haul. •CSX bridge/roadway between CSX and Saluda River is only accessible from I-20. •Limited available laydown areas along ROW and Bush River ramp/loop quadrants have no service road access.	» Confirm pavement structure of Davega Dr and plan for resurfacing at completion. » Propose ATC for work zone access along interstate shoulder. » Secure off-site staging to supplement on-site area.	» Working in similar areas on CCR 1 & 2. » Previous success detailing and implementing work zone access ATC. » Familiarity with area, laydown locations, and access requirements.

3 UTILITY RELOCATIONS

SCDOT Role: Review Encroachment Permits

MAJOR ISSUES/RISKS:	SOLUTION/MITIGATION	PROVEN EXPERIENCE/BENEFIT
Utility Relocation Package Submittal/ Approval Delays	» We will hold bi-weekly coordination meetings with SCDOT representatives and all impacted utility companies, engaging all parties early in design. In addition to joint meetings, individual utility meetings will be held to progress relocations. The team will provide utility relocation sheets with utility conflicts and relocation alignments identified. These u-sheets will be modified from utility input and used to submit for SCDOT encroachment permits, streamlining the encroachment process.	» PROVEN EXAMPLE: Our team has key personnel who have vital experience and lessons learned while working on DB projects such as I-85 Phase 3 in Cherokee County.
Utility Relocation Material Delays/ Permitting Delays	» Our team will hold joint bi-weekly utility meetings during the relocation phase, allowing us to schedule and monitor utility relocations. We will work with utilities to prioritize relocations to progress construction.	» PROVEN EXAMPLE: Construction Utility Coordinator, Eric Lockamy, brings added value by his successful utility experiences on CCR 1 & 2.
Encountering Unknown or Unanticipated Utility Conflicts	» We engage utility companies early in the DB process to gain valuable existing information and will use IPW to collect additional SUE/test holes to further evaluate critical utilities, minimizing risks and potential delays.	» Early and additional information allows the team to avoid potential impacts that minimizing risks and potential delays.
Critical Utility Risks: Dixie Pipeline – LP Gas Pipeline Crossing	» Dixie Pipeline owns and operates an 8” liquid propane gas pipeline in a 12” casing crossing I-20 near Sta 62+00. Existing elevation and casing length will need further evaluation to ensure accommodations can be made to leave this crossing in place, avoiding a costly relocation and a potential schedule delay. If adequate depth exists, we will work to extend the casing to accommodate the I-20 widening.	» Avoidance of impact will improve schedule conflicts associated with high-risk relocation.
Critical Utility Risks: City of Columbia- 30-in PCCP Forced Sewer	» The City of Columbia’s 30-inch PCCP sewer main crosses I-20 near Sta. 101+25. The forced sewer line was installed in 1977 using a 48” steel casing. Per the as-builts and SUE locates, alignment is approximately 55-62 LF south of the CL CSX Railroad at 174’ elevation to the top of the steel casing.	» Design efforts will avoid relocation of the forced sewer main, saving relocation costs and minimizing schedule risks.

4 GEOTECHNICAL SUBSURFACE CONDITIONS

SCDOT Role: Review & Approver of Plans

MAJOR ISSUES/RISKS:	SOLUTION/MITIGATION	PROVEN EXPERIENCE/BENEFIT
Baseline geotechnical data indicates the rock is a strong to very strong Schist (>7,200psi). The depth to the top of rock varies up to 86.5ft across Phase 3C. The variability in depth and the high strength of the rock can present difficulties while drilling foundations.	» The UBJV team will supplement existing geotechnical data with a thorough final investigation to accurately characterize variabilities in rock properties at known excavation locations.	» A granular understanding of the rock profile will avoid re-design and construction delays, reducing cost and schedule risk

5 RAILROAD COORDINATION

SCDOT Role: Reviewer & Execution of Railroad Agreement

MAJOR ISSUES/RISKS:	SOLUTION/MITIGATION	PROVEN EXPERIENCE/BENEFIT
The project crosses CSX tracks carrying freight trains with a maximum of 49 mph, but no passenger trains. CSX will require new bridge spans that accommodate future tracks. CSX’s requirements may include track surveys, shoring protection/ design, drainage design, crash walls, vibration monitoring, soil excavation approval and disposal, and separate temporary construction crossing agreement. CSX prohibits MSE walls on or adjacent to their property. A variety of additional agreements are expected with various CSX departments including Standard Preliminary Engineering, Temporary Right of Entry, Railroad ROW Offer Package, Utility, and Standard Construction Agreements.	» Michael Baker is uniquely qualified to provide railroad coordination for CCR 3C efficiently. Sherri Devereaux will lead our railroad coordination efforts. Sherri joined the Michael Baker after 30 years of service with SCDOT. During her last 10 years with SCDOT, she served as the State Railroad Projects Manager, where she coordinated SCDOT roadway and bridge projects involving active railroad tracks owned by the two Class One Railroads, CSX Transportation and Norfolk Southern Railway, and more than 10 short-line railroad tracks actively operating in South Carolina.	» PROVEN EXAMPLE: UIG coordination with CSX was required for CCR 1 Bridge 35 Straddle Girder set. » PROVEN EXAMPLE: Sherri has successfully led railroad coordination efforts on behalf of SCDOT/ Michael Baker for: I-85/385 Interchange DB in Greenville County, I-26 Widening DB in Lexington/ Calhoun Counties, and I-73 DBB in Dillon County.



6 SKILLED LABOR AVAILABILITY

SCDOT Role: Not Applicable

MAJOR ISSUES/RISKS:	SOLUTION/MITIGATION	PROVEN EXPERIENCE/BENEFIT
Large volume of transportation projects is straining available work force	» Extensive local resources and continue same dedicated HR recruiting team as CCR 1 and 2 » Transition of resources from I-26 MM85-101, CCR 1 & 2, which will be complete prior to CCR 3C construction ramp-up » UIG has most bridge crews of any contractor operating in South Carolina, and the addition of Blythe bolsters the roadway, grading, and drainage resources	» PROVEN EXAMPLE: UIG and Blythe currently employ, and will maintain, the workforce needed for CCR 3C. Our proactive recruitment team continues to build a skilled workforce (UIG & BD have 1,000+ local skilled laborers) and promote future career opportunities.



7 MAINTENANCE OF TRAFFIC

SCDOT Role: TMP Review & Approver

MAJOR ISSUES/RISKS:

The proposed interstate and bridge layouts are constrained and our team recognizes MOT is a critical item to the project's success. With I-20 serving as a thoroughfare in the Midlands, maintaining the current 6-lanes of traffic throughout construction will be imperative. With the proposed widening of I-20 and replacement of the existing bridges over the Saluda River and CSX railroad, the design team anticipates work will need to progress from the outside inward.

SOLUTION/MITIGATION

- » The team will review the concept to identify any innovation that may be suitable during each phase to minimize disruption to the traveling public.
- » Focus on construction of the future I-20 outer lanes and partial construction of the new bridges first to allow for traffic shifts before median construction.
- » When traffic is shifted to the outer lanes, demolition of existing median/bridges will be performed, and finished grading completed.
- » Special consideration for the ramp tie-ins with Bush River Road given proximity to the bridges over CSX railroad.

PROVEN EXPERIENCE/BENEFIT

Carolina Crossroads Project Meets Milestone Ahead of Schedule - Friday, May 26, 2023
On CCR Phase 2, UIG has helped SCDOT meet project goals early by opening new exit lane for traffic leading toward I-26 westbound, which helps decrease traffic congestion for drivers. This opening was **two weeks early**.

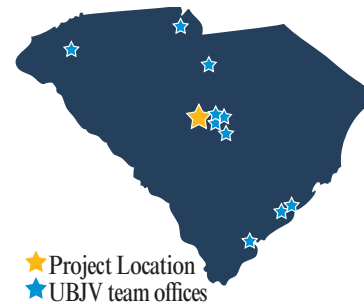
3.3.3 PROJECT RESOURCES, STRATEGIES, AND EXECUTION *Capacity/Available Resources/Strategy for Implementation of Resources* The UBJV has the necessary resources required to successfully deliver this project with more than 1,500 design and construction professionals located in the Carolinas. Exhibit 3 is a summary of the available resources and work allocation.

Exhibit 3:		UBJV		MICHAEL BAKER		POTENTIAL SUB TASKS	
AVAILABLE RESOURCES		Self-Perform			Self-Perform		
		Earthwork	Demolition	Foundations	Roadway Design	Environmental Support	Design
	<ul style="list-style-type: none"> 1,550+ employees nationwide 1,300+ local staff based in the Carolinas 650+ heavy equipment 500+ support equipment 	Drainage	Pavement Substructure	Retaining Walls	Bridge Design	Design Management	Geotechnical Drilling/HazMat
		Fine Grading	Bridge Structures	Deck Refurbishment	Hydraulic Design	Pavement Marking/Signing	Public Involvement
		MOT			MOT Plans	ITS (as needed)	Environmental
					ROW Support	Utility Coordination	SUE/Survey
							Construction
							<ul style="list-style-type: none"> Drilled Shafts Rebar Installation Asphalt Paving Striping/Signs Seeding Hauling Clearing

Our team offers an integrated design team led by Michael Baker with extensive in-house design resources and is bolstered by other specialty subconsultants, as noted in the Organizational Chart. The local design team has the ability to call upon Michael Baker's 4,000+ engineering staff for additional capacity to meet project milestones, goals, and/or resolve any project challenges. Our proposed personnel resource assignments are based on capability and availability, while proxy will be further refined during preconstruction. Our strategy is to maintain ultimate flexibility with massive resources that provides the greatest economic and schedule advantage, along with meeting or exceeding SCDOT's DBE goals on both design and construction.

Please see Section 3.3.2 Critical Risks for our team's approach to environmental coordination, utilities, and permitting. For public relations support our team has trusted DBE firm Three Oaks Engineering and will use project demographics and GIS data to gather a snapshot of the project area communities. We use our adaptive toolbox of engagement strategies to tailored outreach approach to reach the diverse audiences. Three Oaks has provided public involvement services on more than 35 project in South Carolina since 2016, including leading public involvement efforts on 20+ SCDOT projects.

Ideal Geographical Location UIG and Blythe are local contractors with major-project capability and have maintained a long-term presence in South Carolina. The project is in close proximity (approx. 48 miles) to UIG’s operations headquarters in Great Falls and UIG has an existing CCR office on-site, see Exhibit 4. UIG and Blythe were both involved in the CCR3 procurement and are familiar with the scope, purpose, details, and goals of CCR 3C.



CCR 3C CREW MEMBER PROXIMITY		
Project Crews	Foreman	Proximity
Bridge Crew 1	Clayton Martin	22 mi.
Bridge Crew 2	Boddy Tant	28 mi.
Bridge Crew 3	David Covin	4 mi.
Bridge Crew 4	Josh Palmer	6 mi.
Grading Crew 1	Perry Porth	16 mi.
Grading Crew 2	Joshua Snowdon	17 mi.
Drainage Crew 1	Charles Byrant	6 mi.
Drainage Crew 2	Daryl Henry	71 mi.

Exhibit 4: *Our team’s closest office is located within 5 miles of the project site—less than 10 minute drive with a large pool of personnel available to support the project. Each of our Key Personnel are readily available to support this project through regularly scheduled (in-person/remote) meetings and on-site field visits.*

Approach To Communication, Issue Resolution And Project Execution UIG is currently constructing the CCR 1 and 2 with full knowledge of the real-world corridor

demands and the UBJV currently possess the local resources to self-perform the large majority of the construction scope. This uniquely positions our team to provide the utmost assurance of on-time project delivery. Our team’s offices and resource locations allow seamless integration, proactive communication, issue prevention/resolution, and true project-first partnering with SCDOT. We can address request for information (RFIs) and attend all project meetings (design and construction) with same-day notice. Together, UBJV and Michael Baker have 10 offices located in South Carolina providing strength in capacity and resources to hit every milestone and accelerate production, as needed.

3.3.4 QUALITY ASSURANCE PROGRAM The UBJV will use the approved Construction Quality Management Plans (CQMP) from CCR 1 and 2 to develop the CQMP, which will incorporate new Quality Assurance Program (QAP) additions and lessons learned. We understand the QAP’s framework, major components, and their independence – quality control (QC), quality acceptance (QA), and owner verification (OV).

QC Functions QC will include documented inspections and tests required to show the work product meets the contract requirements. The UBJV QC Manager (QCM) in addition to all responsibilities outlined in QAP, will have ultimate responsibility for construction QC processes, including subcontractors and suppliers.

QCM OVERSIGHT	RESPONSIBILITY
<i>Workmanship</i>	Manage qualified, certified QC inspection staff who will inspect construction work for compliance with the RFP, QAP, and the Design Documents.
<i>Materials</i>	One or more QC pre-qualified independent laboratories, certified by AASHTO and SCDOT for the performance of field testing, separate from, and ahead of, IQF testing. This will minimize/reduce rejection testing from the QA Testing Laboratory and expedite construction progress. QC laboratories will be also used in the resolution of NCRs. Testing results will be available through PWDM platform.

QA Functions (Construction) Raba Kistner, Inc. (RKI) will serve as our Independent Quality Firm (IQF) and is a leader in providing quality inspection and testing services on large DB highway projects. RKI has a successful history executing the IQF role in accordance with approved QAPs like SCDOT’s QAP, in

accordance with FHWA requirements. The UBJV quality team will work closely with SCDOT in developing an approved CQMP. As the Independent Quality Manager (IQM), Newel Kimball White, PE, will lead the IQF efforts and be supported by a Materials Manager, QA Inspection/Testing, and an SCDOT-approved deep foundation testing staff. The entire IQF team has SCDOT Construction Engineering and Inspection

(CEI) experience and understands all requirements for material and product acceptance. As part of the Independent Construction QA, Newel will be fully aligned with work plan and schedule of the construction team. The IQF, in close coordination with SCDOT and the OVF team, will perform routine audits of the QC and QA activities. UBJV will communicate proactively, package review/testing to facilitate testing and approvals, making records and other data fully available for SCDOT and its OVF team.

Interaction of QC Manager, IQF, and SCDOT The IQF/IQM will report jointly to the UBJV Executive Committee and SCDOT. ***IQF staff will not be involved in production activities and will have no direct reporting lines to the UBJV PM, CM or any of the field superintendents.*** All communication between IQF and UBJV will be well defined. The IQF will review daily, weekly, and monthly look-ahead schedules from UBJV that aid in development of the IQF staff deployment plans to ensure adequate coverage during production work and plan for capacity during peak periods. The CQMP will establish formal requirements for QAP communication and reporting, which includes weekly meetings with QCM, IQF, and SCDOT. These meetings will cover project issues, non-conformance reports, design changes, submittals, certifications, validation, and other quality-related items. A quarterly management review meeting with senior management from SCDOT and UBJV Executive Committee will discuss the status of the quality program with the QCM and IQM. Our QCM will be co-located with the IQM and SCDOT oversight staff to facilitate daily interaction and communication.

OVF	QA RESPONSIBILITIES
<i>SCDOT, through its Owner Verification (OV) function, will have these responsibilities:</i>	OV Testing & Inspection Plan: Determines interface and communications between OVF and IQF; processes, procedures, standards, materials sampling/testing, certifications/frequencies.
	OV Firm Construction Inspection Oversight: Inspection of construction workmanship, including staff, qualifications, specialties, and frequencies.
	FHWA Quarterly Reporting & Material Certification: FHWA quarterly reporting
	OV Test Investigation & Statistical Analysis: Perform validation and statistical analysis; establish a validation test investigative procedure for unvalidated material test results.
IQM	FUNCTION
<i>Roles, Responsibilities & Limitations:</i>	Authority to stop substandard construction work.
	No other assigned Project responsibilities.
	During construction, dedicated solely to Project QA and will not be used on any other projects.
	On-site during construction and available for weekly status meetings, and at SCDOT request.












QAP ITEM	FUNCTION AND BENEFIT
<i>Hold Points</i>	QC team works with SCDOT and the UBJV production staff to identify and schedule the required hold points. QC team works with the IQF and SCDOT on refining the Hold Point requirements to match project conditions.
<i>AASHTO Laboratory Capabilities</i>	The IQF and QCM will use local AASHTO accredited laboratories with abundant capacity to perform specialty testing (e.g. rebar testing). RKI will use their existing ASSHTO laboratory at 1404 St. Andrews Road, two miles from the project site.
<i>Staffing Levels for Testing & Inspection</i>	RKI will review UBJV's schedule to develop a base-level IQF Staffing Plan. During CQMP development, RKI will work with SCDOT to define inspection levels coverage for anticipated activities. Typical staffing levels included office staff of 3-5 and field staff of 10-14 certified full-time roadway and bridge inspectors. The IQM will meet regularly with SCDOT and UBJV to monitor the IQF staffing levels to ensure adequate inspection coverage is maintained.
<i>Document Control Strategies</i>	All QC/QA documents will be loaded into the ProjectWise Deliverable Management System (PWDM), the PWDM mobile application will allow our team to create or comment on drawings, RFIs, inspections, and NCRs. This approach gives all project members real-time data from design, construction, or inspection in one place. Daily updates in the PWDM will be available to SCDOT and stakeholders, along with monthly reporting.

3.4 EXPERIENCE OF KEY INDIVIDUALS

3.4.1 LICENSURE All team members and firms hold the SCDOT-required licensure to perform the work. All design reports, plans, and design calculations will be signed and sealed by an unrestricted South Carolina Professional Engineer.

3.4.2 KEY INDIVIDUAL ROLES Our key personnel have singular responsibility for key assignments and the availability required for the contract duration.

3.4.3 KEY INDIVIDUAL RESUMES Key Individual resumes can be found in [Appendix A](#) and Key Individual Reference Form in [Appendix H](#). Below provides a brief overview of our key personnel and value added staff, which provides SCDOT with a group of experts to swiftly accomplish project goals.

TEAM MEMBER		ROLE	FUNCTION AND BENEFIT
	Timothy Marsh, DBIA <i>UIG</i>	Design-Build Project Manager	<ul style="list-style-type: none"> » Tim will be the primary contact with decision responsibility. He will attend and lead all project meetings. He is supported by direct reports to accomplish all contract administration and management tasks. » 20+ years of experience managing multi-million-dollar DBs with 100+ staff members/subcontractors with proven leadership skills. » In-depth knowledge of DB delivery processes in estimating, scheduling, and project management. Currently project manager for CCR 1 and 2.
	Michael Parker <i>Blythe</i>	Construction Manager	<ul style="list-style-type: none"> » Singular responsibility for leading all construction personnel. A team of direct reports will assist the CM in managing respective functions including construction, safety, and administration. » 41 years of experience with managing multiple projects including I-26 Corridor DB corridor experience. This includes working with owners, designers, utilities, subcontractors to ensure the execution is completed by crews and subcontractors in a safe and quality manner within the schedule for project delivery.
	Steven Swygert, PE <i>Michael Baker</i>	Lead Design Engineer	<ul style="list-style-type: none"> » Lead the design and coordinate the work of all design functions. » 30+ years of experience as Lead Design Engineer or Hydraulic Task Lead on several DB projects, coordinating and managing multiple groups. » Lead Design Engineer for the SCDOT's \$181M I-85 MM 98-106 Widening in Cherokee County, SC. Among the other major DB projects, he has had a leadership role on SCDOT's \$600M Arthur Ravenel Bridge and \$75M US 17 ACE Basin Phase II projects, and MoDOT \$487M Safe and Sound Bridge Improvement DB project.
	Newel White, PE <i>RKI</i>	Independent Quality Manager	<ul style="list-style-type: none"> » Onsite management of the QA portion of the CQMP reporting SCDOT and UBJV Executive Committee. Newel will review, approve, authorize, examine, interpret, and confirm any methods or procedures as designated in the Contract, SCDOT Standard Specifications and approved CQMP. » 17 years of experience on large DB highway projects including SCDOT's CCR 1 – Richland and Lexington Counties, SC and many large DB projects in Utah and Arizona in similar IQM/IQF roles. » Experience working with the UIG on CCR 1 as the IQM to ensure compliance and QA with RFC plans, SCDOT standards, and RFP requirements.
VALUE ADDED STAFF			
	Jeff Nichols, Jr. <i>UIG</i>	Design-Build Coordinator	<ul style="list-style-type: none"> » 23 years of experience on major interstate projects including multiple DB such as CCR 1 & 2. » In-depth knowledge of DB delivery processes with experience in estimating, scheduling, engineering and project management. Extensive experience with DB Coordination and DB project start-up.
	Stephen Ross, PE <i>Michael Baker</i>	Structural Engineer	<ul style="list-style-type: none"> » 20 years designing bridges for SCDOT focusing on interstate bridges and complex MOT staging. » SCDOT DB familiarity having served as Structural Design Lead for two prior SCDOT Interstate DBs.
	Reneé Tison, PE <i>Michael Baker</i>	DB Pursuit Manager	<ul style="list-style-type: none"> » 22 years experience with design and management of large scale, multi-disciplined SCDOT projects with a focus on interstate and complex MOT. » SCDOT DB familiarity having served as the Deputy PM on the successful \$180M I-85 DB Phase 3 and Lead Design Engineer on the I-26 DB in Calhoun & Lexington Counties.
	Sherri Devereaux <i>Michael Baker</i>	Railroad Coordinator	<ul style="list-style-type: none"> » 30+ years experience and 10+ years of experience with railroads relating to highway encroachments, access agreements, flagmen, and understands railroad/SCDOT protocol and practices. » Outstanding performance award by SCDOT Utilities Engineer 2016 and 2010 recognized by Secretary of Transportation for exemplary performance.
	Eric J. Lockamy <i>UIG</i>	Construction Utility Coordinator	<ul style="list-style-type: none"> » 20+ years of utility experience including CCR 1 & 2. » Bridges the gap between utility relocation planning & design and construction, providing “boots on the ground” coordination of utility relocation construction during overall project construction.
	Brad Whittle, PE <i>Michael Baker</i>	Utility Coordinator	<ul style="list-style-type: none"> » Worked on utility projects across North and South Carolina for over two decades. » Aids utility companies in utility relocation strategies and plans leading up to the utility relocation phase. To accelerate schedules, Brad provides utility coordination while the utility relocation window overlaps with project construction and prioritizes relocations accordingly.
	Bryan Shriver, PE <i>Insight</i>	Geotechnical Engineer	<ul style="list-style-type: none"> » 20 years of experience on SCDOT design-build projects » 12+ years of experience partnering on SCDOT Geotechnical On-call Contract

3.4.4 PROJECT MANAGEMENT TEAM DB Project Manager, Timothy Marsh, DBIA, has the DB experience on large projects and expertise in all phases of roadway and bridge construction required to successfully deliver the project and full authority over the project to make final decision with advisement from the UBJV Executive Committee, as demonstrated in [Appendix A](#).

3.4.5 DESIGN ENGINEERING TEAM The design engineering team, led by Steven Swygert, PE, has the experience and expertise in all phases of roadway and bridge structure design required to successfully deliver the project as demonstrated in [Appendix A](#).

3.4.6 CONSTRUCTION MANAGEMENT TEAM Construction Manager, Michael Parker, and IQM, Newel Kimball White, PE, have experience and expertise in all phases of roadway and bridge construction required as demonstrated in [Appendix A](#).

3.5 PAST PERFORMANCE

3.5.1 EXPERIENCE OF PROPOSER Work History Forms included in [Appendix B](#) and Contractor/Designer Reference Forms are included in [Appendix H](#).

3.5.2 QUALITY OF PAST PERFORMANCE Responses to the questions in Section 3.5.2 are in [Appendix C](#). Within the last five years, no individual or firm has been suspended, debarred, disqualified from bidding, or declared ineligible for work by any entity, nor any such actions pending.

Safety Program The UBJV’s approach to safety is founded on **SAFETY FIRST** where we will create a collaborative culture giving everyone ownership of, and a voice in safety. Every employee has the authority to stop unsafe acts or conditions, **SEE SOMETHING, SAY SOMETHING**. The culture begins with the craft employees and will extend to all entities working on the Project, including subcontractors.



UIG and Blythe maintaining a safe experience modification rate (EMR).

EMR Year	UIG	BD
2024	.79	1.07
2023	.76	1.02
2022	.77	.97
2021	.84	.86
2020	.90	1.00

3.6 LEGAL AND FINANCIAL

- » **3.6.1 Financial Capacity and 3.6.2 Bonding Capacity** UBJV’s notarized affidavit and surety letter is included in [Appendix D](#).
- » **3.8 SCDOT Prequalification Certification** UIG and Blythe’s SCDOT Prequalification Certificate is included in [Appendix D](#).

3.7 ORGANIZATIONAL CONFLICTS OF INTEREST Signed Conflict of Interest forms are included in [Appendix E](#).

ADDITIONAL APPENDICES: [Appendix F](#) Confidential or Proprietary Information Summary List, [Appendix G](#) Addendum Receipt Form.

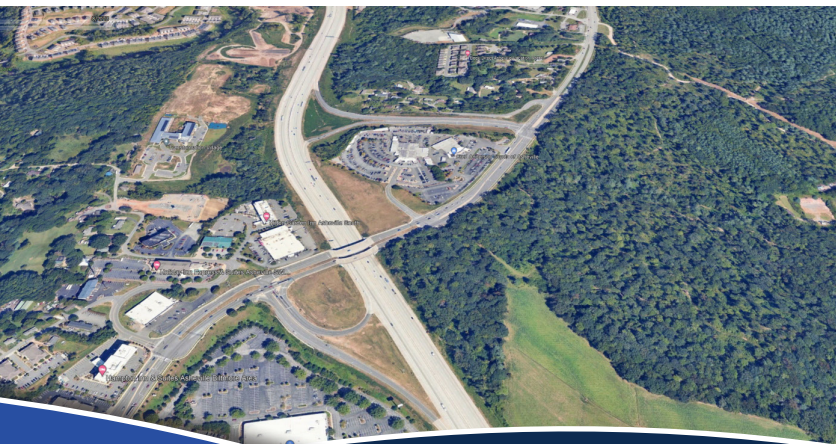
Appendix A

3.4.3 *Key Individual Resume Forms*

» 3.4.4 *Project Manager*

» 3.4.5 *Lead Design Engineer*

» 3.4.6 *Construction Manager and Independent Quality Manager*



KEY INDIVIDUAL RESUME FORM

Brief Resume of Key Individual anticipated for the Project.

- a. Name & Title:
Timothy Brian Marsh, DBIA, Senior Project Manager
- b. Role of Key Individual for this Project:
Project Manager
- c. Name of Firm with which you are now associated:
United Infrastructure Group, Inc.



- d. Years of Experience: With this Firm 10 Months With Other Firms 25 Years

Employment History:

20+ Years of experience managing multi-million-dollar contracts with 100+ workforce members and subcontractors. Proven leadership skills and strong technical background. In-depth knowledge of Design Build and Bid Build procurement and delivery processes. Experienced in estimating, scheduling, and project management.

United Infrastructure Group, Inc.: Senior Project Manager – Mr. Marsh is currently working on Carolinas Crossroads Phase 1 and Phase 2 in an interim project manager support role until CCR 3 begins. He is supporting the planning and coordination of all activities of heavy highway construction to ensure goals and objectives of the projects are accomplished within schedule and budget, with an emphasis on the structure scopes of work. **August 2023-Present**

Superior Construction: Senior Project Manager – Mr. Marsh managed projects including major Design Build Projects. This included working with owners, designers, utilities, subcontractors to ensure the execution was completed by Superior crews and subcontractors. Responsibilities included directing the project management staff and field crews to ensure project safety, quality, cost controls, and adherence to project schedules. He was responsible for managing all bridge and road work and overseeing all project construction activities. His other duties included scheduling, budgeting, and cost estimating. **November 2020-August 2023**

Flatiron Constructor: Project Manager/ Construction Manager - Managed multiple projects including Design Build Projects. This includes working with owners, designers, utilities, subcontractors to ensure the project was executed in safe, quality, and timely manner for project delivery. **August 2015-November 2020**

Blythe Construction Co.: Project Manager - Managed multiple projects including major Design Build Projects. Mr. Marsh was responsible for overall project management, which included working with owners, designers, utilities, subcontractors to ensure the execution was completed by crews and subcontractors in a safe and quality manner within the schedule for project delivery. Design Build Project assignments were for the full life cycle of the project, from SOQ to Project Completion. **March 2002-August 2015**

J.R. Vannoy & Sons Construction Co.: Engineer – Support to Superintendent, tracking quantities, scheduling crew & subcontractors, developing work plans, and general construction survey. **April 1997-March 2002**

- e. Education: Wilkes Community College/ Associate Degree / 1998 / Construction Management

- f. Active Registrations: DBIA

- g. Document the extent and depth of your experience and qualifications relevant to the Project.

Carolina Crossroads Phase 1: Colonial Life Blvd – Columbia, SC

Non-Key Personnel Role: Assistant Project Manager
Experience with Current Firm: United Infrastructure Group, Inc. / AUJV
Project/Assignment Duration: Project: 2021-2024 / Assigned: August 2023-Present
Owner Contact Information: SCDOT | David Rogers | RogersDL@scdot.org | (803) 737-6030
Design/Construction Value: \$207 Million

Project Description: This design-build project is the first phase of the Carolina Crossroads Project, consisting of reconstructing the Colonial Life Boulevard Interchange with I-26, and widening more than two miles of I-26. The AUJV is building three new bridges ranging from 386 to 3,280 feet in length with a total deck of more than 200,000 SF. Bridge construction includes two new bridges at the interchange and a new ramp bridge over CSX Transportation railroad lines and the environmentally sensitive Saluda River. Roadwork on this busy interstate corridor includes asphalt milling and resurfacing, stormwater management upgrades, signs, guardrail, barrier walls, drainage, utility relocations, lighting, signals, and ITS. Tim is serving in an interim assistant project management role, supporting the design-build team to meet all project goals.

Similarities to CCR PH 3C: Interstate construction, interstate bridges, bridge over CSX railroad, bridge over Saluda River, bridge demolition, retaining walls, grading and drainage, paving, signing, utility relocations, and multi-phase MOT while maintaining traffic along major interstates.



Carolina Crossroads Phase 2: Broad River Rd. at I-20 Interchange – Columbia, SC

Non-Key Personnel Role: Assistant Project Manager
Experience with Current Firm: United Infrastructure Group, Inc. / AUJV
Project/Assignment Duration: Project: 2021-2025 / Assigned: August 2023-Present
Owner Contact Information: SCDOT | David Rogers | RogersDL@scdot.org | (803) 737-6030
Design/Construction Value: \$127 Million

Project Description: This design-build project is the second phase of the Carolina Crossroads Project and consists of reconstructing the Broad River Road Interchange with I-20 and widening almost two miles of I-20. The AUJV is constructing three



new bridges with more than 50,000 SF of deck area, two over I-20 and one over the ramp to I-26, along with 5,600 LF of MSE and Gravix walls, earthwork, and drainage. Additional scopes include asphalt milling/resurfacing, guardrail, barrier walls, utility relocations, signs, lighting, signals, and ITS. Tim is serving in an interim assistant project management role, supporting the design-build team to meet all project goals. ***Similarities to CCR PH 3C:*** Interstate construction on I-20, interstate bridges, bridge demolition, retaining walls, grading and drainage, paving, signing, utility relocations, and multi-phase MOT while maintaining traffic along major interstates.



US 1 Over I-20 Interchange Improvements Design Build – Lexington County, SC

Key Personnel Role: Senior Project Manager
Firm: Superior Construction
Project/Assignment Duration: Project 2020-2023 / Assigned 2020-2023
Owner Contact Information: SCDOT | John Burns, PE, DBIA | BurnsJM@scdot.org | (803) 530-8798
Design/Construction Value: \$38 Million

Project Description: This Project includes construction/replacement of existing US 1 Bridge over I-20 and construction of new Cedar Road Bridge over US 1, four new ramps and realignment of US 1, four MSE Walls and improvements to two secondary roadways. This project addresses traffic deficiencies at the interchange and brings the facility to current standards. Mr. Marsh's project responsibilities included all project management duties including designer coordination, scheduling, subcontractor management, work planning, financial management, and overall contract management. ***Similarities to CCR PH***

3C: Interstate construction, interstate bridges, bridge demolition, retaining walls, grading and drainage, paving, signing, utility relocations, and multi-phase MOT while maintaining traffic along major interstates.



Business I-40 Design Build - Forsyth County, NC

Key Personnel Role: Project Construction Manager
Firm: Flatiron Constructors
Project/Assignment Duration: Project 2016-2020 / Assigned 2016-2020
Owner Contact Information: NCDOT | Larry Shaver | LBShaver@ncdot.gov | (336) 249-6255
Design/Construction Value: \$110 Million

Project Description: This Project was the complex phased construction of 1.2 miles of urban interstate reconstruction. Scope included removal of concrete pavement, new median barrier wall, 9 vehicular bridges, 2 pedestrian bridges including a Tied Arch bridge, 200,000 sf of retaining walls, interchange improvements, storm drainage, asphalt paving, traffic control, mass excavation, fine grading, stone base, and soil stabilization. This project was located in the middle of Downtown Winston-Salem, NC and required a 24-month shut down of Business 40 for construction. The project reopened in 14 months, 10 months ahead of the required date.

Mr. Marsh was responsible for day-to-day bridge construction operations, submittals, and overseeing subcontractors on this design-build project. This project was awarded the 21st Annual Design-Build Institute of America (DBIA) Southeast Project of the Year. ***Similarities to CCR PH 3C:*** Interstate construction, interstate bridges, bridge demolition, retaining walls, culverts, grading and drainage, paving, signing, lighting, utility relocations, and multi-phase MOT while maintaining traffic along major interstate.



I-85 Widening Design-Build I-2511CB – Rowan County, NC






Key Personnel Role: Project Manager
Firm: Blythe Construction, Inc.
Project/Assignment Duration: Project 2006-2008 / Assigned 2006-2008
Owner Contact Information: NCDOT | Kelly Seitz | KSeitz@ncdot.gov | (704) 630-3200
Design/Construction Value: \$90 Million

Project Description: Phased construction of 3.5 miles of interstate widening consisting of demolition of existing roadway and construction of new concrete pavement with 2 new interchanges. Mass excavation, traffic control, asphalt, concrete, bridges, demolition of existing bridges, storm drainage, and box culverts. Mr. Marsh managed contract deliverables, project scheduling, and all construction activities while implementing the best safety and quality practices to ensure no delays. ***Similarities to CCR PH 3C:*** Interstate construction, interstate bridges, bridge demolition, retaining walls, culverts, grading and drainage, paving, signing, lighting, utility relocations, and multi-phase MOT while maintaining traffic along major interstate.



H. For Key Personnel required to be on-site full-time for the duration of construction, provide a current list of assignments, role, and the anticipated duration of each assignment. Tim Marsh is currently serving as the Project Manager on CCR1 and CCR2 projects. He will be 100% available to be onsite by April/May 2025 for CCR 3C project as the Project Manager.

KEY INDIVIDUAL RESUME FORM

Brief Resume of Key Individual anticipated for the Project.		
a. Name & Title: Steven Derek Swygert, PE, Operations Manager		
b. Role of Key Individual for this Project: Lead Design Engineer		
c. Name of Firm with which you are now associated: Michael Baker International, Inc.		
d. Years of Experience: With this Firm <u>25</u> Years With Other Firms <u>7</u> Years		Michael Baker INTERNATIONAL
Firm 1: Michael Baker International, Inc.: <ul style="list-style-type: none"> Department Manager – Responsible for managing multiple design groups, project management (including the I-85 Widening Design-Build Phase 3 in Cherokee County, SC), roadway drainage design, bridge hydraulic studies, and overseeing construction plan preparation. 2000 – Present Senior Project Engineer – Responsible for project management, roadway drainage design, bridge hydraulic studies, and a variety of hydrological and hydraulic modeling. 1999 – 2000 		
Firm 2: USDA Natural Resources Conservation Service: <ul style="list-style-type: none"> Civil Engineer – Provided design for flood studies and environmental assessments, prepared construction drawings, wrote construction specifications for PL-566 watershed projects. 1992 – 1999 		
e. Education: Name & Location of Institution(s)/Degree(s)/Year(s)/Specialization(s): Clemson University, Clemson, SC / Bachelor of Science / 1991 / Civil Engineering		
f. Active Registrations: Year First Registered/State/Discipline/All Active Registration #s: 1997 / SC / Professional Engineer - Civil / 18012 2012 / MS / Professional Engineer - Civil / 20848 2003 / NC / Professional Engineer - Civil / 28639 2001 / VA / Professional Engineer - Civil / 35696 2002 / GA / Professional Engineer - Civil / 27487 2006 / WV / Professional Engineer - Civil / 17003 2008 / LA / Professional Engineer - Civil / 33760 2015 / AL / Professional Engineer - Civil / 34922-Ev 2009 / MO / Professional Engineer - Civil / 2009015455		
g. Document the extent and depth of your experience and qualifications relevant to the Project. <u>I-85 Widening Design-Build Phase 3 Cherokee County – P027116</u> Key Personnel Role: Lead Design Engineer Experience with Current Firm: Yes – Michael Baker International, Inc. Project/Assignment Duration: Project 2016-2023, Assigned 2016-2023 Owner Contact Information: SCDOT, Bradley Reynolds, PE, (803) 737-1440, reynoldsbs@scdot.org Design/Construction Value: \$181.7 million (contract value) Project Description: This design-build project included the widening and improvement of a busy segment of I-85 connecting the Spartanburg, SC and Charlotte, NC metropolitan areas. Approximately eight miles of the existing interstate highway was widened from four lanes to a six-lane facility, adding one lane in each direction. The scope included the reconstruction of four interchanges, replacing an existing Norfolk Southern railroad bridge, improvements to connecting frontage roads, improved geometrics, and the elimination of 1950's slip ramps. The project enhances the safety along the existing facility, reduced traffic congestion on I-85, and corrects deficient elements along the mainline, ramps, and interchanges. Steve oversaw the roadway, bridge, and drainage design, environmental permitting, right-of-way acquisition, project management, and utility coordination.		
		
		
<u>I-26 Widening MM 85 to 101 Design-Build Preparation</u> Key Personnel Role: Project Manager Experience with Current Firm: Yes – Michael Baker International, Inc. Project/Assignment Duration: Project 2016-2022, Assigned 2016-2022 Owner Contact Information: SCDOT, Bradley Reynolds, PE, (803) 737-1440, reynoldsbs@scdot.org Design/Construction Value: \$893,864 (design value) Project Description: Responsible for project management and hydraulic design. Michael Baker provided preliminary engineering, and design review services as a subconsultant for the widening of I-26 from approximately SC 202 (Exit 85) to approximately U.S. 176 (Exit 101). Michael Baker's services included pipe and box culvert inspection, development of a website mapping tool for public comments, hydrology and hydraulic design, and support during development of the design-build request for qualifications and		
		
		

request for proposals. Steve managed the firm's role in providing hydraulic and roadway design review services using Bluebeam for preliminary, right-of-way, and final plan submittals from the design-build team.

I-85 Rocky Creek Design-Build Preparation

Key Personnel Role: Task Manager

Experience with Current Firm: Yes – Michael Baker International, Inc.

Project/Assignment Duration: Project 2015-2019, Assigned 2015

Owner Contact Information: SCDOT, Bradley Reynolds, PE, (803) 737-1440, reynoldsbs@scdot.org

Design/Construction Value: \$340 million (contract value)

Project Description: Managed the Preliminary Hydraulic Design and provided RFQ/RFP support. Michael Baker provided engineering services for the widening of I-85 from MM53 for approximately 1 mile to MM54 near Pelham Road (Exit 54). The project included adding a travel lane in each direction, improving the Pelham Road entrance and exit ramps, and additional hydraulic services included to assess the Rocky Creek crossing under I-85. The Rocky Creek crossing is located approximately 0.5 miles west of Pelham Road. The crossing, which consists of quadruple 10-foot-wide x 8-foot-high box culvert, experienced significant flooding on August 10, 2014.



US 17 (ACE Basin) Improvements Design-Build

Key Personnel Role: Design Manager

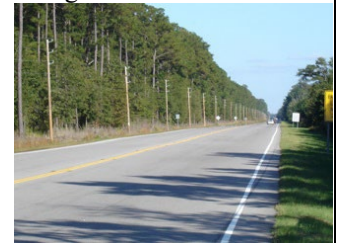
Experience with Current Firm: Yes – Michael Baker International, Inc.

Project/Assignment Duration: Project 2009-2013, Assigned 2009-2010

Owner Contact Information: SCDOT, Daniel Burton, PE, (843) 371-0342, burtond@scdot.org

Design/Construction Value: \$75 million (contract value)

Project Description: Responsible for management of the hydraulic design team and was the Engineer of Record for all drainage and erosion control plans. Steve oversaw the firm's role as the prime engineering consultant for the design-build safety improvement project along approximately 15 miles of U.S. 17 in South Carolina's ACE Basin. The project involved widening U.S. 17 from a two-lane to a four-lane divided highway. It included several bridge replacements, and work in environmentally sensitive areas within the Coastal Region.



Western Wake Freeway Design-Build

Key Personnel Role: Design Manager

Experience with Current Firm: Yes – Michael Baker International, Inc.

Project/Assignment Duration: Project 2010-2013, Assigned 2010-2013

Owner Contact Information: North Carolina Turnpike Authority (NCTA), Chief Engineer - Patrick Norman, PE; 919-819-1753, pnorman@ncdot.gov

Design/Construction Value: \$466 million (construction)

Project Description: Managed the hydraulic design team and was the Engineer of Record for all erosion control design for Section C of the project (7.3 miles from US 64 to NC 55). He also managed the drainage design for Section C2 (4.6 miles from Green Level Road to NC 55). Michael Baker led a multi-discipline design team and provided project management for this new freeway design-build project.



I-26/I-95 Interchange Design-Build Pursuit

Key Personnel Role: Responsible for Management of the Design Team as the Lead Design Engineer for the I-26/I-95 Design-Build pursuit.

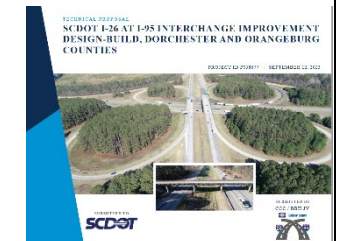
Experience with Current Firm: Yes – Michael Baker International, Inc.

Project/Assignment Duration: Start Date: February 2023

Owner Contact Information: Owner: Crowder Constructors Inc. Submitted to: SCDOT, Bradley Reynolds, PE, (803) 737-1440, reynoldsbs@scdot.org

Design/Construction Value: \$616,518 (Fee)

Project Description: The Crowder Construction Company/Balfour Beatty Infrastructure, Inc. JV team with Michael Baker International as the Lead Engineer made the shortlist of three teams and submitted a responsive proposal. The project consisted of reconstruction of the existing system interchange at I-26 and I-95, including full reconstruction of the current ramps and acceleration and deceleration lane tie-ins with the mainline of both I-26 and I-95. It also included the replacement of the bridge on Whetsell Pond Road over I-26.



h. For Key Personnel required to be on-site full-time for the duration of construction, provide a current list of assignments, role, and the anticipated duration of each assignment.

N/A

KEY INDIVIDUAL RESUME FORM

Brief Resume of Key Individual anticipated for the Project.

- a. Name & Title:
Michael Dale Parker, Construction Manager
- b. Role of Key Individual for this Project:
Construction Manager
- c. Name of Firm with which you are now associated:
Blythe Development, LLC



d. Years of Experience: With this Firm 24 Years With Other Firms 17 Years

Employment History:

Blythe Development, LLC: Construction Manager - Managed multiple projects including Design Build Projects. This includes working with owners, designers, utilities, subcontractors to ensure the execution is completed by BDC crews and subcontractors in a safe and quality manner within the schedule for project delivery. June 2010-Current

SHEA Homes: Director of Field Operations - Coordinated the purchase, design, permitting and construction for multiple residential community construction projects in North Carolina. April 2006- June 2010

Blythe Development Co.: Superintendent - Managed the field operations for BDC crews as well as subcontractors for multiple NCDOT and City of Charlotte civil construction projects. February 1996- April 2006

Blythe Construction Co.: Superintendent - Managed the field operations for BDC crews as well as subcontractors for multiple NCDOT and City of Charlotte civil construction projects. June 1983- February 1996

e. Education: Name & Location of Institution(s)/Degree(s)/Year(s)/Specialization(s): N/A

f. Active Registrations: Year First Registered/State/Discipline/All Active Registration #s: N/A

g. Document the extent and depth of your experience and qualifications relevant to the Project.

I-26 & Brevard Road Design Build NCDOT Buncombe Co, NC

Key Personnel Role: Construction Manager

Experience with Current Firm: Yes

Project/Assignment Duration: Project December 2016-June 2020

Owner Contact Information: NCDOT, Randy McKinney 828.298.0080 rmckinney@ncdot.gov

Design/Construction Value: \$48 Million



Project Description:

This project includes 3 miles of interstate and interchange reconstruction of I-26 and Brevard Rd in Asheville, NC. This includes the staged demolition of the existing bridge over I-26 and construction of a new structure to accommodate the interchange reconstruction. Mr. Parker's specific responsibilities as Construction Manager included coordination with designers, scheduling, cost control, safety, quality, and constructability. Mr. Parker also managed all of the daily construction activities for this project supervising multiple superintendents and scopes of work including coordination and communication with all subcontractors and owner representatives.



Macy Grove Road Design Build NCDOT Forsyth Co., NC

Key Personnel Role: Construction Superintendent

Experience with Current Firm: Yes

Project/Assignment Duration: Project 2012-2015

Owner Contact Information: NCDOT, Jeremy Guy, PE, 336.747.7900, jmguy@ncdot.gov

Design/Construction Value: \$39 Million



Project Description:

This project was the reconstruction and improvement of the interchange for Macy Grove Rd and I-40 BUS in Kernersville, NC. The project included the demolition and construction of the bridge over I-40 BUS along with the construction of two other bridges, one of which was over the Norfolk Southern Railroad. Mr. Parker's specific responsibilities included coordination with owners, designers, scheduling, cost control, safety, quality and constructability. Mr. Parker also included coordinating the schedules of all of the subcontractors on this project. Mr. Parker's efforts on this project played a major role in Blythe Development Company receiving the coveted Association of General Contractors Pinnacle Award for large projects.



I-485 New Construction I-77 to Arrowood Rd, Charlotte, NC

Key Personnel Role:	Superintendent
Experience with Current Firm:	No. Firm 4 - Blythe Construction Co.
Project/Assignment Duration:	Project 1995-1996
Owner Contact Information:	NCDOT, Rick Baucom, PE, 704.983.4400, rbaucom@ncdot.gov
Design/Construction Value:	\$50 Million

Project Description:

This project consisted of approximately 4 miles of new location construction of I-485, Charlotte's perimeter loop. The work entailed grading, drainage, bridges, concrete paving, and interchange construction.

- h. For Key Personnel required to be on-site full-time for the duration of construction, provide a current list of assignments, role, and the anticipated duration of each assignment.

Mr. Parker is currently assigned as Blythe Development's Senior Construction Manager and is assisting younger superintendents and Project Managers on several ongoing site and roadway projects in the region. His extensive background in all phases of site work and Heavy Highway construction allow him to provide direction to the crews of multiple projects that stand in multiple different phases, for their successful completion. Mr. Parker's wealth of knowledge is being passed on to the next generation.

The primary projects Mr. Parker is working with other Blythe Development construction teams are currently in the South Carolina Low Country. One of these projects is the Maple Street Extension project in Summerville, SC. This project was designed and being administered by UBJV's lead designer, Michael Baker International. During the Design phase for the CCR 3C project, Micheal will be involved in providing feedback, constructability review and direction on the best product to incorporate into the design. Upon successfully contracting the CCR-3C project, Micheal's daily tasks and responsibilities will be handed to a successor to allow Michael to focus solely on the construction of the CCR Project Phase 3C.

KEY INDIVIDUAL RESUME FORM

Brief Resume of Key Individual anticipated for the Project.		 
a. Name & Title:	Newel Kimball White, PE, Vice President	
b. Role of Key Individual for this Project:	Independent Quality Manager (IQM)	
c. Name of Firm with which you are now associated:	Raba Kistner, Inc. (RKI)	
d. Years of Experience: With this Firm <u>13</u> Years With Other Firms <u>4</u> Years <u>Employment History:</u>		
<ul style="list-style-type: none"> Raba Kistner Infrastructure, Inc (2010-Present): Vice President/Quality Manager – Responsible for developing and managing quality programs for large design build highway projects across the United States. PSI/Intertek (2008-2010): Engineering Department Manager – Responsible for managing geotechnical engineering projects including field exploration, construction inspection and design deliverables. Ardaman & Associates (2004-2006): Project Manager – Responsible for geotechnical design projects and construction inspection programs. 		
e. Education: <ul style="list-style-type: none"> University of South Florida / Tampa, Florida / Bachelor of Science Civil Engineering / 2004 University of South Florida / Tampa, Florida / Master of Science Civil Engineering – Geotechnical / 2004 Stanford University / Stanford, California / Master of Business Administration / 2008 		
f. Active Registrations: SC / Civil / 40253, FL / Civil / 76610, UT / Civil / 7558174, NV / Civil / 023812, AZ / Civil / 60559, NM / Civil / 27865 ASQ – Certified Manager of Quality/Organizational Excellence – No. 54698		
g. Document the extent and depth of your experience and qualifications relevant to the Project. <u>Carolina Crossroads Phase 1 – Richland and Lexington Counties, SC</u> Key Personnel Role: Experience Independent Quality Manager (IQM) Yes, with Current Firm: Raba Kistner Inc. Project/Assignment Duration: Project 2021-Present, Assigned 2021-Present Owner Contact Information: SCDOT Brian D. Klauk, PE, CPM, ENV SP klaukbd@scdot.org (803) 737-5051 Design/Construction Value: \$207.9 Construction Value Project Description: The project consists of all work necessary to complete the design and construction of a new exit ramp to US 378 from I-26 eastbound and associated interstate widening in Lexington County and a full access interchange at Colonial Life Boulevard at I-126 in Richland County. The purpose of the project is to provide traffic access to and from I-26 and I-126 to Colonial Life Blvd., allowing for the closure of the existing on and off ramps that access I-26 from Bush River Road. The project includes constructing a new westbound bridge along I-26 over the Saluda River which includes a ramp that crosses CSX Railroad. The two new ramp bridges at Colonial Life Blvd. consist of multi-span curved steel plate girder superstructures. As the IQM, Mr. White's responsibilities are to ensure compliance and quality acceptance (QA) with RFC plans, SCDOT standards, and RFP requirements. He oversees the inspection staff performing sampling, testing and inspection and he manages an AASHTO certified laboratory. Mr. White worked with the SCDOT and the AUJV to create a construction QMP that defined the role and procedures for IQF to accept the construction work being performed. He performs routine audits for compliance to the CQMP. He reports to the AUJV board and the SCDOT and utilizes the ELVIS (Electronic Laboratory and Vital Information System) to store all quality-related documents for the project. Similarities to CCR3C: Design Build, Bridge Over Water (Saluda River), Bridge over Railroad, Railroad Coordination, Interstate Widening, Utility Relocation, Environmentally Sensitivity, Same Contractor (AWC)		



West Davis Corridor – Davis County, UT

Key Personnel Role: Construction Quality Manager (CQM)
Experience with Current Firm: Yes, Raba Kistner, Inc.
Project/Assignment Duration: Project 2020-Present, Assigned 2020-2022
Owner Contact Information: UDOT, Kelly Barrett, kbarrett@utah.gov, (801) 620-1600
Design/Construction Value: \$600M Construction Value

Project Description: This project includes 20+ miles of mostly greenfield construction with 50+ new structures. As CQM Newel worked with the joint venture team and UDOT to develop the Construction Quality Plan for the project. He is responsible for staffing and executing the quality assurance portion of the quality plan. In this role, he manages the day-to-day effort of the IQF firm's staff which includes 35+ engineers, administrative staff, inspection staff and materials technicians. He is responsible for evaluating the construction work for acceptance and documenting work that does not meet project requirements.

Similarities to CCR3C: Bridge construction, bridge over water, noise barrier, environmental sensitivity.



Loop 202, South Mountain Freeway – Phoenix, AZ

Key Personnel Role: Construction IQF Manager (CIQM)
Experience with Current Firm: Yes, Raba Kistner, Inc.
Project/Assignment Duration: Project 2016-2020, Assigned 2016-2018
Owner Contact Information: ADOT, Julie Gadsby, JGadsby@azdot.gov, (602) 768-2167
Design/Construction Value: \$986M Construction Value

Project Description: This project includes 22 miles of construction with 41 new bridges and 1.2M tons of HMAC paving in Phoenix, AZ. As CIQM, Newel's specific responsibilities included leading a staff of 60+ PEs, EITs, inspectors, and lab technicians to provide Quality Assurance oversight and construction materials testing. He also is tasked with reviewing/modifying the project's Construction Quality Management Plan as necessary and providing applicable training to IQF staff. He interpreted plans and specifications and provided guidance based on the findings. He authored Technical Bulletins as required, which are used project-wide when further clarification is needed within the Project Team regarding IQF's acceptance requirements, inspection methods, and QA procedures. Newel resolved disputes on behalf of the IQF for issues that rise to the top level of the Project Escalation Ladder. He provided guidance and mentored the PE's and EIT's on his staff.

Similarities to CCR3C: Alternative delivery, interstate bridge demolition and construction, utility relocations, bridge over water.



I-15 CORE Reconstruction – Utah County, UT

Key Personnel Role: Materials Manager
Experience with Current Firm: Yes, Raba Kistner, Inc.
Project/Assignment Duration: Project 2010-2013, Assigned 2010-2013
Owner Contact Information: UDOT, Robert Stewart, rstewart@utah.gov, (801) 440-5746
Design/Construction Value: \$1.2B Construction Value

Project Description: The I-15 CORE Project is the largest Design-Build (DB) highway project ever constructed in the State of Utah, totaling \$1.2 Billion and consisting of reconstructing 26 miles of I-15 through Utah County. Mr. White oversaw the materials program for the project including the placement of over 2.5M CY of PCCP, 600,000 tons of HMA, 250,000 CY of structural concrete and 3M+ CY of embankment material. Mr. White managed a staff of 15+ engineers, materials technicians, and inspectors. In addition, he performed statistical validation of contractor performed testing in accordance with FHWA requirements.

Similarities to CCR3C: Interstate construction, bridge demolition, bridge construction, utility relocation, environmental sensitivity.

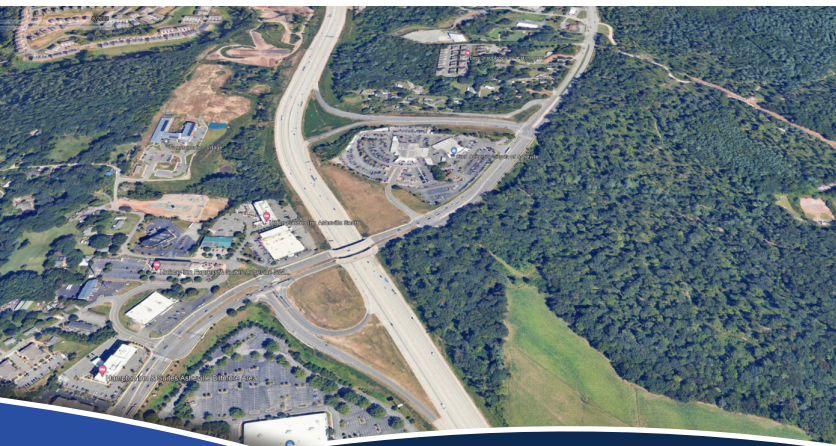




- h. For Key Personnel required to be on-site full-time for the duration of construction, provide a current list of assignments, role, and the anticipated duration of each assignment.
Newel White is currently assigned to CCR 1 and CCR 2 as IQM, which will both be substantially complete prior to the start of the Carolina Crossroads Phase 3C project, allowing him to be on-site, full-time, for the duration of construction.

Appendix B

3.5.1 *Experience of Proposer's Team (Work History And Quality Form – Contractor/Lead Designer)*

- » *Lead Contractor or any Major Subcontractors - Four Projects*
- » *Lead Design Engineer - Four Projects*
- » *Lead Independent Quality Firm - Two Projects*



WORK HISTORY AND QUALITY FORM – CONTRACTOR					
United Infrastructure Group, Inc.					
a. Project Name & Location (City, State)	b. Name of the lead responsible for the overall project design	c. Contact information of the Owner and their Project Manager who can verify Contractor’s responsibilities	d. Actual or Estimated Construction Completion Date	e. Actual or Estimated Project Construction Cost	f. Dollar Value of Work Performed by the Contractor identified as the Lead Contractor or Major Subcontractor
Carolina Crossroads Phase 1- Colonial Life Blvd. at I-26 Interchange, Richland and Lexington Counties, SC	 Archer-United Joint Venture	David Rogers CCR Construction Manager (803) 737-6030 RogersDL@scdot.org	10/2024	\$215,000	\$215,000
g. Narrative describing the work performed by the Contractor. If submitting work completed by an affiliated or subsidiary company of the Contractor, identify the full legal name of the affiliate or subsidiary and their role on the Project.					
<div><div><p>This Design-build project is the reconstruction of the Colonial Life Boulevard Interchange with I-26, which includes widening more than two miles of I-26 and major bridge crossings over the Saluda River and CSX Railroad. Roadwork on this busy interstate corridor includes asphalt milling and resurfacing, stormwater management upgrades, signs, guardrail, barrier walls, drainage, utility relocations, lighting, signals, and ITS. United Infrastructure Group bridge crews are building three new bridges ranging from 386 to 3,280 feet in length with a total deck of more than 200,000 SF. Bridge construction includes two new bridges at the interchange (Bridges 34 & 36) and a new ramp bridge over CSX Transportation railroad lines and the environmentally sensitive Saluda River (Bridge 35). The construction of these bridges includes complex activities such as setting beams from barges, erecting a straddle bend and curved steel girders over CSX Railroad, and pouring decks with both vertical and horizontal curve transitions. In addition, about 150,000 SF of retaining walls are being constructed. Key Individuals: Timothy Marsh, DBIA - Project Manager, Assigned: August 2023-Present</p></div><div><p><u>RELEVANCE</u></p><ul style="list-style-type: none">✓ Complex/over-water bridge construction✓ Heavy traffic in urban area✓ Accelerated design and construction✓ ROW, Utility, & RR Coordination✓ Working near/over environmentally sensitive areas✓ Same Project Manager and other team members✓ Same location</div><div><p>JOINT TEAM MEMBER PARTICIPATION:</p><ul style="list-style-type: none">✓ UIG: Bridge Contractor✓ Michael Baker: Owner Verification✓ RKI: Independent Quality Firm</div><div></div></div>					
h. Self-Assessment. The information provided in this section should be a self-assessment of UIG’s performance on the project to identify Lead Contractors/Major Subcontractors with firms or personnel that have successfully completed projects on time and on or under budget, and to identify Lead Contractors/Major Subcontractors that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
<p>This project is an example of UIG’s ability and willingness to work to progress construction even when faced with obstacles such as difficult site conditions or delays in critical material delivery. UIG worked with a major subcontractor on this project in order to resolve a dispute to appease both parties while both parties continued to work. UIG was able to provide experienced resources across the board, including the Project Manager, Project Engineers, and Superintendents with decades of experience. UIG was able to supplement personnel and equipment resources quickly as needed from the large local pool within UIG. The project team was very open and collaborative with the client and participated in weekly project update meetings as well as many informal communications. The project is ongoing but is anticipated to be finished on time and under budget.</p>					
i. Quality Initiatives. Discuss UIG’s quality initiatives including, but not limited to, cost control, schedule management and adherence, avoidance of claims, and other pertinent initiatives enhancing quality on the project.					
<p>An important initiative on this project was to resolve all matters openly and honestly with SCDOT and set up clear lines of communication. Open communication and clear expectations of subcontractors also proved extremely valuable. Schedules were routinely disseminated and followed up to ensure the work was on track and done right the first time. The project team worked closely with SCDOT during construction to identify any items of concern and address prior to that item being installed leading to several design changes that improved the project. Any quality issues that were discovered during construction were documented/vetted and rectified quickly to the SCDOT’s approval.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, UIG shall provide a detailed explanation below.					
N/A					

WORK HISTORY AND QUALITY FORM – CONTRACTOR
United Infrastructure Group, Inc.

a. Project Name & Location (City, State)	b. Name of the lead responsible for the overall project design	c. Contact information of the Owner and their Project Manager who can verify Contractor’s responsibilities	d. Actual or Estimated Construction Completion Date	e. Actual or Estimated Project Construction Cost (in thousands)	f. Dollar Value of Work Performed by the Contractor identified as the Lead Contractor or Major Subcontractor (in thousands)
I-77 Interchange and Palmetto Parkway Design-Build, York County, SC	<div><div>LB</div><div>UNITED BLYTHE JOINT VENTURE</div><div>United-Blythe Joint Venture</div></div>	Jared Bragg Resident Construction Engineer 803-448-5876 Braggjk@scdot.org	May 2024	\$59,600	\$59,600
g. Narrative describing the work performed by the Contractor. If submitting work completed by an affiliated or subsidiary company of the Contractor, identify the full legal name of the affiliate or subsidiary and their role on the Project.					
<p>This fast-paced Design-Build project consists of the construction of a new interchange at Interstate 77 mile marker 81 in Rock Hill, SC and the associated new road (Palmetto Parkway) between Mt. Gallant Road and Paragon Way. The new interchange includes on & off ramps, a 214’ long by 127’ wide bridge over I-77, a 132’ long by 58’ wide bridge over the I-77 NB on-ramp, over 47,000 SF of MSE walls, 17 overhead sign structures and 4 signalized intersections. Palmetto Parkway also includes approximately 1 mile of roadway between Mt. Gallant Road and Paragon Way, a twin CON/SPAN O-Series culvert system over an existing stream, a signalized intersection with Mt. Gallant Road at the western end of the project and a roundabout intersection with Paragon Way at the eastern end of the project. An Early Works Plan was implemented to allow construction to begin within less than 6 months from the contract being awarded and while the design was being finalized. Additionally, UBJV designed and constructed a single-span bridge over I-77 rather than a two-span bridge with center pier, which greatly accelerated construction and significantly minimized the impact to the traveling public. This bridge is currently the longest single-span bridge in the state of South Carolina. The 214’ long steel girders were spliced and paired on the ground at the west embankment, then launched over I-77 in pairs with 3 crawler cranes to be set in place. The girder launches included a mid-air pass from one crane to another, and road closure intervals of as little as 45 minutes each.</p> <p>Key Individuals: Travis Padgett, PE – Project Manager, Felipe Rosa, PE – Project Engineer, Tony Gonzalez – Roadway Superintendent, Gregorio Arias – Structures Superintendent</p>			<div><div>KEY PROJECT RELEVANCIES:</div><div><div>✓</div>Minimized traveling public impact</div><div><div>✓</div>Heavy traffic & interstate MOT</div><div><div>✓</div>Accelerated design and construction</div><div><div>✓</div>ROW and Utility Coordination</div></div>		

JOINT TEAM MEMBER PARTICIPATION:

✓

UIG: Majority JV Partner

✓

Blythe: Minority JV Partner

✓

Michael Baker: Interchange concept design



DESIGN-BUILD

SCDOT PROJECT

JOINT EXPERIENCE




WORK HISTORY AND QUALITY FORM – CONTRACTOR
United Infrastructure Group, Inc.

a. Project Name & Location (City, State)	b. Name of the lead responsible for the overall project design	c. Contact information of the Owner and their Project Manager who can verify Contractor’s responsibilities	d. Actual or Estimated Construction Completion Date	e. Actual or Estimated Project Construction Cost (in thousands)	f. Dollar Value of Work Performed by the Contractor identified as the Lead Contractor or Major Subcontractor (in thousands)
I-85 over Rocky Creek Design-Build, Greenville, SC	 United Infrastructure Group, Inc.	Kimberly Bishop SCDOT-Resident Construction Engineer (864) 415-5472 BishopKA@scdot.org	May 2024	\$29,970	\$29,970
g. Narrative describing the work performed by the Contractor. If submitting work completed by an affiliated or subsidiary company of the Contractor, identify the full legal name of the affiliate or subsidiary and their role on the Project.					
<p>This design-build project was intended to improve the hydraulic capacity of a structunre on I-85 over Rocky Creek in Greenville county. As the original four barrel culvert was a pinch point for the creek, FEMA had this area, including I-85, classified as a flooding zone.The project consisted in removing and replacing an existing culvert with a 110’ long by 170’ wide single span structure on the I-85 corridor between the previously completed Gateway project (I-85/I-385 interchange) in Greenville and Pelham Road (exit 54). The new road profile was lifted 5’ from the original highway grade and the structure supports nine lanes of traffic from one of the busiest section of highway in South Carolina. The two integrale abutments support eighteen 4.5’ concrete I-beams and sit on eighteen 14x117 H-piles. The project also includes two compensatory water storage areas to limit water level increase down stream, two retaining walls to widen this section of interstate for future lane additions and overall improvement of the streambanks to limit erosion and facilitate access to the structure for inspection. The retaining walls (300LF and 250LF) were constructed using precast Gravix units, developed by Earth Wall Products, and integrate MASH rated 42” concrete barrier. This project has been developped as a three stage construction sequence allowing three lanes of traffic in both directions at any time and minimizing lane closures and impact to the traveling public. The completion date is June 2024, two out of three stages are completed. Key Individuals: Jean-Baptiste Fangous – Project Manager, Gregorio Arias – Structure Superintendent, Wesley Lee – Grading Superintendent</p>			<div><div><p>RELEVANCE</p><ul style="list-style-type: none">✓ Staged construction on interstate✓ Heavy traffic & interstate MOT✓ Accelerated design and construction✓ ROW and Utility Coordination✓ Working near/over environmentally sensitive areas</div><div><p>JOINT TEAM MEMBER PARTICIPATION:</p><ul style="list-style-type: none">✓ UIG: Bridge Contractor✓ Michael Baker: Design-Build Preparation</div><div></div></div>		
h. Self-Assessment. The information provided in this section should be a self-assessment of UIG’s performance on the project to identify Lead Contractors/Major Subcontractors with firms or personnel that have successfully completed projects on time and on or under budget, and to identify Lead Contractors/Major Subcontractors that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
<p>This DB project requires coordination with multiple parties including SCDOT (Client), KCI (lead designer), UIG (Contractor), and Greenville County (for permitting). The added innovations including the use of Gravix walls and barrier units have required effective communication and collaboration between the client, UIG and our partners to identify potential issues and get acceptance of new products by the DOT. The limited workspace resulting from the contractual constraints of maintaining three lanes in each direction, added to the high traffic count of this section of I-85, requires a tightly managed schedule and control over resources. The most successful aspects of this project were directly attributable to maintaining control of as many site activities as possible, assimilating highly experienced and committed resources, having additional supplemental resources available when needed, routine and effective communication and collaboration. UIG was able to make changes to its field operation where needed when quality and performance were not of the expected standard. This project has also been highly impacted by weather and unforeseen ground conditions, but UIG was able to commit additional resources to mitigate impact as much as possible. UIG proactively worked with SCDOT and our partners to get ahead of potential issues and actively resolved field problems by engaging the appropriate parties where needed. While the project is not completed, we are still projecting to finish on schedule, without any claims, dispute proceedings, litigation, and arbitration, and with no additional cost to SCDOT.</p>					
i. Quality Initiatives. Discuss UIG’s quality initiatives including, but not limited to, cost control, schedule management and adherence, avoidance of claims, and other pertinent initiatives enhancing quality on the project.					
<p>The most important initiative implemented was to resolve all matters openly and honestly with SCDOT and setup clear lines of communication between us. Open communication and set expectations of subcontractors proved extremely valuable. Schedules were routinely disseminated and followed up on to ensure the work is on track and done right the first time. UIG worked closely with SCDOT during construction to identify any items of concern and address prior to that item being installed leading to several design changes that improved the project. Any quality issues that were discovered during construction were documented/vetted and rectified quickly to the SCDOT’s approval.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, UIG shall provide a detailed explanation below.					
N/A					

WORK HISTORY AND QUALITY FORM –CONTRACTOR
Blythe Development, LLC

a. Project Name, Delivery Method (DBB, DB, etc.), & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify A’s or B’s responsibilities	d. Actual or Estimated Construction & Professional Services Completion Date	e. Actual or Estimated Project Construction Cost (in thousands)	f. Dollar Value of Work Performed by A or B (in thousands)
I-5504 I-26 & Brevard Road Design Build Buncombe County, NC	 Blythe Development, LLC	Jody Lawrence Resident Engineer, NCDOT Division 13 828-298-0080 jrlawrence@ncdot.gov	Professional Services: Construction Services: April 13, 2023	\$60,333	\$52,333
g. Narrative describing the work performed by contractor.					
<div><div><p>Offices Involved: NCDOT Division 13 Key Individual Involvement: Kevin O’Connor, Mike Parker- Construction Manager, Assignment: December 2016-June 2020 </p><p>Team Member Involvement: Blythe Development Company (Lead Contractor)</p><p>Blythe Development Co was the successful design-build contractor for this interchange reconstruction and 1.8 mile widening of I-26 in Buncombe County. This project required extensive coordination with 3rd party entities for sensitive ROW acquisitions, various wet and dry utility stakeholders, the Biltmore Estate, Buncombe County, and the City of Asheville. The project required the widening of I-26 from four to six lanes, the reconstruction of the Brevard Road Overpass and new interchange configuration for the access to NC 191, Brevard Road. The scope of work required staged overpass bridge construction coordinated with MOT phasing to complete the widening of I-26. The location of this project interrupted and improved the mobility access of the local community. As this project covered 3.2 miles of local access roadway, timely and sensitve community information disbursement to allow for the locals to manage the changes in traffic patterns as the projects progressed.</p></div><div><p>KEY PROJECT RELEVANCIES:</p><ul style="list-style-type: none">✓ Design-Build widening✓ Interstate reconstruction✓ Urban interchange reconfiguration and construction✓ Utility coordination✓ Sensitive ROW negotiations</div><div></div></div>					
h. Self-Assessment. The information provided in this section should be a self-assessment of A’s or B’s performance on the project to identify As or Bs with firms or personnel that have successfully completed projects on time and on or under budget, and to identify As or Bs that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
<p>This Buncombe County Design Build project faced multiple challenges during the life of the project which Blythe Development was able to overcome and provide the project in a timely manner to the public. During the construction period of the project, multiple instances of delays to the material supply chain, in addition to the lack of qualified labor in the area, presented as well as issues obtaining the labor help we needed in the area. Design issues were minimal with only a handful of changes needed from the original plans. The timely redesigns needed which were managed so to not impact the overall schedule. There were utility delays at the beginning of the project to an already tight project window that pushed us into less than ideal weather circumstances given the project location but these were overcome by additional workforce and extended hours to ensure project completion. BDC incurred issues when dealing with an unresponsive concrete subcontractor that threatened to delay the project, BDC went and obtained a new concrete subcontractor that could come onsite quickly and minimize the project delays. The project was challenging due to traffic, COVID pandemic and material shortages but through each of these issues BDC found a way to avoid significant and costly delays to the project.</p>					
i. Quality Initiatives. Discuss A’s or B’s quality initiatives including, but not limited to, cost control, schedule management and adherence, avoidance of claims, and other pertinent initiatives enhancing quality on the project.					
<p>Thru continuous communication and coordination between Blythe and the Department, any quality issues that may have occurred were addressed or replaced immediately. The construction of the project focused on a high quality product to insure the timely completion of the project.</p> <p>With the assistance of a significant value engineering proposal, and thru the Covid pandemic, work progressed on the project all the while retaining a high quality product.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, A or B shall provide a detailed explanation below.					
<p>Within the scope of the project, the concrete roadway paving was a critical path activity that was very intricate to completing the project following the baseline schedule. With the Covid pandemic weighing on the personnel and suppliers of the construction industry, the subcontractor designated to perform the concrete paving work was unable to maintain their schedules at this and other projects in the region. Every attempt was made to continue progress of the project. With this particular sub possessing the specialized equipment required to perform this work, the lack of response and activity from this sub caused the completion of the project to be delayed. The work was completed as planned, however, the impact of the market and the pandemic had already left its mark on this project.</p>					

WORK HISTORY AND QUALITY FORM –DESIGNER
Michael Baker International, Inc.

a. Project Name, Delivery Method (DBB, DB, etc.), & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify A’s or B’s responsibilities	d. Actual or Estimated Construction & Professional Services Completion Date	e. Actual or Estimated Project Construction Cost (in thousands)	f. Dollar Value of Work Performed by A or B (in thousands)
I-85 Widening Design-Build, Phase 3, Cherokee County, SC	<div>Michael Baker</div> <div>INTERNATIONAL</div> <div>Michael Baker International, Inc.</div>	Name of Owner: SCDOT Project Manager: Bradley Reynolds, PE Phone: 803-737-1440 Email: reynoldssbs@scdot.org	Professional Services: November 2022 Construction: March 2023 (est.)	\$181,700 (Original contract value)	\$12,000
g. Narrative describing the work performed by lead designer.					
<div>Offices Involved: Columbia, SC Key Individual Involvement: Steve Swygert, PE – Lead Design Engineer, Assigned 2016-2023 Team Member Involvement: Michael Baker International, Inc. (Lead Designer)</div> <div><div><p>Michael Baker is serving as the lead design firm on a design-build (DB) project to improve an eight-mile-long section of I-85. The project will widen I-85 from four to six lanes beginning at the Broad River bridge (MM 98) and ending just north of US 29 (Exit 106) at approximately MM 106 in Cherokee County. Interchanges will be improved at S-11-83, SC 5/198, S-11-99, and US 29. The overpass bridges at Norfolk Southern railroad crossing will be replaced to provide greater horizontal clearances and meet current design requirements. Michael Baker is providing roadway, bridge, and drainage design, environmental permitting, ROW acquisition, and utility coordination. Roadway design criteria for this project will include the preparation of roadway geometric designs using standards that are most appropriate based on design speed, functional classification, design traffic volumes, ROW, and aesthetics. The design elements will include horizontal and vertical alignments, lane widths, shoulder widths, median widths, sight distance, clear zone, cross slopes, and side slopes. Additional intersections, ramps, and roadside barriers will be introduced as needed to support the widening project. The bridge design tasks includes the replacement of the S-83, SC 5, S-99, and any other bridges determined necessary by design. These designs will include retaining walls, box culverts and box culvert extensions, concrete median barriers, and bridge pier protection. Drainage design for this project includes the development of drainage best management practices, cross-line pipes and non-bridge sized culverts, ditch capacity and stability assessments, sediment and erosion control, stormwater quality and post-construction design, and storm sewer systems. Michael Baker is required to avoid and minimize impacts to the environment during this project. Michael Baker is responsible for the preparation, revision, acquisition, and adherence to conditions of any permits required by federal, state, or local laws and regulations. In addition, Michael Baker is responsible for any modifications or revisions to the environmental document and permits that result from deviations in the project design and environmental impacts as stated in the environmental documents. ROW services for this project include written appraisal, negotiation, acquisition, and relocation assistance services. Michael Baker is submitting the ROW plans for this project, which will include a roadway typical section, a strip map including property closures, a ROW data sheet, a roadway plan and profile, cross sections including sediments, basins, dams, and crosslines, clearing limits on plan view and cross sections, drainage features, existing ROW, and proposed ROW.</p></div><div><div>KEY PROJECT RELEVANCIES:</div><div><div>✓ Roadway, Interchange, Bridge, and Drainage Design/Construction</div><div>✓ Environmental Support And Compliance</div><div>✓ Utility Conflicts</div><div>✓ Right-Of-Way (ROW) Services</div><div>✓ Coordination With Adjacent Construction</div><div>✓ Railroad Coordination</div></div><div></div></div></div>					
h. Self-Assessment. The information provided in this section should be a self-assessment of A’s or B’s performance on the project to identify As or Bs with firms or personnel that have successfully completed projects on time and on or under budget, and to identify As or Bs that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
This project is scheduled for completion in March 2023 and is currently on schedule. Michael Baker has been involved throughout the entire design, permitting, and construction of the project. The firm has worked closely with the contractor to resolve any field questions that arise to minimize and/or prevent any delays, claims, dispute proceedings, litigation, and arbitration. Weekly coordination meetings are held with the contractor to facilitate construction support issues, utility coordination, RFI’s, and shop drawing submittals.					
i. Quality Initiatives. Discuss A’s or B’s quality initiatives including, but not limited to, cost control, schedule management and adherence, avoidance of claims, and other pertinent initiatives enhancing quality on the project.					
Michael Baker developed a detailed Design Quality Control Plan at the beginning of the project. This plan used a rigorous internal constructability review during final plan development as well as a third-party peer review to manage the quality control. These processes aided in cost control, schedule management and adherence, and avoidance of claims.					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, A or B shall provide a detailed explanation below.					
N/A					

WORK HISTORY AND QUALITY FORM –DESIGNER









Michael Baker International, Inc.

a. Project Name, Delivery Method (DBB, DB, etc.), & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify A’s or B’s responsibilities	d. Actual or Estimated Construction & Professional Services Completion Date	e. Actual or Estimated Project Construction Cost (in thousands)	f. Dollar Value of Work Performed by A or B (in thousands)																								
I-26 Corridor Project (Widening of I-26, S-275 and S-16 Interchanges), Berkeley County, South Carolina	<div>Michael Baker</div> <div>INTERNATIONAL</div> <div>Michael Baker International, Inc.</div>	Name of Owner: Berkeley County Project Manager: Russ Cornette, PE Phone: 843-719-4179 Email:russ.cornette@berkeleycountysc.gov	Professional Services: 2018 Construction: 2021	\$144,000	\$5,469 (fee)																								
g. Narrative describing the work performed by lead designer.																													
<div><div><div>Offices Involved: Columbia, SC, North Charleston, SC Key Individual Involvement: Steven Swygert, PE – Hydraulic Task Lead, Assigned 2015-2018 Team Member Involvement: Michael Baker International, Inc. (Lead Designer)</div><div>Michael Baker completed all studies and design associated with the relocation of Sheep Island Road, widening of I-26, and interchange improvements at Jedburg Road. Sheep Island Road, a two-lane facility crossing over I-26 about 1.5 miles north of the US 17A interchange, was replaced with Nexton Parkway, a five-lane roadway to the south of its new interchange with I-26 and a four-lane divided road on new alignment north of I-26. A 10-foot shared-use path was provided on Nexton Parkway. I-26 was widened from 4- to 6-lanes between exits 199 and 194. The project includes upgrading the existing Jedburg Road Interchange with I-26 by improving ramps and providing a loop-ramp for traffic exiting off I-26. 4-foot bicycle lanes were provided in each direction along Jedburg Road. Michael Baker conducted an environmental assessment (EA), facilitated a community involvement/public information meeting, public hearing, completed wetland delineations, natural resources surveys, a noise analysis, environmental site assessments, cultural resources surveys, traffic studies, roadway design, permit responsible mitigation plan, and prepared a Section 404 Individual Permit application. An interchange access report justifying the construction of the Nexton Parkway interchange and the modification of the existing Jedburg Road interchange was prepared. Michael Baker analyzed the operation of I-26 freeway segments, ramp merge and diverge areas, weaving sections, ramp termini, and arterial streets. This project accommodates residential and commercial growth within the project study area. The LOS at these interchanges would have failed by the design year of 2030 without the project. Michael Baker performed field surveys and performed a visual and video inspection of the existing drainage structures/pipes (5,300 linear feet at 60 locations) to determine condition and serviceability. Michael Baker performed a preliminary geotechnical investigation for the two bridges, roadways, retaining walls associated with the bridges, and pavement design. Utility coordination included many relocations. Michael Baker also performed the subsurface utility engineering work in two phases. Michael Baker also prepared ROW plans depicting property lines, property ownership, existing and proposed ROW, permanent and temporary easements, utilities, and erosion control. The project involved the acquisition of approximately 20 tracts.</div></div><div><div><div>KEY PROJECT RELEVANCIES:</div><div><div>✓ Final hydraulic analysis</div><div>✓ Final roadway and bridge plans</div><div>✓ SCDHEC permits</div><div>✓ Construction documents</div><div>✓ Utility coordination</div><div>✓ Design-Build preparation</div><div>✓ Construction support and administration</div><div>✓ Environmental assessment</div></div><div><div>🏆 ACEC-SC Engineering Excellence Award, American Council of Engineering Companies, January 1, 2019</div><div>🏆 National ACEC Engineering Excellence Awards Finalist, American Council of Engineering Companies, January 1, 2019</div></div></div><div><div><div>JOINT EXPERIENCE</div><div>SCDOT PROJECT</div></div><div><div>JOINT TEAM MEMBER PARTICIPATION:</div><div><div>✓ UIG: Bridge Contractor</div><div>✓ Michael Baker: Lead Design Engineer</div><div>✓ Insight: Geotechnical Services</div></div></div></div><div><div>h. Self-Assessment. The information provided in this section should be a self-assessment of A’s or B’s performance on the project to identify As or Bs with firms or personnel that have successfully completed projects on time and on or under budget, and to identify As or Bs that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.</div><div>Michael Baker prepared preliminary roadway and bridge plans for the replacement of the two bridges, and was responsible for the development of the final construction plans for the entire corridor. The project construction was phased with Nexton Parkway and its interchange as Phase I and the Jedburg Road interchange and major interstate widening as Phase II. Berkeley County administered the Nexton Parkway interchange contract (Intergovernmental Agreement with SCDOT) in 2015, while final construction plans for the Jedburg interchange were contracted directly with SCDOT in 2017. During the bidding phase, Michael Baker prepared bid documents, conducted the pre-bid conference, evaluated bids received, prepared bid tabulations, and recommended award for the Nexton Parkway interchange. Construction administration services included shop drawing review, roadway and structural engineering assistance, and geotechnical construction oversight. Construction was complete on Nexton Parkway interchange in May 2018. The Jedburg interchange went to construction in 2019.</div></div><tr><td colspan="6">i. Quality Initiatives. Discuss A’s or B’s quality initiatives including, but not limited to, cost control, schedule management and adherence, avoidance of claims, and other pertinent initiatives enhancing quality on the project.</td></tr><tr><td colspan="6">Michael Baker worked together with the geotechnical designers to find the most economical solution to many unique seismic challenges including soil shear strength loss to extreme depths and three-point ADRS Spectral Accelerations approaching 3.0g. We analyzed solutions such as vibro-replacement stone-columns, deep soil mixing, the use of geofoam in the embankments and increasing the bridge length. After a comprehensive evaluation of the alternative feasibility and economic impacts, the proposed solution utilized a steel pile supported concrete mat foundation under turn-back MSE walls at each abutment. The turn-back approach to the MSE wall layout reduced the ground improvement footprint and associated costs by 1/3, saving the county millions of dollars in ground improvements.</td></tr><tr><td colspan="6">j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, A or B shall provide a detailed explanation below.</td></tr><tr><td colspan="6">N/A</td></tr></div></div>						i. Quality Initiatives. Discuss A’s or B’s quality initiatives including, but not limited to, cost control, schedule management and adherence, avoidance of claims, and other pertinent initiatives enhancing quality on the project.						Michael Baker worked together with the geotechnical designers to find the most economical solution to many unique seismic challenges including soil shear strength loss to extreme depths and three-point ADRS Spectral Accelerations approaching 3.0g. 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N/A																													



WORK HISTORY AND QUALITY FORM –DESIGNER
Michael Baker International, Inc.

a. Project Name, Delivery Method (DBB, DB, etc.), & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify A’s or B’s responsibilities	d. Actual or Estimated Construction & Professional Services Completion Date	e. Actual or Estimated Project Construction Cost (in thousands)	f. Dollar Value of Work Performed by A or B (in thousands)
I-26 Widening MM 85 to MM 101 DB Preparation, Lexington, Richland, and Newberry Counties, SC	<div>Michael Baker</div> <div>INTERNATIONAL</div> <div>Michael Baker International, Inc.</div>	Name of Owner: SCDOT Project Manager: Bradley Reynolds, PE Phone: 803-737-1440 Email: reynoldssbs@scdot.org	Professional Services: Ongoing	\$421,000	\$960 (fee)
g. Narrative describing the work performed by lead designer.					
<div><div><div>Offices Involved: Columbia, SC Key Individual Involvement: Steve Swygert, PE – Project Manager, Assigned 2016-2022 Team Member Involvement: Michael Baker International, Inc. (Lead Designer)</div><div>Michael Baker provided preliminary and design engineering services for the widening of I-26 from approximately SC 202 (Exit 85) to approximately US 176 (Exit 101). Michael Baker's services included pipe and box culvert inspection, development of a website mapping tool for public comments, hydrology and hydraulic design, roadway plan design review, and support during development of the design-build request for qualifications and request for proposals. The firm also provided roadway, bridge, and hydraulic design review services using Bluebeam for preliminary, right-of-way, and final plan submittals from the design-build team. The project involved adding a travel lane in each direction, improving various interchanges and exit ramps, and replacement or rehabilitation of overpass bridges. Michael Baker provided engineering services for the project as a subconsultant to another engineering firm. For the hydrology and hydraulic design, field investigations were performed to collect data regarding the existing cross and median drainage structures. Michael Baker photo documented and inventoried the location and condition of the cross drainage structures and other median drainage inlets. Observations were recorded for each location, such as signs of high watermarks or flooding, visible erosion, and land use and noted any structure or other development that was potentially in the floodplain.</div></div><div><div>KEY PROJECT RELEVANCIES:<ul style="list-style-type: none">✓ Interstate Widening✓ Design-Build Preparation✓ 3rd Party Coordination✓ Environmental Support & Compliance✓ Utility Coordination✓ Corridor Experience</div><div>JOINT TEAM MEMBER PARTICIPATION:<ul style="list-style-type: none">✓ UIG: Design-Build Joint-Venture Member✓ Michael Baker: Design-Build Preparation</div><div><div>JOINT EXPERIENCE</div><div>SCDOT PROJECT</div><div>DESIGN-BUILD</div></div></div></div>					
h. Self-Assessment. The information provided in this section should be a self-assessment of A’s or B’s performance on the project to identify As or Bs with firms or personnel that have successfully completed projects on time and on or under budget, and to identify As or Bs that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
Michael Baker has been involved from the preliminary design phase and submitted deliverables to meet the RFP schedule. The firm is currently providing design review services and has been on or ahead of schedule with all review deliverables. Comments provided by Michael Baker will help minimize and/or prevent any delays due to land disturbance permitting and NOI comments.					
i. Quality Initiatives. Discuss A’s or B’s quality initiatives including, but not limited to, cost control, schedule management and adherence, avoidance of claims, and other pertinent initiatives enhancing quality on the project.					
Michael Baker is using a detailed methodical review process to compare the submitted deliverables to the project RFP and applicable criteria. These processes allow Michael Baker to provide comments that will minimize or prevent design issues that may contribute to costs and/or schedule issues and resulting claims.					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, A or B shall provide a detailed explanation below.					
N/A					



WORK HISTORY AND QUALITY FORM –DESIGNER
Michael Baker International, Inc.

a. Project Name, Delivery Method (DBB, DB, etc.), & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify A’s or B’s responsibilities	d. Actual or Estimated Construction & Professional Services Completion Date	e. Actual or Estimated Project Construction Cost (in thousands)	f. Dollar Value of Work Performed by A or B (in thousands)
Harbor River Bridge CE&I Beaufort County, South Carolina	 Michael Baker International, Inc.	Name of Owner: SCDOT Project Manager: Daniel Burton Phone: 843-688-6240 Email: burtond@scdot.org	Professional Services: 2023 Construction: 2023	\$54,800 (Construction)	\$6,684 (Fee)
g. Narrative describing the work performed by lead designer.					
<div><div><p>Offices Involved: Columbia, SC, North Charleston, SC Key Individual Involvement: Steven Swygert – Hydraulic Quality Reviewer, Assigned 2017-2019 Team Member Involvement: Michael Baker International, Inc. (Subconsultant)</p><p>This Design-Build project includes a new high-level fixed-span bridge and removal of the existing swing-span bridge along US 21 (Sea Island Parkway) over the Harbor River in Beaufort County, SC which is the only vehicular access route to Harbor and Fripp islands. The replacement bridge is 3, 340’ long x 47.25’ wide with two 12’ lanes, 10’ shoulders, and 90’ of horizontal and 65’ vertical clearance for river navigation. The spans over the tidal marshes include 24” square prestressed concrete pile foundation with footing, column, and cap substructures supporting 2 & 3-span continuous Florida BT-78 prestressed concrete beams (167.5’ for each span) with concrete or steel intermediate diaphragms, concrete end diaphragms, and cast-in-place concrete decks. The spans over the tidal waterway and navigable channel are founded on 96” diameter drilled shafts with column and cap substructures supporting 3-span continuous Florida BT-78 prestressed concrete beams (167.5’ long) with steel intermediate diaphragms, concrete end diaphragms, and cast-in-place concrete decks. The approach roadways are constructed on timber-pile supported platforms with earthquake drains and reinforced soil slopes. Michael Baker provided CE&I services for the U.S. 21 Bridge Replacement over Harbor River in Beaufort County. In a previous phase, Michael Baker provided design-build services, public relations, design review, and construction management services. The design-build project included all work necessary to complete the design and construction of an approximate 3,350-foot fixed span, high-level replacement bridge over the Harbor River and associated roadway approaches along U.S. 21. The project also included the demolition and removal of the existing swing span bridge, all appurtenances, and portions of the approach roadways. Michael Baker oversaw environmental permitting, performed public relation duties, reviewed all project designs, and provided CE&I services during the project's construction phase. CE&I services included inspection of the bridge's concrete foundations, concrete superstructure, roadway embankment earthwork, drainage systems, asphalt paving, erosion control, and traffic control.</p></div><div><div><p>KEY PROJECT RELEVANCIES:</p><ul style="list-style-type: none">✓ Design-build✓ Public relations✓ Construction management✓ Environmental permitting✓ Design review✓ Engineering<div> CEI Award, American Council of Engineering Companies (ACEC), January 1, 2023</div><div> Regional Transportation Award, August 30, 2022</div><div> National and Regional DBIA Awards</div></div><div><div></div><div><p>JOINT TEAM MEMBER PARTICIPATION:</p><ul style="list-style-type: none">✓ UIG: Prime Contractor✓ Michael Baker: Engineering and CE&I services</div></div></div></div>					
h. Self-Assessment. The information provided in this section should be a self-assessment of A’s or B’s performance on the project to identify As or Bs with firms or personnel that have successfully completed projects on time and on or under budget, and to identify As or Bs that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
Michael Baker monitored environmental permitting based on the developed plans and ensuring the work was performed in compliance with project commitments. The design team engaged the public through a social media-based public information campaign geared toward keeping the community informed of major project milestones, traffic shifts, or significant nighttime operations. Michael Baker ensured that roadway and bridge plans met project specifications and kept the complex project on schedule.					
i. Quality Initiatives. Discuss A’s or B’s quality initiatives including, but not limited to, cost control, schedule management and adherence, avoidance of claims, and other pertinent initiatives enhancing quality on the project.					
<p>The all-concrete structure provides future maintenance savings and a resilient bridge design with an end product capable of withstanding various extreme events, including hurricane winds and associated storm surge, floods and high currents (and associated scour), earthquake, and vessel impact. The 167.5’ long girders reduced the number of spans and substructure units which improved marine navigation and reduced long term maintenance. The closed drainage system was eliminated from the bridge with innovative engineering.</p> <p>The contract warranty was extended from 3 to 5 years to ensure quality remained a priority throughout design and construction, and UIG engaged its EOR (ICE) to provide quality control and testing services. Zero lane closures were utilized during peak tourism hours from Memorial Day to Labor Day. UIG committed to provide a barge ferry service for emergency responders if the swing span bridge became impassable during the life of the project at no cost to SCDOT.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, A or B shall provide a detailed explanation below.					
N/A					

WORK HISTORY AND QUALITY FORM – Independent Quality Firm (IQF)
Raba Kistner, Inc.

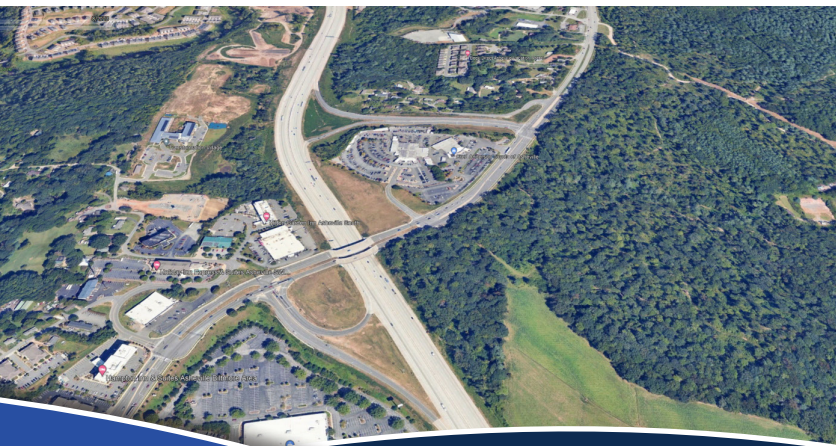
a. Project Name, Delivery Method (DBB, DB, etc.), & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify RKI’s responsibilities	d. Actual or Estimated Construction & Professional Services Completion Date	e. Actual or Estimated Project Construction Cost (in thousands)	f. Dollar Value of Work Performed by RKI (in thousands)
Carolina Crossroads Phase 1 DB, Richland & Lexington Counties, SC	<div><div>RABA KISTNER</div><div>Contractor: Archer-United Joint Venture</div><div>ARCHER UNITED</div></div>	Name of Owner: SCDOT Project Manager: Chris Lacy, PE Phone: (803) 737-1419 Email: lacycr@scdot.org	Construction: 10/2024 Final Design: 11/2022	\$207,900	\$8,500
g. Narrative describing the work performed by RKI. Include the office location(s) where the CEI work was performed and whether RKI was the lead CEI firm or a sub-consultant.					
<p>Project Description: This first phase of Carolina Crossroads consists of the re-design and construction of a new fully directional interchange for Colonial Life Boulevard at I-126 implementing the use of the two existing Colonial Life Boulevard Ramp Bridges over I-126 and Arrowwood Road. The scope also included improvements on I-26 and I-126 with three new bridges including a new bridge over the Saluda River. Raba Kistner is serving as the Independent Quality Firm (IQF) to ensure compliance and quality acceptance (QA) with RFC plans, SCDOT standards, and RFP requirements. As the IQF, Raba performs the sampling, testing and inspection using certified inspection staff and an AASHTO certified laboratory. Raba worked with the SCDOT and AUJV to create a construction QMP that defined the role and procedures for IQF to accept the construction work being performed. RK performs routine audits for compliance to the CQMP. In the IQF role, RK reports to the AUJV board and the SCDOT. RKI utilized ELVIS (Electronic Laboratory and Vital Information System) to store all quality-related documents for the project. The ELVIS system transmitted inspection reports, test reports and other quality documents to the SCDOT on a regular basis. RK worked with SCDOT on the statistical validation of the IQF test results with the OV team to ensure that validation was achieved to meet federal requirements.</p> <p>Key Individual Involvement: Newel White, PE: IQF Manager (2021-present Prime/Sub Role: RKI was lead for IQF </p> <p>Office Location: Briargate field office and AASHTO accredited laboratory located on 1404 St Andrews Rd.</p>			<div><div>KEY PROJECT RELEVANCIES:</div><div><div>✓ Design Build</div><div>✓ Bridge Over Water (Saluda River)</div><div>✓ Bridge over Railroad</div><div>✓ Railroad Coordination</div><div>✓ Interstate Widening</div><div>✓ Utility Relocation</div><div>✓ Environmentally Sensitivity</div><div>✓ Same location</div></div></div> <div><div>JOINT TEAM MEMBER PARTICIPATION:</div><div><div>✓ UIG: Bridge Contractor</div><div>✓ Michael Baker: Owner Verification</div><div>✓ RKI: Independent Quality Firm</div></div></div>	<div><div><div>JOINT EXPERIENCE</div><div>SCDOT PROJECT</div><div>DESIGN-BUILD</div></div><div></div></div>	
h. Self-Assessment. The information provided in this section should be a self-assessment of RKI’s performance on the project to identify RKI’s with firms or personnel that have successfully completed projects on time and on or under budget, and to identify RKI’s that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
Not applicable.					
i. Quality Initiatives. Discuss RKI’s quality initiatives including, but not limited to, cost control, schedule management and adherence, avoidance of claims, and other pertinent initiatives enhancing quality on the project.					
Not applicable.					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, RKI’s shall provide a detailed explanation below.					
Not applicable.					

WORK HISTORY AND QUALITY FORM – Independent Quality Firm (IQF)
Raba Kistner, Inc.

a. Project Name, Delivery Method (DBB, DB, etc.), & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify RKI’s responsibilities	d. Actual or Estimated Construction & Professional Services Completion Date	e. Actual or Estimated Project Construction Cost (in thousands)	f. Dollar Value of Work Performed by RKI (in thousands)
SR 202 Loop – South Mountain Freeway P3, Phoenix, AZ	<div> Contractor: Name: Private Developer Connect 202 Partners (Fluor/Granite/Ames JV) (P3)</div>	Name of Owner: ADOT Project Manager: Julie Gadsby Phone: 602-768-2167 Email: jgadsby@azdot.gov	06/2021	\$986,000	\$34,000
g. Narrative describing the work performed by RKI. Include the office location(s) where the CEI work was performed and whether RKI was the lead CEI firm or a sub-consultant.					
<div><div><p>Project Description: The South Mountain Freeway project adds 22 miles of freeway to the existing Phoenix metropolitan transportation system. The freeway provides critical relief to existing freeway corridors and local streets. The South Mountain Freeway is ADOT’s largest transportation project in state history. ADOT partnered with Connect 202 Partners (C202P) to design, build, and maintain the freeway for 30 years. The project included the I-10 Papago Segment consisted of direct High Occupancy Vehicle (HOV) ramps to I-10 East, frontage roads along 59th Avenue, and 4.5 miles of widening and improvements on Interstate 10. The Salt River Segment involved a double roundabout interchange, a pedestrian bridge, and two 2,700-foot-long bridges crossing the Salt River. The Center Segment included five multi-use underpass crossings, and the final segment, the Pecos Segment, consisted of an HOV ramp to Loop 202 (Santan Freeway), a 6-mile, 20-foot-wide shared-use path. Raba Kistner was the Construction Independent Quality Firm (CIQF) responsible for accepting the work being performed by C202P. In this role, RK reported directly to ADOT and the C202P board for all quality items on the project. RK maintained a staff of project engineers, inspectors, lab technicians and administrative staff to provide Quality Acceptance and construction materials testing. RK was the primary author of the Construction Quality Management Plan which defined the IQF role and specific procedures for accomplishing the acceptance of the work. In this role, RK deployed the ELVIS (Electronic Laboratory and Vital Information System) database system that provided tracking and documentation for all quality records on the project. The system provided daily exports to the ADOT systems, providing real-time access to the status of the quality of the project. RK worked closely with ADOT to ensure that testing results between IQF and OV were statistically validated to meet federal requirements.</p><p>Key Individual Involvement: Newel White, Construction IQF Manager (2016-2018) Prime/Sub Role: RKI was lead for Construction IQF Office Location: ADOT/C202P collocated office in Chandler</p></div><div><p>KEY PROJECT RELEVANCIES:</p><ul style="list-style-type: none">✓ Alternative Delivery✓ Interstate bridge construction✓ Bridge demolition✓ Utility relocation✓ Bridge over water</div><div></div></div>					
h. Self-Assessment. The information provided in this section should be a self-assessment of RKI’s performance on the project to identify RKI’s with firms or personnel that have successfully completed projects on time and on or under budget, and to identify RKI’s that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
Not applicable.					
i. Quality Initiatives. Discuss RKI’s quality initiatives including, but not limited to, cost control, schedule management and adherence, avoidance of claims, and other pertinent initiatives enhancing quality on the project.					
Not applicable.					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, RKI’s shall provide a detailed explanation below.					
Not applicable.					

Appendix C

3.5.2 *Quality of Past Performance*



3.5.2 QUALITY OF PAST PERFORMANCE

Any of our team's projects for Section 3.5.1 provided in [Appendix B](#) in the Work History and Quality Forms with a "yes" in response to question J are within shown in [Appendix C](#).

Below is our team's responses to questions in Section 3.5.2 for transportation projects in the last five years, representative projects are on the following pages.


Project Name Owner Years	UIG	Blythe	MB	RKI	Insight
Lead Contractor or any member of the joint venture been declared delinquent or placed in default on any Project?	No	No	N/A	N/A	N/A
Lead Contractor or any member of the joint venture submitted a claim on a project that was litigated? If litigated, explain the results.	No	No	N/A	N/A	N/A
Any design-build projects or projects of similar scope involving the Lead Contractor or Lead Designer been delayed more than 30 days such that liquidated damages were assessed?	Yes	Yes	N/A	N/A	N/A
Lead Contractor been cited by OSHA for violations deemed serious, willful, or repeated?	No	No	N/A	N/A	N/A
Have any projects under contract with the Lead Contractor or any member of the joint venture been subject to remediation actions, stop work orders, or project delays in excess of 30 days as a result of Section 404/Section 401 permit violations?	No	No	No	N/A	N/A
Owner, a Lead Contractor, or any member of a joint venture pursued compensation from the Lead Designer due to errors and omissions?	No	No	No	N/A	N/A
Lead Designer filed legal proceedings against the Lead Contractor, or vice versa, on a design-build contract?	No	No	No	N/A	N/A

No individual or firm proposed has been suspended, debarred, disqualified from bidding, or declared ineligible for work by any entity or are any such actions pending against them within the last five years.

WORK HISTORY AND QUALITY FORM – CONTRACTOR

a. Project Name & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify United’s responsibilities	d. Actual or Estimated Construction & Professional Services Completion Date	e. Actual or Estimated Project Construction Cost (in thousands)	f. Dollar Value of Work Performed by United (in thousands)
FY 17 Bridge Replacement Project (Batch 1), Districts 2, 3, and 6 in Georgia		Name of Owner: GDOT Project Manager: Andrew Hoenig, PE Phone: 8404-985-4377 Email: ahoenig@dot.ga.gov	Construction: October, 2020 Design: September, 2018	\$7,789	\$7,789
g. Narrative describing the work performed by United.					
<p>Project Description: This Design-Build project includes the accelerated removal and replacement of 7 bridges and approach roadways on secondary roads over waterways. UIG, as the Contracting Entity and Lead Contractor, managed and self-performed all the work except some of the roadway approach work. The work included 650 LF and 22,905 SF of bridge, demolition of existing bridges, and approximately 0.5 miles of approach roadway as necessary to tie new approaches to existing roadways. All work was completed with no lost time incidents, no significant quality issues, under the Owner’s budget, within the overall 1095 days allowed, and without any disputes or claims. The work included reinforced concrete end bents on steel piles and shafts, reinforced concrete interior bents on concrete piles and drilled shafts, prestressed concrete slabs with asphalt overlays, cast-in-place flat slabs, and prestressed concrete beams with cast-in-place decks. Extensive coordination with the Owner, as well as with third parties and utilities, was critical maintain the accelerated delivery schedules. Road closure durations ranged from 90 to 180 days which often required work to proceed 7 days of week with multiple crews. The sites in this batch included:</p> <ul style="list-style-type: none">Lincoln County - Jones Martin Road over Dozier Branch 65’ 1-span bridge with end bents on steel piles supporting Cored Slab with an Asphalt Overlay Road Closure: 90/90 Days (actual/contract)Burke County - Quaker Road over Walnut Branch 80’ 1-span bridge with end bents on steel piles supporting Box Beams with an Asphalt Overlay Road Closure: 133/90 Days (actual/contract)Spalding County – Vaughn Road over Heads Creek 180’ 5-span bridge with end bents on steel piles and 3 interior bents on H-Piles with Encasements supporting a Flat Slab Deck Road Closure: 217/180 Days (actual/contract)Chattooga County - Green Road over Chattooga River Tributary 50’ 1-span bridge with end bents on steel piles supporting a Cored Slab with an Asphalt Overlay Road Closure: 162/90 Days (actual/contract)*Carroll County – Tyus-Veal Road over Becks Creek 80’ 1-span bridge with end bents on steel piles supporting Box Beams with an Asphalt Overlay Road Closure: 120/120 Days (actual/contract)*Warren County - Ansley Road over Long Creek 115’ 1-span bridge with end bents on steel piles supporting Box Beams with an Asphalt Overlay Road Closure: 120/120 Days (actual/contract)Baldwin County - Roberts Road over Fishing Creek 80’ 1-span bridge with end bents on steel piles supporting Box Beams with an Asphalt Overlay Road Closure: 107/120 Days (actual/contract) <p>*Subcontracted to others</p>			<p>RELEVANCE</p> <ul style="list-style-type: none">✓ Design-Build Delivery✓ Accelerated design and construction✓ ROW and Utility Coordination✓ Working near/over environmentally sensitive areas  		
h. Self-Assessment. The information provided in this section should be a self-assessment of United’s performance on the project to identify United personnel that have successfully completed projects on time and on or under budget, and to identify United’s records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
Some early construction work was advanced at risk prior to RFC plans. Multiple crews and cranes worked on each site to meet schedule deadlines, and crews worked 7 days per week at critical times. Project management closely coordinated with GDOT to address and abate issues quickly, and with suppliers and subcontractors to ensure long lead-time items were well planned in order to maintain schedule milestones. Severe inclement weather and other issues beyond control delayed completion of a 3 sites and extra resources were allocated to minimize delays.					
i. Quality Initiatives. Discuss United’s quality initiatives including, but not limited to, cost control, schedule management and adherence, avoidance of claims, and other pertinent initiatives enhancing quality on the project.					
In addition to the items above, stone screenings were utilized for portions of the embankment to allow work to proceed during inclement weather.					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, United shall provide a detailed explanation below.					
Even though some liquidated damages were assessed for a few individual sites, the entire batch of bridges and contract was complete on time without liquidated damages. The site liquidated damages were: Burke County-40 Days x \$713, Spalding County-37 Days x \$713, Chattooga County - 72 Days x \$713*					

WORK HISTORY AND QUALITY FORM – CONTRACTOR

a. Project Name & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify United’s responsibilities	d. Actual or Estimated Construction & Professional Services Completion Date	e. Actual or Estimated Project Construction Cost (in thousands)	f. Dollar Value of Work Performed by United (in thousands)
FY 17 Bridge Replacement Project (Batch 2), Districts 2, 3, and 4 in Georgia		Name of Owner: GDOT Project Manager: Andrew Hoenig, PE Phone: (840) 985-4377 Email: ahoenig@dot.ga.gov	Construction: September, 2020 Design: February, 2018	\$9,126	\$9,126
g. Narrative describing the work performed by United.					
<p>Project Description: This Design-Build project includes the accelerated removal and replacement of 6 bridges and approach roadways on secondary roads over waterways. UIG, as the Contracting Entity and Lead Contractor, managed and self-performed all the work except some of the roadway approach work. The work included 978 LF and 33,898 SF of bridge, demolition of existing bridges, and approximately 0.35 miles of approach roadway as necessary to tie new approaches to existing roadways. All work was completed with no lost time incidents, no significant quality issues, under the Owner’s budget, within the overall 1095 days allowed, and without any disputes or claims. The work included reinforced concrete end bents on steel piles and shafts, reinforced concrete interior bents on concrete piles and drilled shafts, prestressed concrete slabs with asphalt overlays, cast-in-place flat slabs, and prestressed concrete beams with cast-in-place decks. Extensive coordination with the Owner, as well as with third parties and utilities, was critical maintain the accelerated delivery schedules. Road closure durations ranged from 75 to 180 days which often required work to proceed 7 days of week with multiple crews. The sites in this batch included:</p> <ul style="list-style-type: none">Dodge County – Milan-Chauncey Rd/Sugar Creek 155’ 3-span bridge with end bents on steel piles and 2 interior bents on concrete piles supporting cored slabs with asphalt overlay Road Closure: 150/150 Days (actual/contract)Dooly County - Weeks Rd/Lilly Branch 133’ 3-span bridge with end bents on steel piles and 2 interior bents on concrete piles supporting Type 1 mod beams with a concrete deck Road Closure: 143/120 Days (actual/contract)Colquitt County – Doerun Norman Park Rd/Okapilco Creek 180’ 5-span bridge with end bents on steel piles and 4 interior bents on steel piles supporting a flat slab deck Road Closure: 245/180 Days (actual/contract)Quitman County – Lower Lumpkin Rd/Hodchodkee Creek 220’ 4-span bridge with end bents on steel piles and 3 interior bents on concrete piles supporting cored slabs with asphalt overlay Road Closure: 157/180 Days (actual/contract)*Echols County – Toms Creek Rd/Toms Creek 160’ 4-span bridge with end bents on steel piles and 3 interior bents on H-Piles supporting a flat slab deck Road Closure: 214/180 Days (actual/contract)Thomas County - Reichertville Rd/McKeever Slough Crk 130’ 3-span bridge with end bents on steel piles and 2 interior bents on concrete piles supporting cored slabs with asphalt overlay Road Closure: 74/75 Days (actual/contract)* <p><small>*Subcontracted to others</small></p>					
<p>h. Self-Assessment. The information provided in this section should be a self-assessment of United’s performance on the project to identify United personnel that have successfully completed projects on time and on or under budget, and to identify United’s records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.</p> <p>Some early construction work was advanced at risk prior to RFC plans. Multiple crews and cranes worked on each site to meet schedule deadlines, and crews worked 7 days per week at critical times. Project management closely coordinated with GDOT to address and abate issues quickly, and with suppliers and subcontractors to ensure long lead-time items were well planned in order to maintain schedule milestones. Severe inclement weather and other issues beyond control delayed completion of a 3 sites and extra resources were allocated to minimize delays.</p>					
<p>i. Quality Initiatives. Discuss United’s quality initiatives including, but not limited to, cost control, schedule management and adherence, avoidance of claims, and other pertinent initiatives enhancing quality on the project.</p> <p>In addition to the items above, stone screenings were utilized for portions of the embankment to allow work to proceed during inclement weather.</p>					
<p>j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, United shall provide a detailed explanation below.</p> <p>Even though some liquidated damages were assessed for a few individual sites, the entire batch of bridges and contract was complete on time without liquidated damages. The site liquidated damages were: Dooly-23 Days x \$713, Colquitt-65 Days x \$713, Echols-34 Days x \$713.</p>					



RELEVANCE

- ✓ Design-Build Delivery
- ✓ Accelerated design and construction
- ✓ ROW and Utility Coordination
- ✓ Working near/over environmentally sensitive areas

WORK HISTORY AND QUALITY FORM –CONTRACTOR
Blythe Development, LLC

a. Project Name, Delivery Method (DBB, DB, etc.), & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify A’s or B’s responsibilities	d. Actual or Estimated Construction & Professional Services Completion Date	e. Actual or Estimated Project Construction Cost (in thousands)	f. Dollar Value of Work Performed by A or B (in thousands)
I-5504 I-26 & Brevard Road Design Build Buncombe County, NC	 Blythe Development, LLC	Jody Lawrence Resident Engineer, NCDOT Division 13 828-298-0080 jrlawrence@ncdot.gov	Professional Services: Construction Services: April 13, 2023	\$60,333	\$52,333
g. Narrative describing the work performed by contractor.					
<div><div><p>Offices Involved: NCDOT Division 13 Key Individual Involvement: Kevin O’Connor, Mike Parker- Construction Manager, Assignment: December 2016-June 2020 </p><p>Team Member Involvement: Blythe Development Company (Lead Contractor)</p><p>Blythe Development Co was the successful design-build contractor for this interchange reconstruction and 1.8 mile widening of I-26 in Buncombe County. This project required extensive coordination with 3rd party entities for sensitive ROW acquisitions, various wet and dry utility stakeholders, the Biltmore Estate, Buncombe County, and the City of Asheville. The project required the widening of I-26 from four to six lanes, the reconstruction of the Brevard Road Overpass and new interchange configuration for the access to NC 191, Brevard Road. The scope of work required staged overpass bridge construction coordinated with MOT phasing to complete the widening of I-26. The location of this project interrupted and improved the mobility access of the local community. As this project covered 3.2 miles of local access roadway, timely and sensitve community information disbursement to allow for the locals to manage the changes in traffic patterns as the projects progressed.</p></div><div><p>KEY PROJECT RELEVANCIES:</p><ul style="list-style-type: none">✓ Design-Build widening✓ Interstate reconstruction✓ Urban interchange reconfiguration and construction✓ Utility coordination✓ Sensitive ROW negotiations</div><div></div></div>					
h. Self-Assessment. The information provided in this section should be a self-assessment of A’s or B’s performance on the project to identify As or Bs with firms or personnel that have successfully completed projects on time and on or under budget, and to identify As or Bs that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
<p>This Buncombe County Design Build project faced multiple challenges during the life of the project which Blythe Development was able to overcome and provide the project in a timely manner to the public. During the construction period of the project, multiple instances of delays to the material supply chain, in addition to the lack of qualified labor in the area, presented as well as issues obtaining the labor help we needed in the area. Design issues were minimal with only a handful of changes needed from the original plans. The timely redesigns needed which were managed so to not impact the overall schedule. There were utility delays at the beginning of the project to an already tight project window that pushed us into less than ideal weather circumstances given the project location but these were overcome by additional workforce and extended hours to ensure project completion. BDC incurred issues when dealing with an unresponsive concrete subcontractor that threatened to delay the project, BDC went and obtained a new concrete subcontractor that could come onsite quickly and minimize the project delays. The project was challenging due to traffic, COVID pandemic and material shortages but through each of these issues BDC found a way to avoid significant and costly delays to the project.</p>					
i. Quality Initiatives. Discuss A’s or B’s quality initiatives including, but not limited to, cost control, schedule management and adherence, avoidance of claims, and other pertinent initiatives enhancing quality on the project.					
<p>Thru continuous communication and coordination between Blythe and the Department, any quality issues that may have occurred were addressed or replaced immediately. The construction of the project focused on a high quality product to insure the timely completion of the project.</p> <p>With the assistance of a significant value engineering proposal, and thru the Covid pandemic, work progressed on the project all the while retaining a high quality product.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, A or B shall provide a detailed explanation below.					
<p>Within the scope of the project, the concrete roadway paving was a critical path activity that was very intricate to completing the project following the baseline schedule. With the Covid pandemic weighing on the personnel and suppliers of the construction industry, the subcontractor designated to perform the concrete paving work was unable to maintain their schedules at this and other projects in the region. Every attempt was made to continue progress of the project. With this particular sub possessing the specialized equipment required to perform this work, the lack of response and activity from this sub caused the completion of the project to be delayed. The work was completed as planned, however, the impact of the market and the pandemic had already left its mark on this project.</p>					

Appendix D

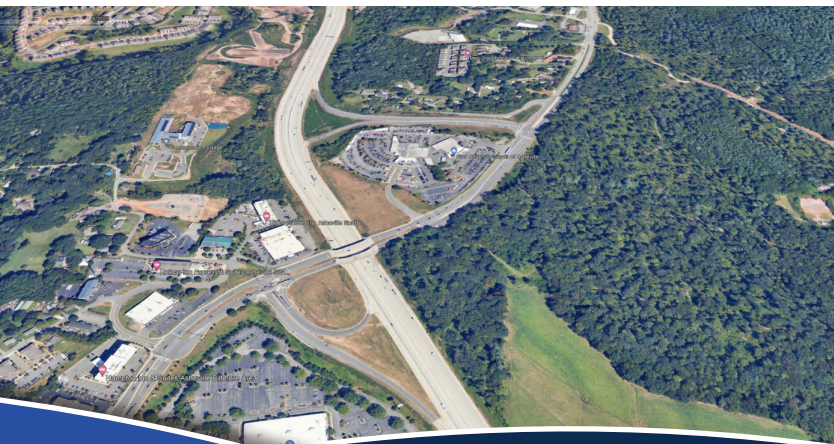
3.6 *Legal and Financial*

» 3.6.1 *Financial Capacity*

» 3.6.2 *Bonding Capability*

» 3.6.3 *Organizational Agreements*

» 3.8 *Prequalifications Letters*






Letter of Financial Capacity

The undersigned, be duly sworn, deposes and says that he is D. Michael Grey, Chief Business Officer for United Infrastructure Group, Inc. He further states that United Infrastructure Group, Inc. has the financial capacity and resources necessary to complete Carolina Crossroads Phase 3C - I-20 Widening and Saluda River and CSX Bridge Replacements Project ID P043325 as proposed in the Request for Qualifications issued by South Carolina Department of Transportation.

Signed this 19th day of June, 2024


D. Michael Grey, EVP & Chief Business Officer
United Infrastructure Group, Inc.

Subscribed and sworn to before me this 19th day of June, 2024



NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: February 8, 2032





Blythe Development LLC.
Statement of Financial Capacity

In response to Section 3.6.1 of the Request for Qualifications ("the RFQ) for the SCDOT Carolina Crossroads Phase 3C – I-20 Widening and Saluda River and CSX Bridge Replacements Design Build Project Project ID P043325 Lexington County for the South Carolina Department of Transportation ("the Project), I hereby declare that Blythe Development LLC, has the financial capacity and resources necessary to complete the Project as proposed in the RFQ.


Luther J. Blythe, Jr., President

June 13, 2024

DATE

ACKNOWLEDGEMENT

On June 13 2024 before me, Luther J Blythe Jr, Notary Public, personally appeared, Luther J. Blythe, Jr., personally known to me to be the person whose name is subscribed to the within instruments on behalf of the entity indicated and that his signature constituted execution thereof by the entity indicated.

WITNESS my hand and official seal.


Signature of Notary

Notary Seal:





Surety Department

Marsh McLennan Agency
5605 Carnegie Boulevard, Suite 300
Charlotte, NC 28209
T +1 704 365 6213
www.MarshMMA.com

South Carolina Department of Transportation
PO Box 191
Columbia, SC 29202

June 6, 2024

Subject: Blythe-United JV
Project: Carolina Crossroads Phase 3C
Design-Build Project ID P043325, Lexington County

To Whom It May Concern:

This is to advise you that our office provides bid, performance, and payment bonds on behalf of Blythe-United JV. The surety for Blythe-United JV is Arch Insurance Company, which carries an A.M. Best Rating of "A+", Nationwide Mutual Insurance Company, which carries an A.M. Best Rating of "A" and Liberty Mutual Insurance Company, which carries an A.M. Best Rating of "A". Each of these surety companies is licensed in the State of South Carolina and on the current Department of the Treasury's Listing of Approved Sureties {Dept. Circular 570}.

Should the captioned project be awarded to and accepted by Blythe-United JV, we are prepared to consider providing the required bonds on their behalf. Based upon normal and standard underwriting criteria at the time of the request, Arch Insurance Company, Nationwide Mutual Insurance Company, and Liberty Mutual Insurance Company should be in a position to provide Blythe-United JV Performance and Payment Bonds for single projects in the amount of \$400,000,000.00 and aggregate support in excess of \$800,000,000.00. Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of Blythe-United JV. Please understand that any arrangement for bonds is strictly a matter between Blythe-United JV and each of the above named sureties. We assume no liability to third parties or you if for any reason we do not execute said bonds.

It is a distinct pleasure to provide Blythe-United JV with their bonding needs, and we highly recommend their construction services to you.

Sincerely,

ARCH INSURANCE COMPANY
NATIONWIDE MUTUAL INSURANCE COMPANY
LIBERTY MUTUAL INSURANCE COMPANY

By: 
Angela Y. Buckner, Attorney-in-Fact

This document is not intended to be taken as advice regarding any individual situation and should not be relied upon as such. Marsh & McLennan Agency, LLC shall have no obligation to update this publication and shall have no liability to you or any other party arising out of this publication or any matter contained herein. Any statements concerning actuarial, tax, accounting or legal matters are based solely on our experience as consultants and are not to be relied upon as actuarial, accounting, tax or legal advice, for which you should consult your own professional advisors. Any modeling analytics or projections are subject to inherent uncertainty and the analysis could be materially affected if any underlying assumptions, conditions, information or factors are inaccurate or incomplete or should change. Copyright © 2022 Marsh McLennan Agency, LLC. All rights reserved.
CA Insurance Lic: 0H18131. MarshMMA.com

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Angela Y. Buckner, Bradford Gibson, Debra S. Ritter, Erin Brooks, Howard Thomas Dawkins, Leah E. Farnsworth, Martin D. Pallazza, Michelle S Isola, Raymond J. Garruto, Robert C. Tresher and Wendy E. Lahm of Charlotte, NC (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

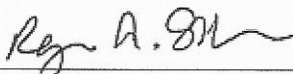
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

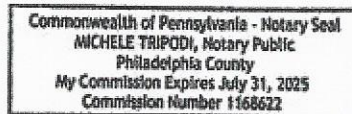
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 29th day of May, 2024.

Attested and Certified

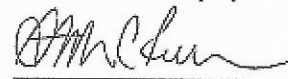

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



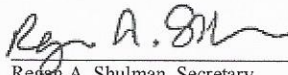
Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney** dated May 29, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 6th day of June, 2024.


Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ANGELA Y BUCKNER; BRADFORD GIBSON; DEBRA S RITTER; ERIN E BROOKS;
HOWARD THOMAS DAWKINS; LEAH E FARNSWORTH; MARTIN D PALLAZZA;
MICHELLE S ISOLA; RAYMOND J GARRUTO; ROBERT C TRESHER; WENDY E LAHM;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

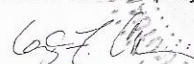


Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 6th day of June, 2024.


Assistant Secretary



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

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

Certificate No: **8211689-018028**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Erin Brooks, Angela Y. Buckner, H. Thomas Dawkins, Leah E. Farnsworth, Raymond J. Garuto, Bradford W. Gibson, Michelle S. Isola, Wendy E. Lahm, Martin D. Pallazza, Debra S. Ritter, Robert C. Tresher

all of the city of Charlotte state of NC 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 17th day of April, 2024.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of April, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
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 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 6th day of June, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT was made and entered into, effective on October 19, 2020, by and between the following parties (referred to herein as a "Party" or collectively as the "Parties"):

PARTY	PRINCIPAL PLACE OF BUSINESS	PLACE OF INCORPORATION
United Infrastructure Group, Inc. ("UIG")	3800 Arco Corporate Drive, Suite 200, Charlotte, NC 28273	South Carolina
Blythe Development Company ("BDC")	1415 E. Westinghouse Blvd Charlotte, NC 29273	North Carolina

WITNESSETH:

WHEREAS, the Parties are interested in submitting a bid for, and in obtaining a contract from the SCDOT (the "Owner") for the construction of a project commonly known as the I-77 Panthers Boulevard Interchange (the "Project" and the design and construction of the Project being hereinafter called the "Work" and the said contract being hereinafter called the "Contract"); and

WHEREAS, the Parties hereto have agreed to form a Joint Venture which will bid for and seek to obtain such Contract from the Owner; and

WHEREAS, the Parties hereto desire to set forth their rights and interests in such Joint Venture, and to set forth their duties and obligations under the Contract which might be awarded as a result of the aforesaid bid;

NOW THEREFORE, in consideration of the mutual promises and agreements herein set forth, the Parties hereby agree to constitute themselves as a Joint Venture for the purpose of submitting a bid to the Owner for the performance of the Contract and for the purpose of performing and completing the construction of the Project in the event that the Contract is awarded to them but not for any other purposes. This Agreement contemplates only the furnishing and performance of the work, labor and materials necessary for the submission of the bid and for the completion of the Contract, and the Parties are not making any permanent agreement to develop or undertake any project other than the Project. Nothing in this Agreement shall be construed as a limitation of the power or rights of either Party hereto to carry on its separate business for its sole benefit except, however, the Parties hereto shall cooperate with each other according to the terms and spirit hereof in the performance and completion of the Contract pursuant to this Agreement. The Parties hereby agree that such joint bid shall be filed and such Contract, if awarded to them, shall be performed and completed by them as a Joint Venture subject to the following terms and conditions:

ARTICLE 1: NAME

The name of the Joint Venture shall be "United-Blythe Panthers JV" and the business of the Joint Venture shall for convenience be carried on under that name and under no other name.

ARTICLE 2: BID

- a) The Parties hereto agree to jointly prepare a bid proposal for the construction of the Project to be submitted to the Owner or its agent as may be required under the invitation to bid documents on the official bid date. Should the Parties fail to agree as to the form, the terms, or conditions of the bid, then, in such event, the Joint Venture and this Agreement shall terminate, subject to the rights and obligations of the Parties accrued prior to such termination and subject further to the following:

Notwithstanding the foregoing, the Parties agree to exercise their best efforts and to proceed reasonably and with due diligence to agree to the form and the terms and conditions of the bid.

- b) Any negotiations with the Owner or any sureties, subsequent to the submission of the bid, whether before or after the awarding of the Contract, shall be conducted by the Executive Committee defined later herein, and costs related thereto shall be borne by the Joint Venture.
- c) Except as is provided in this Agreement, during the term of this Agreement none of the Parties to this Agreement shall, without the previous written consent of the other Party, directly or indirectly bid for or take any interest for its own benefit in the execution or carrying out of the construction of the Project or any part thereof or any services preparatory thereto and each of the Parties shall do all in its power to ensure the observance of this prohibition by all persons from time to time in its employment and all of its affiliates and subsidiaries or parent company as defined by Federal or State law.
- d) Except as is herein provided to the contrary, or unless otherwise mutually agreed upon by the Parties hereto:
 - (i) each of the Parties hereto shall assume its own expenses incurred prior to submission of the bid; and
 - (ii) no payment shall be made by the Joint Venture to either Party or to any third party in reimbursement of expenses incurred by such Party in connection with the preparation of the bid unless by prior mutual agreement.
- e) If the Parties are required to post a bid bond in connection with their bid for construction of the Project, each Party agrees to pay its Proportionate Share, as defined below, of the cost of any bid bond required for the Project. If successful, the cost of the bid bond, if any, shall be borne by the Joint Venture.

- f) If the bid is accepted by the Owner, or if the Parties are successful in negotiating the Contract subsequent to the submission of the bid, the Parties shall execute a contract, and shall take such other steps as may be required to make the Contract a legal and binding agreement among the Parties, and the Owner. This Agreement shall terminate, subject to the rights and obligations of the Parties accrued prior to such termination i) if the bid is not accepted by the Owner or the Project is awarded to a third party or ii) if the Parties are not successful in negotiating the Contract with the Owner within six (6) months of submission of the bid.

ARTICLE 3: PARTICIPATION OF PARTIES

- a) Except as may be provided to the contrary in this Agreement, the interests of the Parties in any profits, and their respective shares in any losses and liabilities that may result from the performance of the Contract, and their interests in all property, equipment and other assets acquired by the Joint Venture, and all monies received in connection with the performance of the Contract shall be as follows:

PARTY	PROPORTIONATE SHARE
UIG	60%
BDC	40%

(the said percentage for each Party being hereinafter called its "Proportionate Share").

- b) Each of the Parties hereto agrees that in the event of any losses arising out of or resulting from the submission of the bid (except those expenses incurred by any Party in connection with the preparation of the bid) and/or the performance of the Contract, each Party hereto shall assume and pay its Proportionate Share of such losses. If for any reason any Party hereto incurs any liabilities or is required to pay any losses arising out of or resulting from the submission of the bid (except those expenses incurred by any Party in connection with the preparation of the bid) and/or performance of the Contract, or the posting or furnishing of the necessary bid bonds or performance or payment bonds, or payment under the terms of such bonds, which are in excess of its Proportionate Share, the other Party shall reimburse such Party in such amount or amounts as the losses or expenses and/or liabilities assumed or incurred by such Party exceed its Proportionate Share in the total losses, expenses and liabilities of the Joint Venture, so that each member of the Joint Venture will then have paid its Proportionate Share of such losses. To that end, each party hereto agrees to indemnify the other against, and to hold the other harmless from, any and all damages, losses, expenses and liabilities of the Joint Venture that are in excess of the other's Proportionate Share but only to the extent that such damages, losses, expenses and liabilities result from or arise out of 1) the submission of the bid (except those expenses incurred by any party in connection with the preparation of the bid), 2) the performance of said Contract, and/or 3) the posting or furnishing of the necessary bid, performance or payment bonds or payment under the

terms of such bonds. Such damages, losses, expenses and liabilities shall include damages, losses, expenses and liabilities suffered by third parties which claims are not covered by Joint Venture insurance and which must be paid by a party or the Joint Venture, including insurance deductibles, co-payments and other insured contributions required under the terms of the responding insurance policy(ies) that may be sustained, suffered, assumed or incurred by any party hereto in connection with the submission of the bid and/or performance of the Contract, but shall not include incidental, indirect or consequential loss or losses, expenses or liabilities (including, without limitation, loss of profit, contract, use or revenue) suffered as a loss by either party unless such incidental, indirect or consequential loss was a third party loss for which the JV was liable. The obligations under this subparagraph shall survive completion or termination of the Project or this Agreement.

- c) Each of the Parties agrees to place at the disposal of the Joint Venture as directed by the Executive Committee the benefit of all its experience, technical knowledge and skill and shall in all respects bear its share of the responsibility and burden of completing the Contract including the provision of information, advice and assistance for the execution of the Work.

ARTICLE 4: EXECUTIVE COMMITTEE

- a) To facilitate the handling of any and all matters and questions in connection with performance of the Contract, a Joint Venture Executive Committee shall be established comprised of one representative from each of the Parties hereto. Each of the Parties hereby appoints the following representative and alternate to act for it in all such matters with full and complete authority to act on its behalf in relation to any and all matters and things in connection with, arising out of, or in relation to any and all matters, questions and things involving performance of the Contract.

Each of the members of the joint venture agree to be held jointly and severally liable for any and all duties and obligations of the Joint Venture as the Offeror under the project and under any Contracts or Agreements arising there from, which have been authorized by the Executive Committee of the Joint Venture. The following individuals are authorized to execute documents on behalf of the Joint Venture.

PARTY	REPRESENTATIVE	ALTERNATE
UIG	James E. Triplett	Michael C. Gantt
BDC	Luther J. Blythe, Jr	Franklin W. Blythe

Any Party may at any time and from time to time change its appointed representative or alternate by filing with the other Party a written notice in accordance with this Agreement. The alternate representatives shall serve only when the primary representative is absent or unable to serve.

- b) The representatives of the Parties constituting the Joint Venture Executive Committee, who are designated in accordance with this Agreement shall hereafter be known as the Executive Committee and shall meet quarterly or as requested by any member of the Executive

Committee, subject to ten (10) days' notice (or such lesser period upon which the members of the Executive Committee may agree), to act on matters within the mandate of the Executive Committee. Such meetings shall be in person or by telephone conferencing. A resolution in writing, signed by all of the members of the Executive Committee shall be as valid as if it had been passed at a meeting of the Executive Committee.

- c) Decisions shall be taken by resolution with each of the representatives of each Party having a vote equal to its Party's Proportionate Share. The Parties acknowledge that it is their wish that all decisions of the Executive Committee shall be unanimous. However, in the event that the Executive Committee is unable to reach a unanimous decision, then such decision shall be determined by majority vote.

Notwithstanding the foregoing, decisions on the following issues shall be by unanimous decision of the Executive Committee:

- i) major extension of the scope of the Work;
- ii) alteration to this Joint Venture Agreement;
- iii) disposition of the plant, equipment, tools or salvageable materials of the Joint Venture; In the event that the Executive Committee shall fail to reach unanimous agreement on the disposition of the plant, equipment, tools or salvageable materials of the Joint Venture, such issue shall be determined as provided in sub-clause (d) of Article 13.
- iv) insurance coverages, including deductible amounts, to be obtained and maintained by the Joint Venture in connection with the Work;
- v) any decision under Articles 9 or 14 to pay or return capital, contributions, head office overhead or profit to the Parties prior to the completion of the Joint Venture;
- vi) any decision to initiate or settle significant claims against the Owner, any subcontractors or suppliers, or other third parties; and
- vii) any decision for which any other provision of this Agreement specifies unanimous approval of the Parties.

In case the Parties fail to reach a unanimous decision, the matter in question may at the election of any Party hereto be referred to the Senior Officer of each of the Parties for resolution. In the event the Senior Officers shall fail to reach unanimous agreement, such issue shall be determined as provided in Article 17.

In the event the Parties fail to reach a unanimous decision or decision by majority vote, the Managing Party shall make such decisions as are necessary to progress the Project, subject to the other Party's rights under Article 17.

- d) Every decision of the Executive Committee upon any of the matters within its mandate under this Agreement shall be binding upon the Parties as if the same had been included in the provisions of this Agreement at the time of the execution hereof.
- e) If neither the representative of a Party nor his alternate attends a duly convened meeting of the Executive Committee, the meeting shall be adjourned and requested again giving notice as aforesaid. Should neither the representative of a Party nor his alternate still not attend, then the meeting shall proceed in their absence.
- f) The Executive Committee shall have the mandate to deal with all decisions, commitments, agreements, understandings and all other matters pertaining to negotiations with the Owner or any sureties subsequent to the submission of the bid and pertaining to performance of the Contract.

The Executive Committee shall have power and authority:

- i) to supervise and control the performance of the Managing Party later defined herein;
- ii) to exercise control and make decisions on general policy matters related to the Joint Venture which are not specifically delegated to the Managing Party, or the Project Manager;
- iii) to review for approval the Managing Party's recommendations in such matters as the overall plan for execution of the Work, determination of the amount of working capital required, the timing of calls for working capital contributions, the determination of requirements and plans for the acquisition of any plant or equipment, the determination of the need for and the terms of subcontract or material supply agreements in excess of five hundred thousand dollars (\$500,000.00), the approval of salary schedules, the return of working capital advanced by the Parties to this Agreement and the distribution of profits earned;
- iv) to delegate the authority to act for and bind the Parties to this Agreement in connection with all or any part of the performance of the Work. Said delegation of authority to either one of the Parties, or to any other person or persons may be revoked at any time;
- v) to receive and review reports on the progress of the Work from the Managing Party. The contents and timing of reports shall be determined by the Executive Committee. The Project Manager shall meet with the Executive Committee when requested by said Committee;
- vi) to determine the amount of any reserves required for any warranty period in respect of any unsettled claims, demands or other contingents of the Joint Venture relating to the Work; and
- vii) to set the financial reporting period year end for the Joint Venture.

- g) All business transacted at meetings of the Executive Committee shall be recorded in suitable minutes by the Managing Party and distributed to all Parties hereto for comment, correction and acceptance within two weeks.

ARTICLE 5: MANAGING PARTY

- a) UIG is hereby designated as the Managing Party of the Joint Venture. The Managing Party shall have charge and supervision over the timely and satisfactory performance of the Contract, subject, however, to the superior authority and control of the Executive Committee.
- b) The Managing Party shall have authority to appoint and replace from time to time the various salaried and hourly personnel necessary to develop and operate the Work, and to negotiate, execute and deliver purchase orders, rental agreements, labor agreements, subcontracts and such other agreements as are necessary and appropriate to carry out the Contract. The Managing Party shall not consent to any major extension to the scope of the Work without the unanimous approval of the Executive Committee.
- c) The Managing Party shall be responsible to establish a project office in the proximity of the work and conduct all business affairs on behalf of the Joint Venture including but not limited to payment of wages and accounts, and furnishing statements and reports concerning the financial status of the Joint Venture and progress of the Work as required by the Executive Committee. The Managing Party shall furnish each of the Parties with a monthly cost report and a monthly financial statement calculated on the percent of completion basis.
- d) Other off-site overhead services required to support the performance of the Contract shall be furnished by the Managing Party, and if pre-approved by the Executive Committee, appropriate reimbursement shall be made to the Managing Party for the cost of such services as determined by the Executive Committee.
- e) The Managing Party shall be compensated for the management services of its corporate and district office project administration, clerical support, accounting, IT and in-house legal. The Joint Venture shall reimburse the Managing Party for these costs as the management fee which shall be charged at a monthly rate of .005 (the "Management Fee") of the contract proceeds during the construction term of the Project. This fee will be charged to the Joint Venture as cost of the Work and as such is included in the proposal estimate. The Managing Party duties and responsibilities for which it will receive the Management Fee are outlined in Exhibit E, attached hereto and incorporated herein.
- f) The Managing Party shall charge the Joint Venture a monthly rate of \$250 (two hundred and fifty dollars) per user for technology services. The charge will cover the standard software products available. Project specific software such as BIM and Primavera Project Planner will be at an additional cost. This charge does not include personal computer hardware and

mobile devices. A user is any management employee utilizing computer services for the Project.

ARTICLE 6: PROJECT PERSONNEL

- a) The Managing Party shall designate a Project Manager who shall serve at its pleasure and be subject to its control. The Project Manager shall be delegated responsibility for the practical execution and carrying out of the Work and shall have such specific powers as the Managing Party may, from time to time, delegate.
- b) Each Party shall provide qualified personnel in number and at similar levels of responsibility and competency, based on a point system attached hereto as Exhibit H, approximately equal to its percentage interest in the Joint Venture as applied to the total number of personnel required for the Project (such obligation being a material obligation of each Party hereto). Such employees shall remain in the employment of the particular Party and shall not be employees of the Joint Venture but shall cooperate with and serve under the authority of the Project Manager. All costs of employment of such employees for the time the individual is directly involved with the Project shall be reimbursed or paid to the providing Party at applicable actual cost rate identified in the salary schedules mutually agreed upon by the Parties multiplied by a multiplier rate of 1.5 covering all benefits, overhead, payroll taxes and deductions, and expenses related thereto, including, without limitation, health and pension benefits, 401K match, PTO, FICA, FICA (HI), FUTA, and SUTA or as otherwise established unanimously by the Executive Committee. To be clear, the multiplier shall cover paid time off, and as such, during the Project when an employee takes PTO (vacation, holidays, or sick time), the Joint Venture shall not continue to pay the salary of that employee. In no event will either Party be reimbursed by the Joint Venture for any bonuses or other incentives paid to personnel unless the Executive Committee agrees to implement a Project Incentive Program. All costs of employment of such employees shall be reimbursed or paid to the providing Party at actual costs incurred or upon terms to be established by the Executive Committee.
- c) Hourly personnel not available from the Parties hereto may be hired by the Joint Venture or the Parties as determined by the Executive Committee.
- d) Each Party agrees that upon entering into this Agreement and for a period of not less than one year following the completion of the Contract, the Parties and their subsidiaries and affiliates shall not make offers, enticements and/or inducements to cause employees of another Party to leave the employ of that Party and enter into employment with the other Party and/or any affiliate or subsidiary of the Party. This provision is limited to a Party's employee who participated in some material way with the Work.
- e) It is the intention of the Parties that all losses incurred by the Joint Venture shall be shared by the Parties in accordance with their Proportionate Shares, whether or not such losses are caused or contributed to by any of the Parties hereto, the Managing Party, the Project Manager, the members of the Executive Committee or any of their respective directors, officers or employees, provided that such persons are not acting in bad faith. Accordingly,

in connection with or in carrying on its or his duties or responsibilities pursuant to this Agreement or under the Contract, none of the Parties hereto, the Managing Party, the Project Manager, the members of the Executive Committee and their respective directors, officers and employees shall be liable to the Joint Venture or either of the Parties hereto for its or his acts or omissions, whether or not such acts or omissions are negligent, provided that it or he is not acting in bad faith. The Joint Venture shall indemnify and save harmless all such persons for any claims, losses, damages and costs arising from or in connection with its or his carrying out its or his duties or responsibilities under this Agreement or the Contract except in the event of such bad faith.

- f) Except as otherwise set forth elsewhere in this Agreement, the authority limits of the Project Director, other Project management and the Executive Committee will be set forth on Exhibit G. The Parties will negotiate Exhibit G in good faith. In the event unanimous consent of the Executive Committee is required, each Party's Executive Committee representative shall respond in a timely manner to avoid delaying the performance of the Contract.

ARTICLE 7: WORKING CAPITAL

- a) All working capital, when and as required for the performance of the Contract, shall be furnished by the Parties in accordance with their Proportionate Shares. The need for working capital and the dates on which it is to be furnished shall be determined by the Managing Party and upon approval of the Executive Committee, each such determination shall be binding and conclusive on the Parties. The Managing Party shall use its best efforts to give written notice at least thirty (30) days prior to the date for payment thereof provided that the giving of less than thirty (30) days notice shall not affect the obligation of the Parties to make the contribution on the date set for payment. The working capital so provided and all other funds received by the Joint Venture shall be deposited in such banks and may be withdrawn on the conditions set forth in Article 8. Those authorized to deal with funds of the Joint Venture shall be bonded in such amounts and in such companies as the Executive Committee shall determine.
- b) The Managing Party will make use of working capital pursuant to the JV Financial Management Policy in Exhibit B, investing it prudently in low-risk, short-term securities, so that it will earn interest without interfering with payment of current obligations of the Joint Venture as they become due.
- c) The Executive Committee will comply with the working capital guidelines attached as Exhibit A.
- d) All monies received by the Joint Venture, whether as advances by the Parties to this Joint Venture, as payments under the Contract or otherwise, shall be treated and regarded as and are hereby declared to be, trust funds for the performance of the Contract and for no other purpose until the Work shall have been fully completed and accepted by the Owner, and until all obligations of the Parties hereto shall have been paid, otherwise discharged, or

provided for by adequate reserves. Such reserves shall likewise be treated as trust funds until they shall have served the purposes for which they were created.

- e) Should any Party (the "Defaulting Party") be unable or fail or neglect to contribute its Proportionate Share of the working capital within 7 calendar days after the date set for the contribution thereof by the Managing Party, the other Party (the "Non-Defaulting Party") may, at their option, pay the share of the Defaulting Party (the "Defaulting Party's Contribution"). If the Non-Defaulting Party pays all or part of the Defaulting Party's Contribution, such payments shall be deemed to be demand loans made by the Non-Defaulting Party to the Defaulting Party. Such loans shall be immediately repayable by the Defaulting Party without notice and shall bear interest at a rate per annum equal to 10% above the Prime Lending Rate, determined on a day to day basis. Such loans shall be and are hereby declared to be secured by a paramount lien and charge on the interest of the Defaulting Party in the Joint Venture and the Defaulting Party shall and does hereby assign to the Non-Defaulting Party its right to any payments from the Joint Venture as further security for such loans. Partial payments in respect of such demand loan shall be applied firstly to accrued interest and secondly to reduction of principal. Each Party shall execute and deliver to the others such documents as are reasonably necessary to perfect such lien including, without limitation, a Security Agreement and UCC-1 Financing Statements. In this Agreement, "Prime Lending Rate" means the "Prime Rate" published by the Wall Street Journal from time to time.
- f) For any period during which a Defaulting Party remains indebted to the Non-Defaulting Party pursuant to sub-paragraph 7(e) hereof:
 - i) the voting strength of the representative of the Non-Defaulting Party shall be increased to the proportion that its actual contributions to working capital (including loans therefore to the Defaulting Party) bear to the total contribution made to working capital by the Parties and the voting strength of the representative of the Defaulting Party shall be decreased accordingly;
 - ii) the Defaulting Party shall remain obliged to continue to contribute its original Proportionate Share of working capital as required from time to time; and
 - iii) the Defaulting Party shall remain liable for any losses of the Joint Venture in accordance with its original Proportionate Share.
- g) In the event that the Non-Defaulting Party does not pay the Defaulting Party's Contribution, then the Non-Defaulting Party at their option may terminate the Defaulting Party's interest in the Joint Venture, in accordance with Article 15.
- h) All working capital advanced shall be repaid to the Parties advancing the same prior to the distribution of any profits. All repayments of working capital shall be in the reverse order to which they were paid in. Each such repayment of working capital shall be repaid to the Joint Venturers in the same ratio as it was paid in by the Parties. In no event will repayment

of any working capital or advance distribution of anticipated profit reduce the obligation of the Parties for future contributions of working capital or for losses of the Joint Venture.

- i) In the event that a Defaulting Party is indebted to the Non-Defaulting Party pursuant to sub-paragraph 7(e) hereof, any monies otherwise payable to the Defaulting Party by the Joint Venture shall be paid to the Non-Defaulting Party to be applied in reduction of the loans until the loans by the Non-Defaulting Party to the Defaulting Party have been paid in full.
- j) Each Party agrees to provide to the other Party its audited financial statements, as well as its Parent Company's audited financial statements if applicable, on an annual basis, within one hundred twenty (120) days of the end of its fiscal year or the most recent audited financial statements upon request of the other party. Such audited financial statements shall be held in confidence. Further, at any time, either Party may request a certification from the CFO of the other Party, or the Parent Guarantor if applicable, that there has been no material change since the prior audited financial statements were prepared.

ARTICLE 8: BANKING

- a) A bank account or accounts shall be opened in the name of the Joint Venture in such bank or banks under such description or descriptions as the Managing Party may determine. All working capital contributions made by the Parties hereto, and all of the funds received by the Joint Venture or by any of the Parties on behalf of the Joint Venture in connection with the performance of said Contract shall be deposited in such bank account or accounts. Withdrawals may be made by check or draft or other instrument in such form as the Managing Party may from time to time direct. All persons authorized to draw against the funds of the Joint Venture shall be insured in such company or companies and in such amounts as the Executive Committee shall determine. The premiums on any such bonds shall be paid by the Joint Venture. Neither Party will unreasonably restrain and/or refuse to authorize withdrawal of funds for payment of proper expenses relating to the Work.
- b) Unless otherwise previously agreed in writing by the Executive Committee, no payments shall be made or monies withdrawn from any such bank account or accounts except for the purposes of the Joint Venture. Monies not immediately required for the purposes of the Joint Venture may be invested in securities or other investments in the name of the Joint Venture. The Managing Party shall provide to the Executive Committee a listing of securities and investments for review and approval. Under no circumstances shall such securities or investments be stocks, bonds, or other instruments of debt and equity issued on behalf of any of the Parties or affiliated companies to the Parties of the Joint Venture. No part of any funds deposited in any bank account or accounts of the Joint Venture shall be paid or returned to any of the Parties except as specified herein or as may otherwise be determined by the Executive Committee.
- c) No money shall be borrowed or financing arranged for the account of the Joint Venture, nor shall any assets of the Joint Venture be charged, assigned, mortgaged, pledged or hypothecated, unless approved by the Executive Committee. If any monies are so borrowed,

they shall be repaid in full prior to return of any working capital and distribution of gains or profits.

ARTICLE 9: ACCOUNTING

- a) Separate books of account of the Joint Venture and its operation shall be kept by Joint Venture personnel and maintained at the office of the Joint Venture. Financial Statements and other reports, as directed by the Executive Committee, of the financial condition of the Joint Venture shall be made to each Party each month or upon demand by the Executive Committee. All records of the Joint Venture shall be open to examination and photocopy at any reasonable time by any of the Parties hereto. Such records and documents shall not be removed from the place where they are usually kept, without the previous consent of the Executive Committee.
- b) Annual audits may be made and furnished to each Party by an independent firm of accountants selected by the Executive Committee upon the request of either Party after the Project is thirty-three (33%) complete. If, in addition to the yearly audit, a Party requests another audit, such audit shall be at the expense of the requesting Party. Upon completion of the Contract, if requested by either Party, there shall be a final audit of all accounts, records and other pertinent data and a complete and final accounting shall be furnished each Party for its approval and acceptance.
- c) The cost of independent yearly audits and the keeping and maintaining of the separate books of account during the course of the Work shall be a part of the cost of the Joint Venture. To the extent records must be kept subsequent to the completion, and acceptance by all the Parties, of the final accounting, they shall be kept at such place as the Parties shall determine and the cost shall be borne by the Parties in accordance with their Proportionate Shares.
- d) The currency of the account of the Joint Venture shall be United States of America (U.S.A.) dollars.

ARTICLE 10: BONDS & INSURANCE

- a) The Managing Party shall obtain and maintain insurance on behalf of the Joint Venture and each of the Parties hereto as required by the Executive Committee or under the Contract including, without limiting the generality of the foregoing, liability insurance respecting the Work and insurance respecting fire and other perils on all equipment and other assets of the Joint Venture. The type and amount of insurance will be determined by the Parties. All contract performance, payment and other bonds that may be required by the Joint Venture shall be obtained and maintained in the name of the Joint Venture by the Managing Party. Each Party shall furnish, in accordance with its Proportionate Share, its respective percentage of any bond, or other security, including security for retentions and deductibles under any insurance program, required in connection with the award of a contract for the Project or placement of insurance, and between themselves the Parties shall bear, in

accordance with these percentages, the obligations of any bond or other security. In the event of an uninsured loss, each party shall bear the cost in accordance with its Proportionate Share.

Each Party's bonding company will bill the Joint Venture for its share of the cost of the performance and payment bonds. All Parties shall obtain any and all bonds and insurance required in connection with the Joint Venture. Each Party shall execute such indemnity agreements and other agreements as may be required by the companies writing the bonds.

- b) All premiums for bonds and insurance required on the project and in the name of the Joint Venture shall be a direct cost to the Joint Venture.
- c) The insurance broker for all insurance required by the Joint Venture shall be determined by the Managing Party.
- d) Not Used.

ARTICLE 11: TREATMENT OF COSTS

- a) Costs incurred by any of the Parties hereto in the performance of the Contract or while directly engaged in the business of the Joint Venture shall be reimbursed by the Joint Venture to such Party. Reimbursable costs shall be limited to:
 - i) the salary and all other employment-related expenses including, without limitation, benefits, payroll taxes and deductions of approved office and field personnel, which are not carried on the Joint Venture payroll, at the applicable rate as provided for in Article 6(b), for the period of direct involvement, provided prior approval of the Executive Committee has been received;¹
 - ii) all reasonable costs of travel, lodging, food, subsistence and such related miscellaneous expenses in accordance with the Party's company policies, provided prior approval by the Executive Committee has been received; and
 - iii) compensation for services or equipment rental provided by either one of the Parties, provided prior approval of the Executive Committee has been received.
- b) Costs reimbursable to the Parties shall not include any charges for expenses in submitting the bid.
- c) Direct job costs for field supervision, labor, materials, equipment, subcontractors, insurance, bonds, taxes, supplies, services, relocation costs and other expenses necessary for the performance of the Contract shall be incurred and paid directly by the Joint Venture.

¹ The Parties agree that any disclosure of salaries, wages or benefit information specific to each Party shall be for the purpose of establishing appropriate cost estimating for the Proposal and not for any other purpose.

- d) Each Party shall submit to the Joint Venture, at least five (5) days before billings are to be submitted by the Joint Venture to the Owner under the Contract, documentation approved by its designated representative, showing amounts due such Party for costs incurred to date. Such documentation shall be in such form as to enable the Joint Venture in all respects to meet the billing requirements of the specifications of the Contract (if appropriate).
- e) Salary costs and travel expenses of the members of the Executive Committee shall not be reimbursed to the Parties to the Joint Venture, nor shall the salary costs and travel expenses of other members of management of the Parties to the Joint Venture not directly engaged in the business of the Joint Venture.

ARTICLE 12: TAXES

Taxes and duties levied upon the Joint Venture as an entity, if any, shall be borne by the Joint Venture prior to the repayment of working capital or distribution of profits. For income tax purposes, Federal, State, or otherwise, the Parties hereby elect and agree that the Joint Venture shall not be taxed as an entity but each Party shall be taxed separately on its share of the profits of the Joint Venture. Each Party hereto shall be separately responsible for any taxes levied on its receipts from the Joint Venture or otherwise incurred of whatsoever description and shall indemnify the other Party in respect of its liability therefore.

The Managing Party shall prepare and file all Joint Venture tax returns and reports required under law on the "percentage of completion" method subject to standard and customary tax deferral strategies. The other Party shall be allowed sufficient time to review the Joint Venture's annual Federal and State Partnership returns prior to filing and shall be provided all financial records and returns necessary for them to prepare their own individual tax returns. The Managing Party's authority with respect to tax matters is limited such that it may not bind the other Party to an audit, administrative adjustment, settlement agreement, a petition for review of a final partnership administrative adjustment or any change in the Joint Venture's returns as filed that will affect the other Party's tax liability without the approval of the other Party.

ARTICLE 13: ASSETS

- a) Any JV tools and equipment used in the Work shall be purchased, rented or leased at competitive prices. The Managing Party may purchase, rent or lease such tools and/or equipment in the name of the Joint Venture, providing however, any capital expenditures in excess of fifty thousand dollars (\$50,000.00) shall first be approved by the Executive Committee.

In the event Either Party rents its own tools and equipment to the Joint Venture, the terms of this Article and Article 2(c) shall be complied with. Equipment rented from a Party will be at a mutually agreed competitive price. In the event the Parties cannot reach mutual agreement on a price, the equipment shall be at a rental rate of 75% of Dataquest Rental Rate Blue Book Volume I FHWA rates.

In order to regularly assess the value and condition of equipment purchased for the Joint Venture, it shall be subject to a semiannual in-house inspection by the Managing Party's equipment department. The other Party may at its option also inspect such equipment. In order to regularly assess the condition of equipment from a Party, it shall also be subject to a semiannual in-house inspection by the equipment department of the Party renting such equipment to the Joint Venture. All inspection reports shall be sent to the Executive Committee.

- b) The Managing Party shall notify all Parties of the need for rented equipment and allow all Parties the opportunity to furnish rented equipment to the Joint Venture.
- c) Equipment rented from a Party shall not exceed three (3) months duration without approval of the Executive Committee and shall be charged as a direct cost at a rate to be negotiated and agreed by the Executive Committee.
- d) During the course of the Work and upon completion of the Work, the Managing Party shall determine what part of the plant, equipment, tools and salvageable materials ("Materials") belonging to the Joint Venture are no longer needed for completion of the Contract, and shall dispose of the same in such manner, at such times as the Executive Committee shall determine. If the Executive Committee agrees that disposal of the Materials is appropriate, the price of such Materials shall be based on an appraisal by a qualified person hired and paid by the Joint Venture. A copy of such appraisal shall be sent promptly to each Party hereto.

Each Party shall have the opportunity to notify the Joint Venture in writing within ten (10) days of the date of receipt of the appraisal of which, if any, such Materials each Party wishes to purchase at ninety percent (90%) of the orderly liquidation value ("OLV") price set forth in such appraisal, and any Party so notifying the Joint Venture of its desire to purchase any such Materials shall be permitted to do so at ninety percent (90%) of the OLV price set forth in such appraisal at any time within thirty (30) days after so notifying the Joint Venture. In the event one of the Parties sold such Material to the Joint Venture, that Party shall have the first right to repurchase the Material. Otherwise, in the event more than one Party desires to purchase the same Materials, the same shall be sold to the Party offering the highest price, each Party having the opportunity to a final bid;

In the event neither Party wants to purchase a particular item of the Materials, the Materials shall be disposed of as follows:

- i) any such Materials not disposed of pursuant to paragraph (d) above may be sold by the Managing Party at the appraised value thereof set forth in the appraisal referred to in paragraph (d) above;
- ii) any Materials not disposed of pursuant to paragraphs (d) and (d)(i) shall be distributed by the Executive Committee to the Parties in proportion to their interest in the Joint Venture according to a formula based upon the appraised value referred to in

paragraph (d) above. when a Party has acquired any such Materials pursuant to the foregoing, it shall thereafter be responsible for its prompt removal and care.

ARTICLE 14: DISTRIBUTION OF ASSETS/LIABILITIES

- a) The Executive Committee may determine from time to time during the course of the Work, that some of the Assets held and acquired by the Joint Venture may be divided among or paid to the Parties, in accordance with their original Proportionate Share except as otherwise provided by this Agreement. Distributions for the purpose of reimbursing the Parties for their Federal and State income taxes associated with the Joint Venture's taxable income shall be provided quarterly each year subject to the minimum working capital requirements in Article 7 and Exhibit A.
- b) Upon completion of the Work, receipt of final payment under the Contract and all other accounts receivable including proceeds of the sale of all plant, equipment, tools and salvageable materials and other real or personal property sold in accordance with the provisions herein, and after paying or providing for payment of all known costs and expenses of the Joint Venture and after repayment of all loans of the Joint Venture and after reimbursing the Parties for costs as herein provided and after setting aside such reserves for unsettled claims, demands and other contingencies as the Executive Committee may deem proper and advisable, and after the repayment of all sums advanced for working capital, the Executive Committee shall cause a final accounting to be prepared showing the total net profit earned or loss incurred by the Joint Venture. The audited books of account of the Joint Venture shall be conclusive in establishing whether a profit has been realized or a loss sustained and the amount of such profit or loss.
- c) If such final accounting shall indicate that a net profit has been realized such profit shall be distributed among the Parties in proportion to their entitlement to profits of the Joint Venture in accordance with Articles 3, 7, 14 and 15 hereof. When and if the monies set aside as reserves for the payment of unsettled claims and demands and other contingencies are no longer required for the purposes intended, then such monies shall be similarly distributed among the Joint Venturers.
- d) If the performance of the Contract results in a loss, the Parties shall be obligated in accordance with their respective original Proportionate Shares, for any such loss (irrespective of the fact that any Party may have advanced more than its Proportionate Share of working capital as provided above). Such proportionate liability for each Party for the bearing of losses shall continue with respect to any claims which, at any time either before or after the completion of the Contract, shall be made against them, or any of them, by reason of the Joint Venture.

ARTICLE 15: TERMINATION AND DEFAULTS

a) This Agreement shall commence as of the day and date first above written and it shall remain in full force and effect until terminated by written agreement of the Parties hereto or until terminated as otherwise provided herein or until payment to the Parties of all monies due to them under this Agreement and settlement of all liabilities under or in respect of performance of the Contract or otherwise in respect of the Work, or unless the bid has not been submitted within 1 year after the date of this Agreement.

b) If any Party hereto (the "Defaulting Party") shall:

- i) commit an act of bankruptcy; or
- ii) become bankrupt; or

if, in respect of any Party hereto (the "Defaulting Party"):

- iii) an order is made or a resolution is passed for the winding-up or other termination of its existence; or
- iv) a liquidator, receiver or receiver-manager of its business or undertaking is duly appointed; or
- v) an order debarring or suspending it from contracting for public construction work is issued;

Then, unless prevented by law, the Defaulting Party's interest in the Joint Venture shall forthwith terminate and the Defaulting Party's amount of Joint Venture profits shall be fixed at the amount realized in accordance with GAAP as of the date of the default. The Defaulting Party's liability for Joint Venture losses shall remain at its original Proportionate Share.

c) If any Party hereto (the "Defaulting Party") shall default in any of its obligations under this Agreement including, without limiting the generality of the foregoing, fail to make available personnel as required by the Executive Committee, fail to make available the benefit of its experience, technical knowledge and skill or fail to contribute its share of working capital (subject to Article 7), then the other Party (the "Non-Defaulting Party") may give written notice to the Defaulting Party specifying the event of default.

In the event a default arising out of the Defaulting Party's failure to provide personnel required by Article 6.2 is not cured within thirty (30) days from receipt of the Cure Notice, each Party's Proportionate Share will automatically be adjusted to the proportion of the Party's actual personnel contribution to the Project to the total of all personnel contributed by both Parties, as calculated in accordance with the Personnel Point System in Exhibit H.

In the event that the Defaulting Party does not cure its default within thirty (30) days after receipt of such notice then the Non-Defaulting Party may terminate the Defaulting Party's

interest in the Joint Venture. Notwithstanding the foregoing, the Non-Defaulting Party shall not have the right to terminate the Defaulting Party's interest in the Joint Venture in the case of an event of default under this sub-paragraph c) if such event of default is incapable by its nature (as opposed to the circumstances, including the financial circumstances, of the Defaulting Party) of being cured within thirty (30) days and if the Defaulting Party commences curing such default within thirty (30) days after receipt of such notice and thereafter diligently and continuously proceeds with the curing of such default.

- d) Upon termination of the Defaulting Party's interest in the Joint Venture:
 - i) the Non-Defaulting Party may take over and complete the Work;
 - ii) the Defaulting Party shall have no entitlement to share in any of the profits of the Joint Venture;
 - iii) the Defaulting Party shall have no right to participate in the management or operation of the Joint Venture;
 - iv) the Defaulting Party shall continue to be liable for all existing and future losses and liabilities of the Joint Venture including liabilities to the Non-Defaulting Party under Article 2 hereof, in accordance with its original Proportionate Share; and
 - v) the Defaulting Party shall only be entitled to the return of its contributions to working capital upon completion of the Work and after payment of all other liabilities of the Joint Venture.
- e) Any Defaulting Party hereunder shall indemnify and hold harmless the Non-Defaulting Party for any loss, claims or liabilities which the Non-Defaulting Party may incur arising out of any breach of this Joint Venture Agreement by the Defaulting Party. The Defaulting Party further agrees to pay all legal expenses required of or by the Non-Defaulting Party to protect their interests or defend any action arising out of the Defaulting Party's breach, including court costs and disbursements and fees on a solicitor and his own client basis.
- f) The remedies herein provided shall be in addition to and shall not limit any remedies the Non-Defaulting Party may have at law or in equity or otherwise.
- g) Any change in control or existence of any Party or parent company of such Party shall constitute a default. Upon such default, the Non-Defaulting Party(ies) may purchase the Defaulting Party's interest in the Joint Venture at a fair market price. Change in control means the addition or departure of any person or entity having a twenty-five percent (25%) or greater ownership interest in any Party or parent company of such Party. If such Change in Control occurs prior to the Proposal being submitted to the Owner, and the Non-Defaulting Party elects to terminate the agreement, the Defaulting Party shall reimburse the Non-Defaulting Party for all of its costs spent up to the date of termination of the agreement.

ARTICLE 16: SUCCESSORS AND ASSIGNMENT

- a) It being acknowledged that each Party is entering into this Agreement in reliance upon the other Party being and remaining a Party to this Agreement, no Party may assign, transfer, pledge or hypothecate its interest, whether directly or by merger with or acquisition by another entity, or any part thereof, in the Joint Venture or in the Contract or in this Agreement or in any property or monies of the Joint Venture except with prior written consent of the other Party and upon such terms as it may reasonably require.
- b) Subject to the foregoing provisions, this Agreement shall inure to the benefit of and be binding upon the Parties hereto, their successors, permitted assigns and legal representatives.

ARTICLE 17: DISPUTES

Any dispute or difference arising out of or relating to the Work or in connection with this Agreement, shall, if not resolved by the Executive Committee, be resolved or compromised by good faith negotiation at the senior officer level of the Parties.

If after the Parties have met at the senior officer level on at least two separate occasions, or the matter is not resolved within sixty (60) days, then and only then the Parties shall attempt resolution by mediation by any party filing a demand for mediation with the other Party or Parties. Unless the Parties mutually agree otherwise, mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The Parties to the dispute shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Parties agree the mediation provided for herein is a compromise negotiation for purposes of all international, federal and state rules of evidence. If the Executive Committee has not referred the dispute to mediation or arbitration within ninety (90) days, and the matter is not resolved, then and only then may any Party initiate legal action.

ARTICLE 18: GOVERNING LAW

This Agreement shall in all respects be governed by and construed and interpreted in accordance with the laws of the State in which the Project is situated. Subject to Article 17 hereof, the Parties hereto agree to submit to the jurisdiction of the courts having jurisdiction in the location of the Project and to accept service by registered letter of any proceedings issued out of the said courts notwithstanding that said Party may then be located outside the jurisdiction of the said courts.

ARTICLE 19: LEGAL COUNSEL

- a) The Managing Party shall consider retaining legal counsel agreeable to the Executive Committee for use in connection with any matters of concern to the Joint Venture which

may require legal counsel or assistance. The expense of legal counsel shall be borne by the Joint Venture.

- b) Such legal counsel shall represent the Joint Venture and shall not represent the individual interests of any Party relating to the Joint Venture, the Contract, the Work or this Agreement without the consent of the others. If separate counsel is required to represent the interests of any Party, such Party shall be solely responsible for selecting and compensating its legal counsel.

ARTICLE 20: NOTICE

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail, or by fax addressed to the recipient as follows:

- a) United Infrastructure Group, Inc. (Attn: James E. Triplett)
3800 Arco Corporate Drive, Suite 200
Charlotte, NC 28273
- b) Blythe Development Company (Attn: Luther J. Blythe, Jr)
1415 E. Westinghouse Blvd
Charlotte, NC 28273

or to such other address/fax number as may be designated by notice given by any Party to the other. Any communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth (5th) Business Day following the deposit thereof in the mail and, if given by fax, on the day of transmittal thereof. In the event of the disruption of postal service, communications shall be given only by personal service or by transmittal by fax.

ARTICLE 21: PUBLICITY

Any advertisement, press release or statement by any Party hereto which involves the other Party hereto or the Joint Venture shall meet with prior approval of the Executive Committee. All such advertisements, press releases or statements where practicable shall make due reference to an acknowledgement of the work performed or to be performed by all Parties under the Contract.

ARTICLE 22: OWNERSHIP AND USE OF DOCUMENTS

All documents produced for or by the Joint Venture shall be owned by the Joint Venture. Upon termination of this Agreement, each Party shall own an undivided interest in such documents in proportion to the entitlement of such Party to the profits of the Joint Venture. The documents shall be stored at a location determined by the Executive Committee and no Party shall use these

documents for other projects without the prior written consent of the other. Any Party may make duplicate copies of such documents without consent of the other Party.

ARTICLE 23: INTERPRETATION

- a) The captions and headings used herein are for convenience and reference only and shall not limit or expand, or be referred to in interpreting or construing the provisions hereof.
- b) Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or body politic or corporation and vice versa where the context so requires.

ARTICLE 24: FURTHER ASSURANCES

Each Party hereto shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

ARTICLE 25: TIME OF THE ESSENCE

Time shall be of the essence of this Agreement.

ARTICLE 26: NO GENERAL PARTNERSHIP

Nothing in this Agreement or in the relationship of the Parties respecting the Joint Venture or the Work is intended to create nor shall it be construed to create or confirm a general partnership between them.

ARTICLE 27: UNENFORCEABILITY

Unenforceability of any part of this Agreement shall affect that part of this Agreement only and the rest of this Agreement shall remain in force and unaffected.

ARTICLE 28: ENTIRE AGREEMENT

This Agreement constitutes the entire integrated agreement between the Parties in regard to the subject matter hereof, subject to no other oral or written proposals, agreements or understandings whatsoever and, subject to sub-paragraph 4(d), may only be subsequently supplemented or amended by a written agreement subscribed by the Parties hereto.

ARTICLE 29: COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute but a single instrument.

ARTICLE 30: NO THIRD-PARTY BENEFICIARIES

The Parties intend that this Joint Venture Agreement be for the exclusive benefit and use of the Parties hereto; this agreement is not intended to benefit any third party.

ARTICLE 31: SIGNATURE AUTHORITY

The Parties agree that the following persons are and shall hereinafter be duly authorized to execute legal documents that bind the Joint Venture including but not limited to bid proposal documents and contracts:

Company	Name	Title
UIG	James E. Triplett	President & CEO
UIG	Carl E. Franseen	Vice President & CFO
UIG	Michael C. Gantt	Operations Engineer
BDC	Luther J. Blythe, Jr	Vice President of Operations
BDC	Franklin W. Blythe	Vice President
BDC	Luther J. Blythe	President

ARTICLE 32: COMPLIANCE AND ETHICS

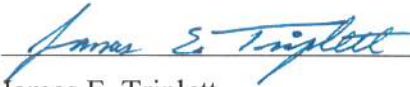
The Parties agree to abide by the Compliance Program and Ethics as set forth in Exhibit C hereto.

ARTICLE 33: SUBSEQUENT AGREEMENTS

To the extent the Parties agree upon issues related to the Joint Venture, the Bid or post-award activities subsequent to execution of this Agreement (“Post Execution Decisions”), such Post Execution Decisions shall be memorialized in Exhibit D. Immediately prior to submission of the Bid, Exhibit D shall be signed by the Parties.

IN WITNESS WHEREOF the Parties hereto have affixed the signatures of their officers duly authorized in that behalf.

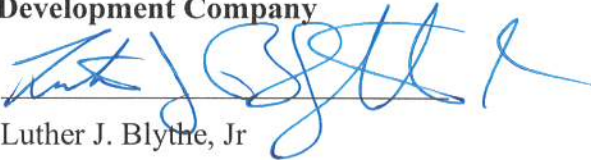
United Infrastructure Group, Inc.

By: 

Name: James E. Triplett

Title: President & CEO

Blythe Development Company

By: 

Name: Luther J. Blythe, Jr

Title: Vice President of Operations

EXHIBIT A

WORKING CAPITAL GUIDELINES

Initial Capital Investment

It is the intention of the Joint Venture to operate with enough capital to maintain its ability to make accounts payable and subcontractor payments. To this end, the Joint Venture should be initially funded with a minimum amount of capital to meet the forecast initial obligations. The initial funding for the Project, if any, shall be determined by the Executive Committee. For jobs that expect to buy/salvage the equipment used by the Joint Venture, the financing of this equipment will dictate an even larger initial capital investment. While this standard is a guide, the Parties are encouraged to agree on appropriate amount for each specific job on a case-by-case basis due to the risk profile, contingency level or fee economics of the Joint Venture.

Investment of Surplus Working Capital

As part of the daily treasury management of bank balances, any excess cash will be invested in highly liquid marketable securities, subject to Executive Committee approval of security types. While commercial paper is the predominant investment vehicle utilized, jumbo certificates of deposits and money market accounts are also available to the Joint Venture. These investments are segregated from investments by the Parties and interest is credited to the general joint venture bank account upon maturity. Investment durations can range from overnight to less than a year.

Return of Capital and Profits

Joint Venture profits shall be disbursed as determined by the Executive Committee.

EXHIBIT B

JV FINANCIAL MANAGEMENT POLICY

It is hereby agreed that UIG, being the Managing Partner, will on behalf of the said JV enter into transactions within the following Investment Types and within the below stipulated Investment Restrictions.

The Managing Partner will on behalf of the Contractor execute, when applicable, some or all transactions as follows:

Investment Type	Investment Restrictions
Money Market Funds	<ul style="list-style-type: none">- Managed in accordance with SEC Rule 2A7 of Investment Company Act of 1940 and amendments thereto.- MMF rated AAAM by S&P, Aaa-mf by Moody's and Fitch AAAMmf.- From September 2016, only MMF that do not have: Floating NAV, Liquidity Gates and Liquidity Fees, are permitted.
Bank Time Deposits	<ul style="list-style-type: none">- Financial institution rated A- or higher by S&P (or equivalent rating).- No investment is permitted to exceed a 6 months DTM-range.
Commercial Paper/Certificates of Deposit	<ul style="list-style-type: none">- Each instrument is rated A-1 by S&P and P-1 by Moody's (no split ratings).- No investment is permitted to exceed a 6-months DTM-range.
Money Market Deposit Accounts	<ul style="list-style-type: none">- Financial institution is rated A- or higher by S&P (or equivalent rating).

Note: A Guarantor, credit support provider, or a bank that has issued or guaranteed any investment security must have total assets in excess of \$20 billion.

Retention substitution, if applicable:

Investment Type	Investment Restrictions
Investments will be within the investment alternatives stipulated in the relevant Provincial Code, when applicable.	<ul style="list-style-type: none">- Short term: A-1 by S&P and P-1 by Moody's, or above- Long term: A by S&P and A2 by Moody's, or above

Note: The above is only with regards to investment of retention when such is escrowed, without alternatives of release of funds. Any changes to this Investment Policy shall be agreed between the Parties and made in writing.

EXHIBIT C

JOINT VENTURE COMPLIANCE PROGRAM AND ETHICS

1. Code of Conduct – The Managing Party will develop a code of conduct (“JV Code”). The JV Code will include provisions that are necessary for Joint Venture operations. Provisions applicable to the Joint Venture Parties as independent business entities will not be included in the JV Code, but shall be covered in each Party’s code of conduct to the extent a Party’s independent actions and non-compliances may be deemed Joint Venture actions and non-compliances. Joint Venture Party nominal employees providing services to the Joint Venture shall be subject to requirements of both their nominal employer’s code and the JV Code.
2. Training – The Managing Party will provide compliance training for the Joint Venture in the form of a recorded training program. The Managing Party will use its own recorded program unless the Executive Committee approves other materials.
3. Hotline – The Managing Party will provide a Joint Venture compliance “hotline” phone number or email address. Allegations of non-compliance reported via the compliance “hotline” will be forwarded to the Joint Venture compliance committee (see below) for disposition. As and when appropriate each Party’s Joint Venture compliance committee representative shall report such allegation to the Party’s own compliance officer.
4. Sufficiently High Person – The compliance officer for the Joint Venture (“Compliance Officer”) shall be the certain individual identified in the Joint Venture agreement as the Managing Party’s responsible person. The Joint Venture compliance committee (“Compliance Committee”) will include the Compliance Officer and at least one other member named by each other Party. The Compliance Committee shall meet during every Executive Committee meeting (either in person or telephonically) to receive and address reports from audits and the compliance “hotline”, evaluate the Joint Venture compliance training program, and perform periodic reviews of compliance procedure promulgation.
5. Exclude Guilty People as Principals – Each Party’s Executive Committee representative, Compliance Committee representative and the Project Manager, shall be deemed Joint Venture “Principals”. Prior to Joint Venture employment of any Principal, or any Principal providing services to the Joint Venture if such person is not an employee of the Joint Venture, in the alternative:
 - a) The Managing Party shall employ a third party to perform a personal background check on that person; or
 - b) a Party may certify that its nominal employee acting as a Principal for the Joint Venture has not been found to have violated that Party’s own code of conduct.

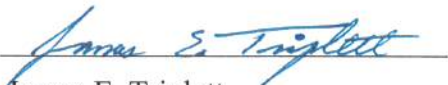
6. Periodic Reviews – The Managing Party shall provide periodic effectiveness and risk assessment as required; the Compliance Committee will perform annual, effectiveness and risk assessment for its own account.
7. Audit – The Managing Party will provide compliance audit services to the Joint Venture. Compliance audits will be performed at such intervals as determined by the Executive Committee, but in no case less than once during the Joint Venture term. Audit reports will be timely provided to the Compliance Committee and will be formally considered during the next scheduled Compliance Committee meeting. The Compliance Committee shall discuss and record in its meeting minutes non-compliances and possible non-compliances addressed in audit reports, and how such non-compliances and possible non-compliances will be resolved. Each Party's Compliance Committee representative will be responsible for reporting material matters and concerns to that Party's own compliance officer.
8. Disciplinary Actions – The Compliance Committee shall advise the Executive Committee concerning recommended disciplinary actions, and the Executive Committee shall undertake such actions if they are determined by the Executive Committee to be reasonable within the context of the matter. Each Party's Compliance Committee representative will be responsible for reporting disciplinary actions and the matters from which such actions arose to that Party's own compliance officer.
9. Disclosure – Each Party, as a condition of being admitted as a Party to this Joint Venture, and as an essential duty thereafter, shall timely make those disclosures to the Compliance Committee. Each Party's Compliance Committee representative will be responsible for reporting said disclosures to that Party's own compliance officer.

EXHIBIT D

SUBSEQUENT AGREEMENTS

The Parties agree the asphalt paving work ("Asphalt Work") shall be subcontracted from the Joint Venture to BDC, and that BDC shall be completely responsible for performing the Asphalt Work in accordance with the Contract, including any profits, losses, assets, and liabilities that may result such performance. The amount of the subcontract shall be the actual cost of the Asphalt Work as mutually agreed by the Parties plus a markup percentage equal to the markup percentage the Parties mutually agree to place on the Joint Venture Work.

United Infrastructure Group, Inc.

By: 

Name: James E. Triplett

Title: President & CEO

Blythe Development Company

By: 

Name: Luther J. Blythe, Jr

Title: Vice President of Operations

EXHIBIT E

SERVICES AND COST ALLOCATION MATRIX

DESCRIPTION	PARTIES COST NON- REIMBURSABLE FROM JOINT VENTURE	COVERED BY MANAGEMENT FEE	JOINT VENTURE COST
1. Salaries and Burdens			
i) Pre-Bid/Bid			
q All pre-Bid/Bid salaries and burdens	X		
q Managing Party's Proposal Manager, proposal coordination and production costs			X [if third party costs or if agreed by the Executive Committee]
q Third Party Costs			X
ii) Pre-Award			
q Managing Party's salaries and burdens	X		
q Third Party Costs			X
ii) Post Award			
q Managing Party's Head Office Executives	X		
q Managing Party's Project Executive			X [if agreed by the Executive Committee]
q Project Director			X
q Managing Party's Equipment Manager (On Site)			X
q Managing Party's Head Office Purchasing Agent		X	
q Purchasing Agent (On Site)			X
q Managing Party's Head Office Labor Relations Manager		X	
q Managing Party's Head Office Administration Manager		X	

DESCRIPTION	PARTIES COST NON- REIMBURSABLE FROM JOINT VENTURE	COVERED BY MANAGEMENT FEE	JOINT VENTURE COST
<input type="checkbox"/> Managing Party's Head Office Human Resources		X	
<input type="checkbox"/> Personnel Department (on site) if reqd.			X
<input type="checkbox"/> Managing Party's Head Office Safety Personnel		X	
<input type="checkbox"/> Managing Party's Head Office Safety Personnel - PAS audits (On Site)			X [if agreed by the Executive Committee]
<input type="checkbox"/> Safety Personnel (On Site)			X
<input type="checkbox"/> Managing Party's Head Office Information Systems		X	
<input type="checkbox"/> Information Systems Personnel (On Site)			X
<input type="checkbox"/> All staff hired or assigned to Joint Venture and located on-site or in the Head Office for training or prior to site office set-up			X
<input type="checkbox"/> Estimating staff preparing GMP estimates and re- imbursable by client, regardless of location			X [if agreed by the Executive Committee]
<input type="checkbox"/> Managing Party's Head Office Accounting and Payroll Personnel when business system is on-site		X	
<input type="checkbox"/> Payroll Personnel performing Joint Venture accounting and payroll functions			X

DESCRIPTION	PARTIES COST NON- REIMBURSABLE FROM JOINT VENTURE	COVERED BY MANAGEMENT FEE	JOINT VENTURE COST
q Managing Party's or JV's Head Office Personnel when performing a specific assignment at the request of the Project Director			X [if approved by the Executive Committee]
q Statutory burdens	Allocated with salaried cost		
q Site Allowances	Allocated with salaried cost		
q Vehicle/car allowances	Allocated with salaried cost		
2. Travel and Accommodation (including room and board)	Allocated with salary cost above. Only exception is when one of the above is required to travel for selection of equipment or to review a procedure used elsewhere that has application for the project. When this is done at the request of the Project Director, the travel and accommodations are a Joint Venture cost		
3. Personnel Placement Fees	X [unless such costs are related to a Joint Venture direct hire, in which case costs shall be a Joint Venture cost]		
4. Moving Expenses	Allocated with salaried cost		
5. Data Processing			
i) Hardware			
q In Head Office		X	
q On-Site			X
q Third party modifications to Head Office or on-site equipment necessitated by project requirements			X
ii) Software			
q In Head Office		X	
q On-Site			X
q Modifications to Head Office or on-site equipment necessitated by project requirements, including in-house programming expense			X

DESCRIPTION	PARTIES COST NON- REIMBURSABLE FROM JOINT VENTURE	COVERED BY MANAGEMENT FEE	JOINT VENTURE COST
iii) Communications (including modem line, gateway and third party hook up expense as well as other communication requirements (On Site))			X
q When using all or part of Head Office business system		X	
q When business system is on-site			X
q Other communication requirements of Joint Venture (i.e., third party support modems, etc.)			X
iv) Training			
q Managing Party's home office personnel who provide training and support		X	
q Third party Project training, support and expenses	Allocated as per hardware, software and communications		
6. Estimating Expenses			
q Pre-Award (In-house)	X		
q Pre-Construction Phase (Onsite or Party's home office)			X
q Construction Phase/On site, if specifically requested by JV or performed by JV employed personnel			X
7. Engineering Expenses			
q Pre-Award (In-house)	X		
q Third party			X

DESCRIPTION	PARTIES COST NON- REIMBURSABLE FROM JOINT VENTURE	COVERED BY MANAGEMENT FEE	JOINT VENTURE COST
<input type="checkbox"/> Pre-Construction and Construction Phases, including either Party's in-house Head Office engineering expense (as approved by the Executive Committee)			X
<input type="checkbox"/> Construction Phase/On site, if specifically requested by JV or performed by JV employed personnel			X In-house engineering cost as approved by JV Executive Committee
8. Project Controls			
<input type="checkbox"/> Head Office		X	
<input type="checkbox"/> On Site			X
9. Scheduling Expenses			
<input type="checkbox"/> Pre-Award	X		
<input type="checkbox"/> Pre-Construction Phase (Onsite or Party's home office)			X
<input type="checkbox"/> Construction Phase/On site			X
10. Licensing and Registration Fees			
<input type="checkbox"/> Pre-Award	X		
<input type="checkbox"/> Pre-Construction Phase			X
<input type="checkbox"/> Construction Phase			X
11. Legal Expenses			
<input type="checkbox"/> In House Counsel - Contract Review, General Advice	X		
<input type="checkbox"/> Third Party Counsel, claims, complaints			X
12. Insurance and Bonding			X
13 Payroll Services for Salaried Personnel (this does not include the direct payroll expense, only the cost of generating the payroll	X		
14. Accounting Services (on-site)			X

DESCRIPTION	PARTIES COST NON- REIMBURSABLE FROM JOINT VENTURE	COVERED BY MANAGEMENT FEE	JOINT VENTURE COST
15 Miscellaneous Office Supplies			
Supplies shipped to the job			X
Joint Venture stationary,			X
Courier expenses			
q Originating on job site or from third parties to job site			X
q Originating in Managing Party's Head Office		X	
iv) Telephone Charges			
q Originating on job site			X
q Originating in Managing Party's Head Office		X	
v) Bank Charges			
q Joint Venture bank accounts			X
vi) Office space			
q Pre-Award (Use of existing facilities)	X		
q Managing Partner's head office		X	
q Project related third party landlord or trailer expenses			X
vii) Copying charges			
q Managing Partner head office copy charges		X	
q Third party copy charges			X
q On-site copy charges			X
q Hourly and salaried personnel on JV payroll or leased to JV from Parties			X

EXHIBIT E (CONTINUED)

INFORMATION, SERVICES OF MANAGING PARTY'S HEAD OFFICE

The foregoing Table outlines the services to be provided by the Managing Party in return for the Management Fee. This narrative is intended to provide details on the nature and scope of those services.

1. Salaries & Burdens

Pre-Award:

After formal notification by the Developer of their intent to award the Project to the Joint Venture, all salaries and burdens of the Managing Party's personnel who may be involved in negotiations with the Owner or Developer will be covered by the Management Fee. The only exception to this will be if the Executive Committee determines that it is in the Joint Venture's interest to establish the Project team and begin detailed project planning. In that event, and with approval of the Executive Committee, the salaries, burdens, and other reimbursable costs will be considered Joint Venture costs.

Post-Award:

Head Office executives of the Managing Party (other than the designated Project Executive) will, in general, offer support and assistance to the Project Director and staff regarding the due performance of the Project and Contract subject to the superior authority of the Executive Committee. More specifically their involvement will include, but is not limited to the following:

- a) Providing preliminary advice on technical and construction matters as well as on contractual issues prior to obtaining legal advice,
- b) Providing advice on union or labor issues
- c) Monitoring the performance of the Project Director to ensure any critical contractual or financial issues are communicated to the Executive Committee without delay.

The Head Office Equipment Manager will provide advice, support, and assistance to the Joint Venture or Joint Venture Equipment Manager on the following:

- a) Selection and acquisition of plant, equipment and tools,
- b) Establishment of preventative maintenance program (including record keeping and costing) for all plant, equipment and tools,
- c) Negotiation with plant and equipment suppliers on warranty issues, and
- d) Other matters relating to management of Joint Venture plant and equipment.

The Head Office Purchasing Agent will provide advice, support and assistance to the Joint Venture Purchasing Agent on the following:

- a) Selection of subcontractors and suppliers,
- b) Negotiating and preparing purchase orders and subcontract agreements,
- c) Establishment of a program to track and monitor DBE suppliers and subcontractors to ensure compliance with the Contract , and
- d) Other matters relating to management of suppliers and subcontracts.

The Head Office Labor Relations will provide advice, support and assistance to the Joint Venture Labor Relations on the following:

- a) Discussions and negotiations with the various trade unions at Project start-up,
- b) Negotiations and settlement of labor disputes which may arise during the course of the Project, and
- c) Other matters relating to labor relations.

The Head Office Administration Manager will provide advice, support and assistance to the Joint Venture Administration Manager on the following:

- a) Establishment and operation of the business system for all Project accounting functions (payroll, accounts payable, banking, tax accounts, receivables),
- b) Ensuring all payroll, taxation and accounting practices are in compliance with statutory requirements,
- c) Ensuring that Bonds and Guarantees are released at the earliest possible time for the benefit of the Joint Venture,
- d) Establishment and operation of banking facilities in the name of the Joint Venture as approved by the Executive Committee,
- e) Obtaining and maintaining all required insurance coverage as approved by the Executive Committee, as well as managing all insurance claims,
- f) Controlling the investment of surplus funds as approved by the Executive Committee,
- g) Ensuring that all project records are maintained and retained to comply with any statutory requirements,
- h) Selecting and coordinating with an external auditor in accordance with the terms of this Agreement, and
- i) Other matters relating to the administration of the Contract and the business of the Joint Venture.

The Head Office Safety Personnel will provide support and assistance to the Joint Venture Safety Personnel on the following:

- a) Preparation of the project safety and loss control programs,
- b) Monitoring safety and loss control performance to ensure compliance with Contract or statutory requirements, and

- c) Other matters relating to safety and loss control.

The Head Office Information Systems Personnel will provide advice, support and assistance to the Joint Venture Systems personnel on the following:

- a) Determination of the system requirements, selection of hardware and software to operate the system and installation of the system,
- b) Troubleshooting system problems, and
- c) Other matters relating to the selection, installation and operation of the information system.

EXHIBIT F

ORGANIZATIONAL CHART AND PERSONNEL POINT SYSTEM GUIDELINES

Position	Associated Points
Project Director	65
Deputy Project Director	65
Project Manager	50
Commercial Manager	50
Construction Manager	50
General Superintendent	35
QC Manager	35
Safety Manager	35
Equipment Manager	30
Engineering Manager	35
Survey Manager	30
Design Manager	40
Contracts Manager	30
Permitting/ROW Specialist	25
Project Engineer	30
Senior Business Manager	20
HR/Recruiting Manager	15
DBE/EEO Coordinator	15
Field/Office Engineer	10

EXHIBIT G

AUTHORITY MATRIX

Action	Authorized Person or Entity		
	Project Director	Managing Party	Executive Committee Unanimous Consent
Signature Authority	Authority to sign documents on behalf of the Joint Venture will be granted by Power of Attorney authorized by each Party to the Joint Venture and will be subject to the authorizations and limitations in this Authority Matrix and the Joint Venture Agreement.		
Bid/DB Contract/Pre-DB Contract Matters			
Authority to approve Bid			X
Authority to approve DB Agreement			X (See footnote #2)
Approval of Insurance coverages for the JV (including deductible amounts)			X (See footnote #4)
Authority to approve DB Agreement Change Orders		<\$5M	\$5M+
Authority to approve Subcontract or PO prior to execution of DB Agreement			X
Authority to approve Lender documents (eg. Consent to Collateral Assignment)			X
Joint Venture Agreement Matters			
Decision to add a member to the Joint Venture or change the Proportionate Share of any Party to the Joint Venture (other than as dictated by the terms of the JV Agreement)			X
Decision to require Working Capital Contributions (other than as dictated by JV Agreement), borrow funds or obtain financing for the Joint Venture			X
Amendments to the JV Agreement			X
JV Purchase of Plant or Equipment		<\$500,000 PO value	\$500,000+ PO value

Decision to pay or return capital contributions or profit to the JV members prior to completion of the Project and final accounting			X
Approval of any Press/Media release or communication to the public with respect to the Joint Venture (See footnote #6)		X	
Self Perform, Subcontractor, Equipment, Material Purchases and Vendor Agreements			
Approval of Master Agreement Type Contracts:			
Master Agreements (Equipment Rentals and Towage)		X	
Riders to Master Agreements for Project Scopes		<\$500,000	\$500,000+
Approval of Single Scope Agreements:			
Subcontracts within Budget		<\$20M	\$20M+
Subcontracts outside Budget		<\$5M	\$5M+
Subcontract Change Order		<\$5M	\$5M+
Professional Services Agreements (PSA)		<\$5M	\$5M+
PSA Change Order		<\$2M	\$2M+
Material Subcontracts within Budget		<\$20M	\$20M+
Material Subcontracts outside Budget		<\$5M	\$5M+
Material Subcontract Change Order		<\$5M	\$5M+
Service Provider Agreements		<\$5M	\$5M+
Service Provider Change Order		<\$2M	\$2M+
POs for Consumables/Non-Permanent items		<\$5M	\$5M+
Approval to Self Perform Scope		X	
Legal Matters			
Approval of Settlement of Disputed Sub Claims		<\$5M	\$5M+
Settlement of Disputed Owner Claims		<\$5M	\$5M+
Suspension or Termination of D/B Agreement			X

Termination of a Subcontractor		X (with Executive Committee notification)	Review
Filing of a Lawsuit Against Developer			X
Filing of a Lawsuit against a Subcontractor			X
Retention of Outside Counsel or Claims Consultant			X
Filing of lien against an Owner			X
Bonds, Insurance, Parent Company Guarantee			
Approve Standard Subcontract insurance coverage variance	X		
Approve Exception to Performance Security or indemnity requirements for subcontracts and purchase orders		X	
Approve Parent company guarantee and amendments			X
Project Costs			
Subcontracted Costs Invoice Approval	X (See footnote #7)		
Approve Check Request for Advance Subcontract/Vendor Payment (prior to payment from Developer)	X		
Approve Joint Checks (See footnote #5)	X		
Labor Agreements, Retention of Intermediaries (e.g. Lobbyists), Project Office Real Estate Leases, Letters of Credit			
Approve Labor Agreements and Project Real Estate Leases		X	
Approve Retention of Intermediaries (e.g. Lobbyists), Letters of Credit			X
Personnel			
Approve Hiring, Substitution or Termination of Hourly Personnel	X		
Approve removal of Salaried Personnel from Project	X (See footnote #8)		
Approval of Salaried Personnel		X (See footnote #9)	

Project Bonus			X
Labor Disputes		X (with Executive Committee notification)	
Non-Reimbursable/Overhead Costs			
Approval of Project Specific Expense Reports		X (See footnote #10)	
Community Involvement Events	X		
Charitable Contribution/Sponsoring Commitment		X	
Footnotes			
1. Not used.			
2. Executive Committee approves the DB Agreement when approving the bid			
3. Not used.			
4. Managing Party obtains insurance as required by the Executive Committee or under the DB Contract.			
5. In consultation with the Project M/WBE Compliance Officer			
6. Excludes normal MOT updates, traffic switches and other operational matters, which may be approved by Project Director			
7. Project Director may delegate as appropriate			
8. In consultation with Partner employer			
9. Each Partner hires and terminates salaried personnel that it assigns to the Project			
10. Project Management approves expense reports for direct reports, with final approval from Managing Party			



RESOLUTION 005
OF THE EXECUTIVE COMMITTEE

United-Blythe Joint Venture
August 8, 2023

- 1) Entity Name: Based on discussions and desires of the Executive Committee, it was agreed to change the name of the company, United-Blythe Panthers JV, to United-Blythe JV effective August 8, 2023.
- 2) General Implementing Authority: The Managing Party and Design-Build Project Manager are hereby authorized and directed to implement the provisions contained in this resolution including the execution of any documents in the name of or on behalf of the Entity, to incur costs associated with implementation as may be necessary to carry out and comply with the purposes and intent of the foregoing resolutions, and to consummate all of the transactions contemplated thereby.
- 3) Ratification: All acts, transactions, and agreements undertaken prior to the adoption of this resolution by the Managing Party or Design-Build Project Manager in connection with the foregoing resolution are hereby ratified, confirmed, approved, and adopted by the Executive Committee.
- 4) Counterparts: The Executive Committee's written consent may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this written consent of the Executive Committee of United-Blythe Joint Venture as of the date first above written.

United Infrastructure Group, Inc.

BY: _____
James E. Triplett

Blythe Development Company

BY: _____
Luther J. Blythe, Jr

RESOLUTION 007 OF THE EXECUTIVE COMMITTEE (March 15, 2024)

United-Blythe Joint Venture

- 1) Executive Committee: Pursuant to Article 4: Executive Committee, the Executive Committee Members for United-Blythe Joint Venture shall be as follows:

PARTY	REPRESENTATIVE	ALTERNATE
UIG	Gene E. Triplett	Michael C. Gantt
BDC	Luther J. Blythe, Jr.	Stoney Bumgardner

- 2) Signature Authority: Pursuant to Article 31: Signature Authority, the representatives who are authorized to sign on behalf of United-Blythe Joint Venture shall be revised as follows:

Company	Name	Title
UIG	James E. Triplett	CEO
UIG	Christopher R. Sisk	Executive VP & CFO
UIG	David M. Grey	Executive VP & CBO
UIG	Gene E. Triplett	VP & JV Operations Officer
UIG	Michael Gantt	VP & Engr. Controls Officer
BDC	Luther J. Blythe, Jr	President
BDC	Joseph M. Dodson	VP & CFO
BDC	Stoney Bumgardner	VP of Operations

- 3) Success Fee: Whereas the Joint Venture was successful in the bid of the SCDOT SC 160 at I-77 Interchange Improvement project Proposal ID 4664480 and the contract was executed in the amount of \$124,966,145.45, the Parties desire to charge a 1% success fee (\$1,249,661.45) for the reimbursement of costs incurred by the Parties during the project pursuit phase. This fee will be billed by the respective Parties to the Joint Venture in accordance with their proportional share, resulting in a reimbursement to UIG of \$749,796.87 and a reimbursement to BDC of \$499,864.58.
- 4) General Implementing Authority: The Managing Party and Design-Build Project Manager are hereby authorized and directed to implement the provisions contained in this resolution including the execution of any documents in the name of or on behalf of the Entity, to incur costs associated with implementation as may be necessary to carry out and comply with the purposes and intent of the foregoing resolutions, and to consummate all of the transactions contemplated thereby.
- 5) Ratification: All acts, transactions, and agreements undertaken prior to the adoption of this resolution by the Managing Party or Design-Build Project Manager in connection with the foregoing resolution are hereby ratified, confirmed, approved, and adopted by the Executive Committee.
- 6) Counterparts: The Executive Committee's written consent may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the undersigned have executed this written consent of the Executive Committee of United-Blythe Joint Venture as of the date first above written.

United Infrastructure Group, Inc.

BY: _____
James E. Triplett

Blythe Development Company

BY: _____
Luther J. Blythe, Jr.

RESOLUTION 008 OF THE EXECUTIVE COMMITTEE**United-Blythe Joint Venture
June 19, 2024**

- 1) Purpose of Joint Venture: Whereas the Parties will complete construction of the SCDOT Contract 4658500 in York County formerly known as the I-77 Panther Interchange and now known as the I-77 Exit 81 Palmetto Parkway Interchange, construct the SCDOT SC 160 at I-77 Interchange Improvement project Proposal ID 4664480 in York County, submit a bid proposal for the purpose of ultimately obtaining a contract for the SCDOT Project ID P042443 I-77 Exit 26 New Interchange and Connecting Roads Design-Build Project in Richland County, and submit a bid proposal for the purpose of ultimately obtaining a contract for the SCDOT Project ID P043325 I-20 Widening and Saluda River and CSX Bridge Replacements Design-Build Project in Lexington County.
- 2) Participation of Parties:

Project	Party	Proportionate Share
York County I-77 Exit 81 Palmetto Parkway Interchange 4658500	UIG	60%
	BDC	40%
York County SC 160 at I-77 Interchange Improvements 4664480	UIG	60%
	BDC	40%
Richland County I-77 Exit 26 New Interchange and Connecting Roads DB P042443	UIG	60%
	BDC	40%
Lexington County I-20 Widening and Saluda River and CSX Bridge Replacements DB P043325	UIG	70%
	BDC	30%

- 3) General Implementing Authority: The Managing Party and Design-Build Project Manager are hereby authorized and directed to implement the provisions contained in this resolution including the execution of any documents in the name of or on behalf of the Entity, to incur costs associated with implementation as may be necessary to carry out and comply with the purposes and intent of the foregoing resolutions, and to consummate all of the transactions contemplated thereby.
- 4) Ratification: All acts, transactions, and agreements undertaken prior to the adoption of this resolution by the Managing Party or Design-Build Project Manager in connection with the foregoing resolution are hereby ratified, confirmed, approved, and adopted by the Executive Committee.
- 5) Counterparts: The Executive Committee's written consent may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this written consent of the Executive Committee of United-Blythe Joint Venture as of the date first above written.

United Infrastructure Group, Inc.

BY: _____
James E. Triplett

Blythe Development Company

BY: _____
Luther J. Blythe, Jr.



Columbia, South Carolina

**SOUTH CAROLINA DEPARTMENT
OF
TRANSPORTATION**

PRIME CONTRACTOR

PREQUALIFICATION CERTIFICATE

This Certifies that your company has complied with the rules and regulations of the Department and the State of South Carolina, and subject to the rules and regulations for a prime contractor, is declared eligible to submit a bid and be awarded any construction contract issued by the Department, subject to obtaining proper bonds and insurance acceptable to the Department and complying with all other statutory and contract requirements.

ALL BIDS SUBMITTED TO THE DEPARTMENT MUST BE IN THE NAME AS SHOWN BELOW.

UNITED-BLYTHE JOINT VENTURE

Vendor ID: 1UN037

Issued : September 25, 2023

Expires: December 31, 2024

Approved By: *Maria A. Levito*
Prequalification Coordinator



Columbia, South Carolina

**SOUTH CAROLINA DEPARTMENT
OF
TRANSPORTATION**

PRIME CONTRACTOR

PREQUALIFICATION CERTIFICATE

This Certifies that your company has complied with the rules and regulations of the Department and the State of South Carolina, and subject to the rules and regulations for a prime contractor, is declared eligible to submit a bid and be awarded any construction contract issued by the Department, subject to obtaining proper bonds and insurance acceptable to the Department and complying with all other statutory and contract requirements.

ALL BIDS SUBMITTED TO THE DEPARTMENT MUST BE IN THE NAME AS SHOWN BELOW.

UNITED INFRASTRUCTURE GROUP, INC.

Vendor ID: 1UN002

Issued : December 4, 2023

Expires: December 31, 2024

Approved By: *Maria A. Demito*
Prequalification Coordinator



South Carolina Department of Transportation

Columbia, South Carolina

**South Carolina Department
Of
Transportation
Prime Contractor
Prequalification Certificate**

This Certifies that your company has complied with the rules and regulations of the Department and the State of South Carolina, and subject to the rules and regulations for a prime contractor, is declared eligible to submit a bid and be awarded any construction contract issued by the Department, subject to obtaining proper bonds and insurance acceptable to the Department and complying with all other statutory and contract requirements.

ALL BIDS SUBMITTED TO THE DEPARTMENT MUST BE IN THE NAME AS SHOWN BELOW.

VENDOR NAME

BLYTHE DEVELOPMENT CO.

Vendor ID:

1BL012

Date Issued:

2/7/2024

Expiration Date:

3/31/2025

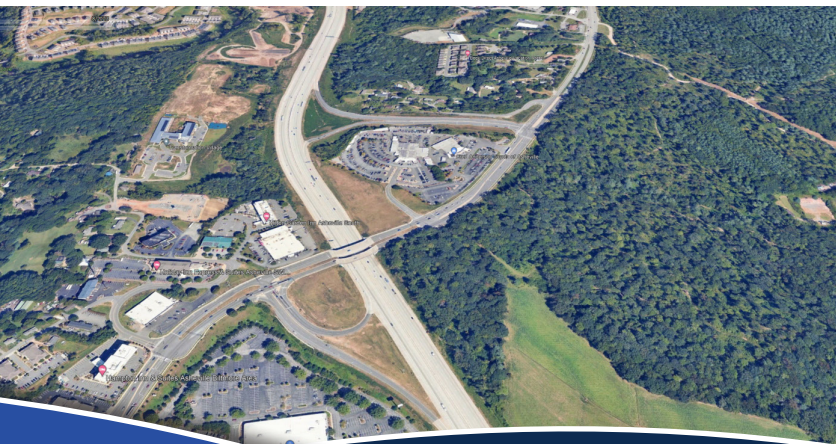
Approved By:

Matthew Gabrie

Appendix E

3.7 *Organizational Conflicts of Interest*

» 3.7.1 & 3.7.2 *Disclosure of Potential Conflict of Interest Certification*



DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

PROPOSER hereby indicates that it has, to the best of its knowledge and belief has:

 Determined that no potential organizational conflict of interest exists.

 X Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

1. Describe nature of the potential conflict(s):
Infrastructure Consulting & Engineering, PLLC (ICE) is participating as Lead Designer for another team and was also previously identified as the IQF for the UBJV team.

2. Describe measures proposed to mitigate the potential conflict(s):
ICE is no longer associated with the UBJV CCR 3C team. The information that was shared previously included, and was limited exclusively to, the IQM resume and IQF project history forms enclosed in the originally-submitted SOQ. None of the information is proprietary or confidential.


Signature

6/27/24
Date

D. Michael Grey, PE
Print Name

United-Blythe JV
Company

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure certification with Department of Transportation contract personnel.

D. Michael Grey, PE

704-201-8935

Name

Phone

United Infrastructure Group, Inc.

Company

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

PROPOSER hereby indicates that it has, to the best of its knowledge and belief has:

_____ Determined that no potential organizational conflict of interest exists.

_____ Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

1. Describe nature of the potential conflict(s):

2. Describe measures proposed to mitigate the potential conflict(s):



Signature

_____ Date

_____ Print Name

_____ Company

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure certification with Department of Transportation contract personnel.

_____ Name

_____ Phone

_____ Company

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION


PROPOSER hereby indicates that it has, to the best of its knowledge and belief has:

 Determined that no potential organizational conflict of interest exists.

 X Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

1. Describe nature of the potential conflict(s):
Raba Kistner, Inc. (RKI) is participating on the Archer-Western team in the role of IQF. RKI is also currently working with both Archer Western and United Infrastructure Group on the CCR 1 and 2 projects, as the IQF.
2. Describe measures proposed to mitigate the potential conflict(s):
The IQF has no involvement in the development of any confidential or proprietary concepts or information during the procurement process. No information will be shared or transmitted in any form that could result in impropriety, or result in any unfair advantage.



Signature

6/27/24

Date

Newel White, PE

Print Name

Raba Kistner, Inc.

Company

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure certification with Department of Transportation contract personnel.

Newel White, PE

Name

801-661-4833

Phone

Raba Kistner, Inc.

Company

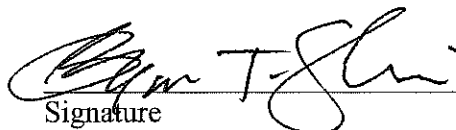
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

PROPOSER hereby indicates that it has, to the best of its knowledge and belief has:

- ☒ Determined that no potential organizational conflict of interest exists.
☐ Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

1. Describe nature of the potential conflict(s):
2. Describe measures proposed to mitigate the potential conflict(s):


Signature

6/7/24
Date

Bryan T. Shiver
Print Name

Insight Group
Company

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure certification with Department of Transportation contract personnel.

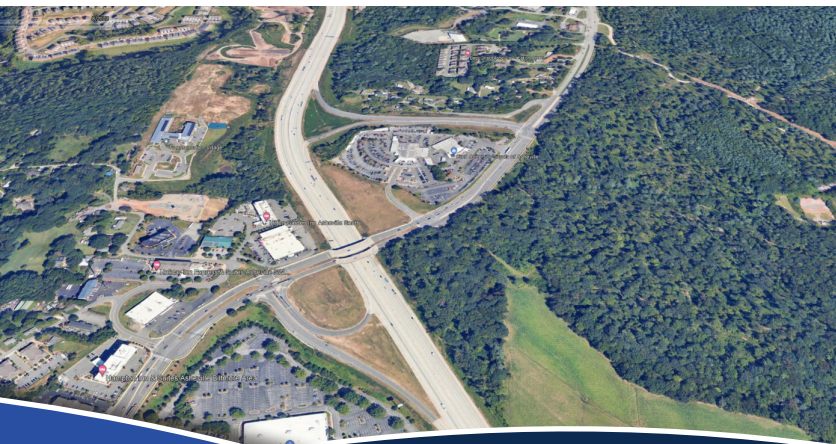
Name

Phone

Company

Appendix F

Confidential or Proprietary Information Summary List

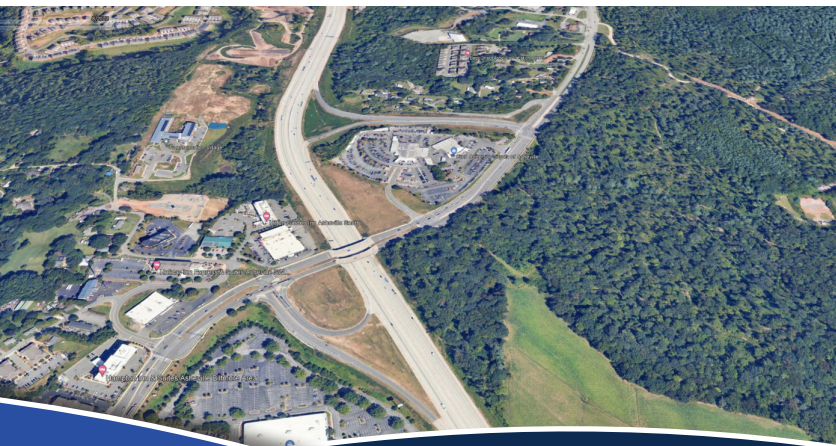


APPENDIX F – CONFIDENTIAL OR PROPRIETARY INFORMATION SUMMARY LIST

UIG, Blythe, Michael Baker, and RKI team's SOQ does not hold any confidential or proprietary information.

Appendix G

Addendum Receipt Form(s)



NOTICE OF RECEIPT

**Carolina Crossroads Phase 3C – I-20 Widening and Saluda River and CSX Bridge
Replacements
Design-Build – Project ID P043325
Lexington County**

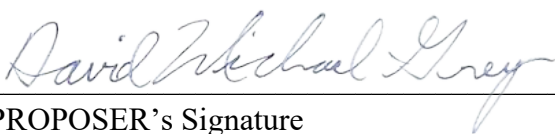
Addendum 1

The information in this addendum shall be made part of the contract documents. PROPOSERS are instructed to incorporate the information into the previously provided RFQ documents.

PROPOSERS are required to sign this document and enclose it with their Statement of Qualifications. Receipt of this signed document by The South Carolina Department of Transportation serves as confirmation that the PROPOSER has received and incorporated this Addendum into the contract documents.

Confirmation Statement:

I, the PROPOSER confirm that I have received this addendum package and have incorporated the information provided in the addendum into the contract documents.


PROPOSER's Signature

June 19, 2024

Date

D. Michael Grey, EVP & Chief Business Officer
United Infrastructure Group, Inc.

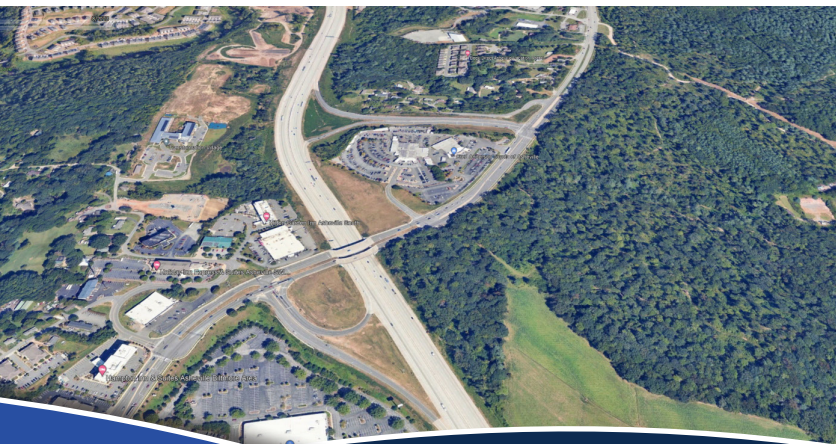
Printed Name

For: United/Blythe Joint Venture
Design-Build Team Name



Appendix H

Key Individual and Contractor/Designer Reference Form(s)



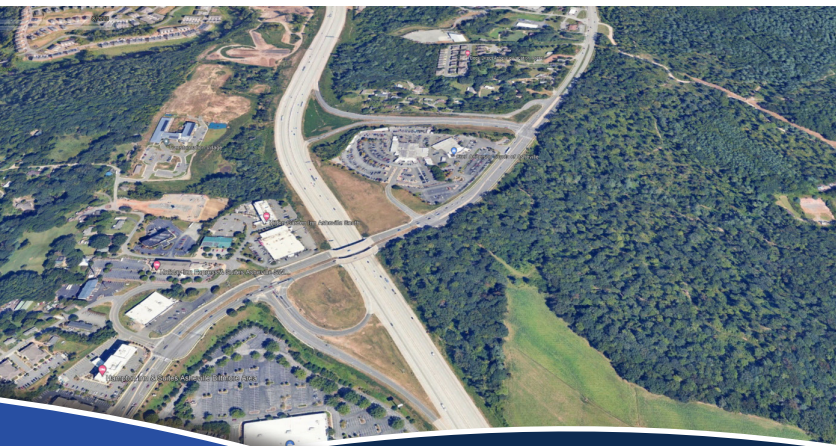
[illegible]

Exhibit 2 Reference #	Email	First Name	Last Name	Company Name	Project Name	Team
1	RogersDL@scdot.org	David	Rogers	United Infrastructure Group, Inc.	Carolina Crossroads Phase 1: Colonial Life Blvd	UIG
2	Braggjk@scdot.org	Jared	Bragg	United Infrastructure Group, Inc.	I-77 Interchange and Palmetto Parkway Design-Build, York County, SC	UBJV
3	BishopKA@scdot.org	Kimberly	Bishop	United Infrastructure Group, Inc.	I-85 over Rocky Creek Design-Build, Greenville, SC	UIG
4	jrlawrence@ncdot.gov	Jody	Lawrence	Blythe Development, LLC	I-5504 I-26 & Brevard Road Design-Build, Buncombe County, NC	Blythe
5	reynoldsbs@scdot.org	Brad	Reynolds, PE	Michael Baker International, Inc	I-85 Widening Design-Build, Cherokee County, SC	Michael Baker
6	reynoldsbs@scdot.org	Brad	Reynolds, PE	Michael Baker International, Inc	I-26 Widening MM 85 to MM 101 DB Preparation, Lexington, Richland, and Newberry Counties, SC	Michael Baker
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17	Braggjk@scdot.org	Jared	Bragg	United Infrastructure Group, Inc.	SC 160/I-77 Interchange Improvement	UBJV



Appendix I

Unique ID Documentation



UNIQUE ID DOCUMENTATION

Our team member's Unique Entity ID number is located in the Introduction page of the SOQ, documentation and application is non-applicable.



CAROLINA CROSSROADS

PHASE 3C



UNITED
BLYTHE
JOINT VENTURE

Michael Baker

INTERNATIONAL