



STATEMENT OF QUALIFICATIONS

I-77 NEW EXIT 26 INTERCHANGE AND CONNECTING ROADS DESIGN-BUILD PROJECT PROJECT ID P042443

RICHLAND COUNTY, SOUTH CAROLINA

JANUARY 3, 2024

UNITED-BLYTHE JOINT VENTURE

D. MICHAEL GREY, PE

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DETAILED QUALIFICATION

3.2 INTRODUCTION

3.2.1 Contracting Entity

United Infrastructure Group, Inc. (UIG) and Blythe Development Co. (BDC), aka United-Blythe Joint Venture (UBJV) consists of two highly experienced design-build (DB) contractors who previously joined forces for the I-77 Exit 81 New Interchange in Rock Hill and will exceed all of SCDOT's expectations including schedule, quality, partnering, and overall performance in the delivery of this high-profile I-77 Exit 26 New Interchange and Connecting Roads DB Project in Richland County (referred to as "Project" hereinafter). **D. Michael Grey** and **Luther J. Blythe, Jr.** are authorized to sign all contracts on behalf of the JV (see JV Agreement and Resolution 006 in [Appendix D](#)). KCI Technologies, Inc. (KCI), a trusted and innovative professional design services firm, will lead UBJV's design team. KCI will be supported by TranSystems and F&ME for additional depth of resources and geotechnical services, respectively. The UBJV will provide all services necessary to complete the Project. The UBJV was specifically assembled with **unmatched design and construction resources to self-perform all major Project elements with a highly-accelerated schedule**, all of which will be fully supported and bolstered with the personal and complete commitment of UBJV Project Executives, James Triplett and Luther Blythe, Jr. The contract will be administered from the UIG Great Falls Office, the address of the UBJV. The project will be managed from an office established on-site, with appropriate space for all project management staff and project meetings.

CONTRACTING ENTITY CONTACT INFO.

United-Blythe Joint Venture (UBJV)
D. Michael Grey, PE
 5562 Pendergrass Blvd., Great Falls, SC 29055
 704.201.8935 | mike.grey@uig.net

3.2.2 Proposer's Point of Contact for Procurement

D. Michael Grey, PE - Executive VP & CBO
 5562 Pendergrass Blvd., Great Falls, SC 29055
 704-201-8935 (m) | mike.grey@uig.net



A. Shawn Davis, PE - VP & Regional Practice Leader
 3014 Southcross Blvd., Rock Hill, SC 29730
 803-920-0761 (m) | shawn.davis@kci.com



3.2.3 Full Legal Name of Lead Contractor and Lead Designer

The full legal name of the Lead Contractor: **United-Blythe Joint Venture**

The full legal name of the Lead Designer: **KCI Technologies, Inc.**

3.2.4 Provide Unique Entity ID The Unique Entity ID Numbers are located in the key on the [Organization Chart](#) on page 2.

3.2.5 Commitment Statement of Key Individuals

The key personnel in the organizational chart are committed to meeting SCDOT's quality and schedule expectations and are available for the duration of the Project.

D. Michael Grey, PE (UIG)

Luther J. Blythe, Jr. (BDC)

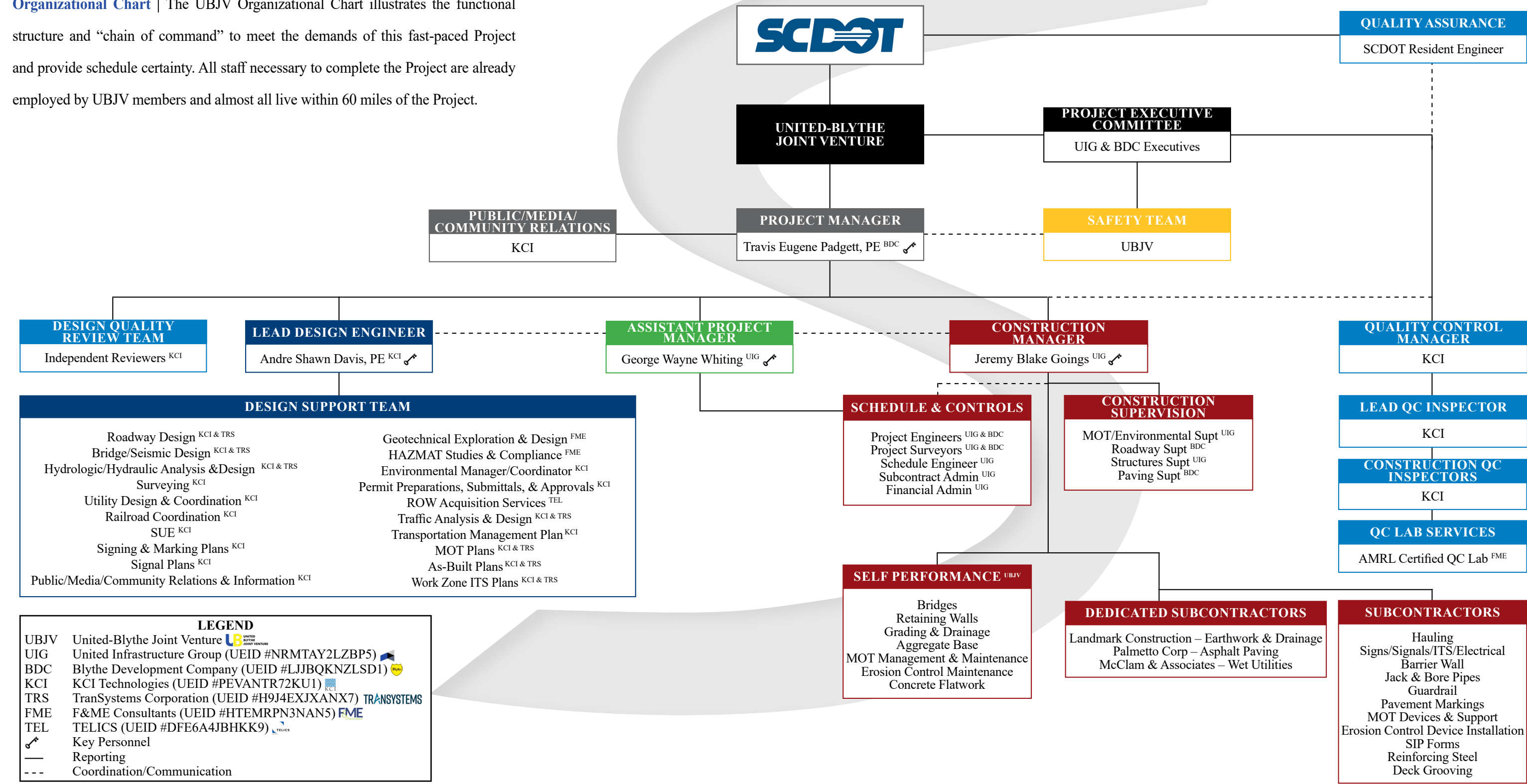
A. Shawn Davis, PE (KCI)

3.3 TEAM STRUCTURE AND PROJECT EXECUTION

Exhibit 1. UBJV Organizational Chart

3.3.1 Organizational Chart, Team Structure, and Team Integration

Organizational Chart | The UBJV Organizational Chart illustrates the functional structure and “chain of command” to meet the demands of this fast-paced Project and provide schedule certainty. All staff necessary to complete the Project are already employed by UBJV members and almost all live within 60 miles of the Project.



Significant Functional Relationships & Working as an Integrated Design-Build Team | Our organization is structured to place **the most qualified local people in key positions while fostering a partnering atmosphere** with SCDOT, FHWA, and the parties constructing the site and facilities. Clear and direct communication will permeate from the Project Manager (PM) Travis Padgett, PE, who has full authority to execute the Project in all regards and will work in unison with the Assistant Project Manager (APM) Wayne Whiting, who will manage daily coordination both during the design and construction phases. The PM and APM will work integrally with the Lead Design Engineer and Construction Manager, all of who have prior experience working together. The UBJV Executive Committee will hold the Project Team accountable every week to assure SCDOT all milestones are achieved while minimizing traffic disruptions and coordinating with third parties and stakeholders, and especially participate in the resolution of major critical issues.

Team Members’ Prior Working Relationship | UBJV members have 30-year-old plus established relationships, including the recent I-77 Exit 81 New Interchange in Rock Hill, ready to be leveraged with the aspiration of making this a highly successful DB Project for Scout, Town of Blythewood, Richland County, State of South Carolina, and SCDOT.

3.3.2 Project Resources, Strategies, and Execution




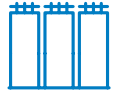



The following table demonstrates the UBJVs ability to ensure schedule certainty and coordinate and deliver all portions of the Project by November 30, 2026.

Exhibit 2. UBJV Project Experience Highlights DB/DBB Relevant Work History

Project Type (DB: Design-Build or DBB: Bid-Build) Project Owner* & Project Name Project Duration	Firms			Relevancy			
	UIG	BDC	KCI	Interstate/ Interchange	Accelerated Schedule	Complex MOT	Critical 3rd-Party Coord.
DB: SCDOT I-26 Reconstruction (MM 85-101) 2019-2023	✓ ¹		✓ ³	✓		✓	✓
DB: SCDOT I-77 Exit 81 New Interchange 2020-2024	✓ ¹	✓ ¹	✓ ¹	✓	✓		✓
DB: SCDOT I-85 over Rocky Creek 2019-2024	✓ ¹		✓ ¹	✓	✓	✓	✓
DB: SCDOT Volvo Interchange/I-26 Widening 2017-2019	✓ ²		✓ ³	✓	✓	✓	✓
DB: SCDOT I-77 Widening/Rehabilitation 2015-2018	✓ ²		✓ ²	✓	✓	✓	
DB: SCDOT Package E Bridge Replacements 2015-2018	✓ ¹	✓ ²	✓ ³	✓	✓		✓
DB: SCDOT SC 150 Emergency Bridge 2011	✓ ¹		✓ ¹	✓	✓		✓
DB: SCDOT I-520 Palmetto Parkway Phase II 2007-2009	✓ ¹		✓ ¹	✓	✓	✓	✓
DB: SCDOT I-85 GSP/BMW Interchange 2005-2006	✓ ¹		✓ ³	✓	✓	✓	✓
DB: SCDOT I-520 Palmetto Parkway Phase I 2002-2004	✓ ¹		✓ ¹	✓	✓	✓	✓
DBB: BERK CO Nexton Parkway/I-26 Widening 2015-2018	✓ ²		✓ ³	✓	✓		✓
DB: CHS CTY Johnnie Dodds Blvd. 2010-2013	✓ ¹		✓ ¹	✓	✓	✓	✓
DBB: NCDOT Concord Mills Flyover Entrance 2018-2020		✓ ¹	✓ ³		✓	✓	✓
DBB: NCDOT US 29 Speedway Bridges 2017-2020		✓ ¹	✓ ³				✓
DB: NCDOT I-77 HOT Lanes Project 2017-2019	✓ ²	✓ ²	✓ ³	✓	✓	✓	✓
DB: NCDOT I-26 & Brevard Road 2016-2020		✓ ¹	✓ ³	✓		✓	✓
DB: NCDOT Monroe Bypass 2014-2018	✓ ¹		✓ ²	✓	✓	✓	✓
DB: NCDOT Macy Grove Road 2012-2015		✓ ¹	✓ ³	✓	✓		
DB: MODOT Safe & Sound 554 Bridges 2008-2012	✓ ¹		✓ ²	✓	✓	✓	✓
* References for all above projects are provided in Appendix H ¹ Lead Contractor/Designer ² Subcontractor/Subconsultant ³ Quality Control/Construction Engineering							







Schedule Certainty

Schedule Challenges & Risks

Schedule Item/Challenge/Issue/Risk	Team Approach/Strength/Mitigation	SCDOT Role/Expectation
Utility Impacts & Relocation 	<ul style="list-style-type: none"> » Confirm and collect supplemental location data, perform robust conflict identification, design to miss/avoid impacts, and protect in place » Engage utility owners early and coordinate often » Early utility material procurement where possible 	<ul style="list-style-type: none"> » Help facilitate responsive communications/coordination with utility owners
Railroad Approval 	<ul style="list-style-type: none"> » Develop highly detailed submittals to achieve comprehensive and expedited NSR reviews » Offer in-person meetings to facilitate feedback/input 	<ul style="list-style-type: none"> » Help facilitate responsive communications/coordination with NSR
ROW Acquisition & Relocations 	<ul style="list-style-type: none"> » Rapidly progress a design on relocated US 21 and tie-ins. Design team has retained TranSystems to focus solely on this area in order to expedite design, leading to accelerated production schedule to get to R/W acquisition approval » Consider standalone roadway package for US 21 relocation and tie-ins. » Explore the possibility of advanced R/W acquisitions 	<ul style="list-style-type: none"> » Approve separate roadway package for US 21 and tie-ins » Approve advanced R/W acquisitions
Material Procurement 	<ul style="list-style-type: none"> » Lessons learned from overhead signage on I-77 Exit 81 New Interchange » UBJV procurement Department will prioritize Exit 26 and begin sourcing materials immediately upon solidifying conceptual plans 	<ul style="list-style-type: none"> » Participation in approval of RFC plans to begin shop drawings » Structuring early submittal packages to prioritize long lead items
Scout Coordination 	<ul style="list-style-type: none"> » Bi-weekly meetings » Early and often coordination meetings, particularly during design phase 	<ul style="list-style-type: none"> » Help facilitate meetings
Third-Party Coordination 	<ul style="list-style-type: none"> » For example, coordinating scopes of work during summer months or night work to reduce impacts to school traffic (especially around the US 21 tie-in) 	<ul style="list-style-type: none"> » Partner and support third-party meetings and communication
Bridge Rehab on I-77 Bridge over US 21 	<ul style="list-style-type: none"> » Develop and expedite separate structures rehabilitation package » Conduct work at onset rather than back end of schedule » UIG will employ existing dedicated bridge rehabilitation forces from our Special Operations group 	<ul style="list-style-type: none"> » Approve separate bridge rehabilitation package



Approach to Critical Scopes

Scope Item	DB Approach
Earthwork 	<p>UBJV can self perform earthwork on an accelerated schedule, as demonstrated on I-77 Exit 81 New Interchange, and has also added Landmark Construction as a dedicated subcontractor to provide additional resources and schedule certainty. Landmark is currently moving 25 million CY of material on the Scout site and will leverage their mobilized resources, and potentially borrow material, for the Exit 26 Interchange Project.</p>
Wet Utilities 	<p>UBJV is including McClam & Associates, Inc. as a dedicated subcontractor for wet utility work. McClam is one of the most highly experienced, capable, and well-known wet utility contractors in the Midlands of South Carolina, and has extensive work history with City of Columbia Water and Southwest Water. McClam has a 30-year history of quality work for City of Columbia Water and has performed the majority of their large-diameter water line work over the past 15 years, including multiple major time-critical live tie-ins. They have also recently installed nearly 200,00 LF of sewer line for Southwest Water.</p>
Concrete Paving 	<p>UIG JVs are successfully self-performing concrete pavement on other major interstate widening projects nearby and UBJV can self-perform the concrete pavement for Exit 26. Chris Ange, with UIG, has been responsible for multiple concrete plant set-ups and several million SY of concrete pavement placement, and will oversee concrete paving activities. Additionally, UBJV will also receive subcontract quotes from reputable concrete paving contractors currently operating in South Carolina.</p>
Asphalt Paving 	<p>UBJV has established a dedicated subcontractor agreement with Palmetto Corp for the extensive asphalt paving scope on the project. Palmetto Corp operates an existing plant less than 20 miles from the Exit 26 project site and is committed to our team. In addition, Blythe Brothers Asphalt Co., LLC, a sister company to Blythe Development Co., can provide asphalt paving crew resources as needed for schedule certainty.</p>
Structures 	<p>Separate steel girder design package to include load rating to lock in fabrication/delivery date. UIG has unmatched structure construction resources in South Carolina, with dozens of bridge crews currently working in the immediate vicinity of the Exit 26 project, and can mobilize immediately, as needed. Bridge construction on nearby CCR1, primarily being performed by UIG crews, will be winding down at the beginning of construction on Exit 26 and will be available for the Project.</p>
Traffic, Overhead Signs, ITS & Signals 	<p>Order materials at RFC plans issuance. Expedite preparation and approval of overhead sign structure shop drawings to facilitate fabrication and delivery.</p>

Partnering Plan and Escalation Process | The timeliness of the completion of all RFIs, determination and execution of potential change orders and timely resolution of all delays will be required for this project to be successful considering the schedule required. To ensure this success the UBJV will initiate a partnering and escalation plan to expedite all decisions and propose that a collaborative effort will be made to create an acceleration schedule for all issues that may arise. The basis of this will require that if an issue is not resolved in a determined time frame that the issue will be automatically bumped up to the next level of authority. During the collaboration a pairing of roles will be made so all parties understand the levels of authority and know the next level of escalation at all times. Upon award a work shop will be scheduled for the partnering plan to be established and a formal agreement made by all parties. This agreement will show that the process will be guaranteed to escalate issues quickly and have an atmosphere of non-negativity.

Project Resources | UBJV is an integrated joint venture functioning as a single entity without division of work between the members. **This partnership was formed specifically for accelerated interchange construction projects with a focus on building a team with the most knowledgeable, and available resources that can and will exceed the schedule and quality expectations of SCDOT and other project stakeholders.** Accordingly, UBJV has extensive local and regional resources, including 1,500 total employees with at least 750 located within 60 miles of the Project and over 250 available for this Project based on our current backlogs. In keeping with our commitment to excellence, UBJV partnered with KCI as the Lead Designer who has 155 experienced team

members ready to execute this fast-track project. **In addition, UBJV is including three key dedicated subcontractors to ensure ample resources for the highly accelerated schedule of this project.** Landmark Construction is one of the largest earthmoving and drainage contractors in the Carolinas and is currently performing the 25 million CY site grading package for the Scout Motors facility. Palmetto Corp provides quality asphalt paving services across the state of South Carolina and has a local asphalt paving capacity that well exceeds the large quantity of paving required for this project. As shown in the resource chart, the UBJV has analyzed the project requirements, determined

UBJV RESOURCES				
Design Resources			Construction Resources	
Name Project Role	No.		Name Project Role	
Shawn Davis, PE Lead Design Engineer			Travis Padgett, PE Project Manager	
Eric Dickey, PE Roadway Lead			Wayne Whiting Assist. Project Manager	
Avail Hwy / Road Engrs / Designers	40		Jeremy Goings Construction Manager	
Jared Medlin, PE Structural Lead			Project Role	Assigned/Committed
Avail Structural Engrs / Designers	50		Engrs	2
Leah Young, PE Hydro/Hydraulic Lead			Schedulers	1
Avail Hydro/Hydraulic Engrs / Designers	20		Admins	2
Kate Shearin, PE, PTOE Traffic Lead			Supts	4
Avail Traffic Engrs / Designers	30		Foreman	8
Kristin Knight-Meng, PE Environmental Lead			Craft	20
Avail Environmental Scientists	10			60
Carlos Gittens, PE UC & Railroad Lead				150
Avail Utility Engrs / Designers	5			
John Huskins QC Manager				
Avail QC Inspectors & Technicians 75				

the project resource needs, and has committed those resources to make sure this project is completed on schedule and meets the project stakeholders’ expectations.

Public and Media Relations | Our team’s approach to interaction with the public will be similar to past DB projects where the design builder supports SCDOT in messaging progress updates to the public through various media outlets. Primary public communication is related to design updates and during construction for lane closures, detours, and traffic pattern shifts. UBJV anticipates avoiding adverse community impacts through maintenance of traffic and timing of certain project elements during off peak traffic times. For example, we anticipate making the relocated US 21 tie-ins during summer months when school is out since there are more than five public schools within the general vicinity of the project. For the I-77 Exit 81 New Interchange, UBJV via SCDOT provided advanced notification to I-77 commuters during the girder erection process which was completed overnight utilizing traffic pacing operations to create time gaps in traffic to erect the beams over I-77. UBJV will use similar approach to girder erection for this I-77 Exit 26 New Interchange.

Strategy | UBJV’s strategy is hyper-focused on schedule and resources. UIG brings vast DB experience and accelerated bridge construction expertise, BDC adds extensive DB, roadway, and drainage capabilities, Landmark Construction provides additional grading and drainage resources, Palmetto Corp brings extensive asphalt paving resources including an asphalt plant just 20 miles from the project, and KCI provides tremendous DB experience, intimate knowledge of the project and stakeholders. UBJV is currently completing the additional work on the I-77 Exit 81 New Interchange Project in Rock Hill and Landmark Construction is performing the massive site work for the Scout Motors site development, which is scheduled to complete when construction begins on the new interchange project.

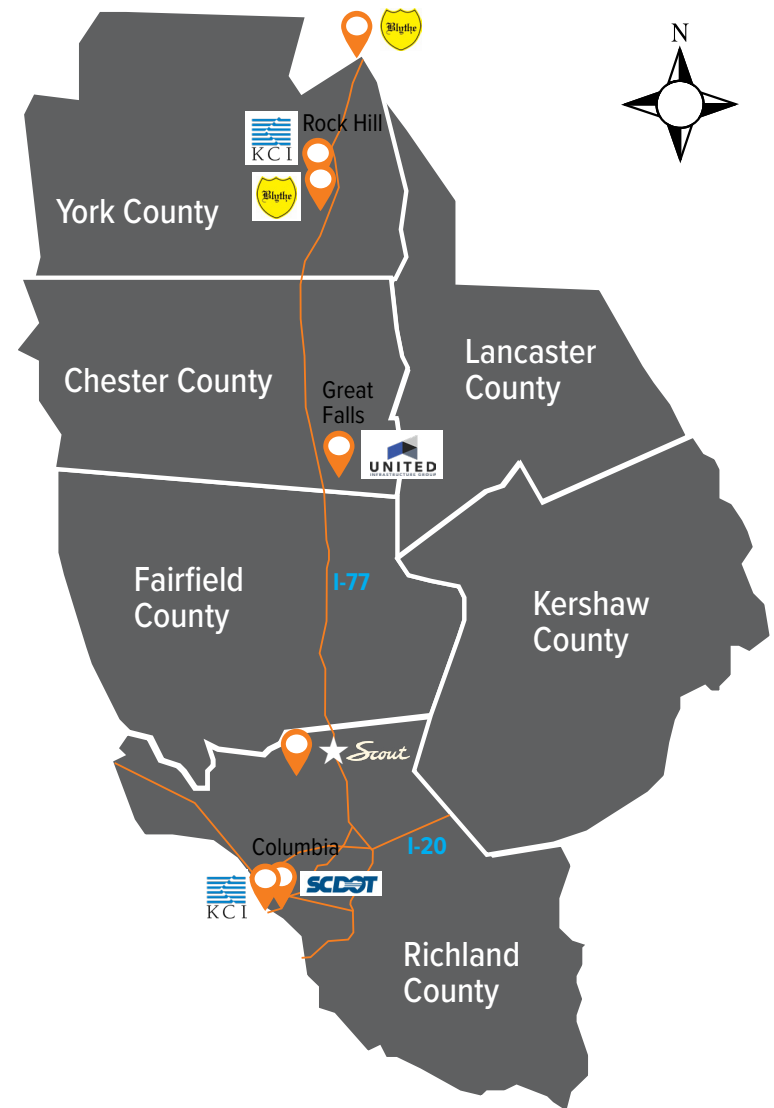
UBJV is **very knowledgeable of the facility’s sequence and schedule expectations**. With our knowledge and relationships, the UBJV will seamlessly coordinate and construct the new interchange to this state-of-the art manufacturing facility in accordance with the RFP schedule requirements. We will implement this plan by bringing the capability to self-perform all major construction tasks (see [Organization Chart](#) for details) and providing redundant resources for schedule acceleration, and recovery if necessary. All construction resources will be closely managed by highly-experienced project management staff and will be coordinated to function as a single delivery team without inter-disciplinary or scheduling issues. KCI will lead all major design tasks, including roadway, traffic, bridge/structural, hydraulic, MOT, permitting/compliance, surveys, SUE, and utility coordination and utility design (including wet utilities, telecom and electrical distribution), with support from TranSystems for roadway, structures, and traffic, as well as specialty subconsultant F&ME, who will provide geotechnical engineering and HAZMAT services. **The UBJV has no barriers to completely control and drive an accelerated delivery schedule**, and thus nothing can stop our team from completing the project on, or ahead of, schedule.

In addition to the importance of UBJV’s ability to self-perform nearly all of the work and provide highly capable dedicated subcontractors to supplement resources, our

team also has very strong relationships with many other local subcontractors. To further augment our team, we will engage these local subcontractors during the RFP phase for various specialty scopes of work as shown on the [Organization Chart](#). We will strive to use local and minority firms that can meet the very high demands of this accelerated project.

Execution | In order to execute our plan, the team will likely advance the design to 75% or more prior to submitting our proposal, and upon selection we will accelerate the design work prior to award and NTP. Also, we will develop a design that will facilitate accelerated construction, minimize utility conflicts, and minimize ROW impacts. Thereafter, we will double-shift certain operations, especially those involving significant MOT, use enhanced materials to allow quicker means and methods, and utilize other acceleration strategies such as adding more of our local resources anytime necessary. **With our vast local resources and knowledge, we will be able to deliver this project quickly and safely with no excuses.**

UBJV will use our lessons learned from prior DB projects, including the relevant projects provided in [Appendix B](#), as well as other very similar/relevant projects, such as I-77 Exit 81 New Interchange in Rock Hill which was the first SCDOT DB project to include an unsuccessful proposer's ATC in the final design; the I-40 Business Reconstruction DB through downtown Winston-Salem with **\$80M completed within 14 months** with seven overpasses and two interchanges completed by a BDC JV; UIG's highly successful DB US 1 over Wateree River Project **finished in just 462 days**, even though the contract allowed 1,207 days; the DB Emergency Replacement of SC 150 over I-85 **completed in just 150 days** by UIG and KCI; the \$35M DB GSP-BMW/I-85 Interchange Project **completed in just 18 months**, where UIG was the only team that provided a responsive proposal within BMW's budget; the highly successful Nexton Interchange and Volvo Interchange which involved several bridges over I-26 and similar MOT strategies; and the recently completed and extremely accelerated DB US 15 over Indian Field Swamp where design and construction was **finished in just 131 days** after NTP



versus the allowed 147 days, the road was closed for only 59 days versus the allowed 75 days, and the **project received the highest SCDOT performance score ever.**

UIG’s Operations Headquarters in Great Falls, SC is located only 30 minutes from the project and the CCR1/CCR2 projects, which will be substantially complete shortly after construction begins on Exit 26, are only 15 miles away. **Assistant Project Manager, Wayne Whiting lives only five miles from the Project, and Construction Manager Jeremy Goings lives within 15 miles.** Lead Design Engineer, Shawn Davis works 60 miles away and can be at the job site within an hour’s drive. Our geographical location enhancements will **facilitate further integration of our team, and integration of our team with the other stakeholders.**

Nearly all project team members have established relationships with local stakeholders and third parties, both personally and professionally, will facilitate **improved communication and issue resolution** with prompt meetings, diligent attention, and fast decisions to critical material and project challenges in a partnering environment.

We will hold weekly meetings throughout the design and construction phases that will include our co-workers, SCDOT, Richland County and members of the Scout Motors site construction team to ensure everyone has all the latest information concerning the construction sequence and project schedule.

The geographical location enhancements of the UBJV provides tremendous advantages to the SCDOT and the Project, and those enhancements coupled with our collective knowledge, experience, and expertise will make this a successful project for SCDOT.

3.4 EXPERIENCE OF KEY INDIVIDUALS

Resumes demonstrating relevant experience of our key individuals are included in [Appendix A](#).

Key Individual	Featured Project Experience
<p><u>Travis Padgett, PE (BDC) – Project Manager</u> Travis has over 34 years of experience in the heavy highway industry. During this time, Travis has worked in multiple capacities in the operations side of the industry. These include Project Manager, Area Operations Manager, Deputy DB Manager, and currently DB Project Manager. He has worked closely with the assigned Project Schedulers to successfully establish comprehensive CPM schedules for all projects, and then closely coordinated the CPM scheduling effort to very effectively implement it as an primary integral project management measure. Has led the pursuit for Blythe Development on over \$2 Billion in DB pursuits as Prime Contractor and Joint Venture Partner. Travis is currently serving as Project Manager on the SCDOT I-77 Exit 81 New Interchange DB Project. Travis will be fully available for commitment to the I-77 Exit 26 New Interchange Project as required by the RFQ.</p>	<p> ✓ SCDOT I-77 Exit 81 New Interchange DB ✓ NCDOT U-2579 DEF Winston Salem Outer Loop DB ✓ NCDOT U-2827B US 421 / I-40 BUS DB ✓ NCDOT I-0911A I-40 Yadkin River DB ✓ NCDOT I-73 / PTI Greensboro DB ✓ NCDOT I-40 Rehab Durham County DB ✓ GDOT I-75 / I-85 HOV Lane Creation DB </p>
<p><u>Wayne Whiting (UIG) – Assistant Project Manager</u> Wayne has more than 25 years of experience constructing major infrastructure projects in the Carolinas. His 10 years of experience as Project Manager includes extensive work on projects totaling \$500 million that include major DB projects, multiple interchanges, and numerous bridges. Wayne served on the SCDOT I-26 Widening MM85-101 DB project as the Structural Project Manager, and is currently serving as the Project Manager on the SCDOT US 301 over North Edisto project. Wayne will be fully available for commitment to the I-77 Exit 26 New Interchange Project as required by the RFQ once US 301 is complete. He has worked closely with the assigned Project Schedulers to successfully establish comprehensive CPM schedules for all projects, and then closely coordinated the CPM scheduling effort to very effectively implement it as an primary integral project management measure.</p>	<p> ✓ SCDOT US 301 over North Edisto ✓ SCDOT I-26 Widening MM 85-101 DB ✓ SCDOT Emergency Bridge Package 2018-2B DB ✓ SCDOT US 401 over Jefferies Creek ✓ SCDOT US 378 Section 3&4 Widening </p>

Key Individual	Featured Project Experience
<p><u>Shawn Davis, PE (KCI) – Lead Design Engineer</u> Shawn has over 32 years of experience in transportation planning, design, and project management. He is currently wrapping up engineering support during construction for I-77 Exit 81 New Interchange and I-85 over Rocky Creek. He has served as project manager, lead design engineer, and EOR for DB contracts totaling more than \$600 million and has also been the engineer or record for more than 35 traditional highway projects. His freeway/interstate design experience includes Veterans Expwy SR 589 (1 interchange), I-4 (3 interchanges), Polk County Pkwy CR 570 (2 interchanges), NC 16 (3 interchanges), SC 22 (6 interchanges), US 17 ACE Basin Pkwy (1 interchange), Al-Nuzhah Expwy 320 (1 interchange), Berlin Myers Parkway (1 interchange), and I-69 (1 interchange). His specific interchange form design experience includes various PARCLOs, diamonds, and SPUIs. Shawn will be fully available for commitment to the I-77 Exit 26 New Interchange Project as required by the RFQ.</p>	<ul style="list-style-type: none"> ✓ SCDOT I-77 Exit 81 New Interchange DB ✓ SCDOT I-85 over Rocky Creek Bridge DB ✓ SCDOT US 17 Ace Basin Parkway DB ✓ SCDOT Conway Bypass (SC-22) DB ✓ SCDOT US 76/378 Bridge Replacement over Mill Creek
<p><u>Jeremy Goings (UIG) – Construction Manager</u> Jeremy has nearly 20 years of progressive construction management experience including multiple major DB projects totaling nearly \$2 billion. He has most recently managed structure construction on the SCDOT I-26 MM 85-101 DB project and has also served as Manager on the NCDOT Monroe Bypass DB project and the Bobby Jones Expressway DB project in Georgia. Jeremy will complete his current assignment and will be fully available for commitment to the I-77 Exit 26 New Interchange Project as required by the RFQ.</p>	<ul style="list-style-type: none"> ✓ SCDOT I-26 Widening MM 85-101 DB ✓ NCDOT Monroe Bypass DB ✓ MODOT Safe & Sound Bridge Replacements DB ✓ GDOT Bobby Jones Expressway DB ✓ SCDOT I-520 Palmetto Parkway Phase II DB

3.5 PAST PERFORMANCE OF THE TEAM

3.5.1 Experience of the Proposer’s Team

Completed Work History and Quality Forms are included in [Appendix B](#).

3.5.2 Quality of Past Performance

UBJV have no Work History and Quality Forms included in [Appendix C](#) because neither UIG nor BDC have been suspended, debarred, disqualified from bidding, or declared ineligible for work by any entity within the last five years, nor are any such actions pending against them.

QUALITY QUESTION	UIG	BDC	KCI
Delinquent/Default?	No	No	No
Litigated Claims?	No	No	No
Liquidated Damages?	Yes	No	No
OSHA Violations?	No	No	No
Permit Remediation Actions, Stop Orders, or Delays?	No	No	No
Claims Against Lead Designer?	No	No	No
Legal Proceedings Between Lead Designer & Contractor?	No	No	No

3.6 LEGAL AND FINANCIAL

3.6.1/3.6.2/3.6.3 Financial Capacity, Bonding Capacity, Organizational Agreements

A notarized financial capacity/resources statement, a surety letter confirming capacity, and the JV Teaming Agreement evidencing full liability for performance and signature authorities are in [Appendix D](#).

3.7 ORGANIZATIONAL CONFLICTS OF INTEREST & 3.8 PREQUALIFICATION REQUIREMENTS

UBJV has no organizational conflicts of interest as noted in [Appendix E](#). All pre-qualification documentation is included in [Appendix D](#).

APPENDIX A: KEY INDIVIDUAL RESUME FORMS

KEY INDIVIDUAL RESUME FORM

Brief Resume of Key Individual anticipated for the Project.

a. Name & Title:

Travis Eugene Padgett, PE, Design-Build Manager

b. Role of Key Individual for this Project:

Project Manager

c. Name of Firm with which you are now associated:

Blythe Development Co.



d. Years of Experience: With this Firm 7 Years With Other Firms 34 Years

Blythe Development Company: Design-Build (DB) / Joint-Venture (JV) Projects Manager – Management of Blythe Development Co's DB pursuits and JV Projects. **For the past two years, Mr. Padgett has performed as the Project Manager for the United Blythe Development Joint Venture SCDOT DB I-77 Exit 81 New Interchange project in York County, South Carolina.** Prior to this role, he was the Assistant DB Manager and BDC's representative at the DB manager level to ensure that the design phase was executed according to the RFP, and on a schedule allowing construction to begin on time. He ensured the construction project managers had all the resources required to execute their projects within budget and on time. **Mr. Padgett's tenure at Blythe Development included responsibility for nine projects (five DB) with a combined contract value of nearly \$860M.** Eight of these projects are complete, and the ninth will be completed by June 30, 2024. Mr. Padgett represented BDC in all DB pursuits. 2016-Present.

Rogers Group: Construction & Plants Manager – Responsible for the Rogers Group Western North Carolina Construction and Asphalt Plants operations. He managed all work and asphalt production for the area, which included bidding work and collaborating with owners, designers, third-party stakeholders, utilities, and subcontractors. He also managed safety, schedule, Rogers Group resources and subcontractors to ensure that all projects were safely built with a high level of quality and under budget. The Rogers Group's resources included the management of three asphalt plants, five paving crews, and two grading crews of approximately 100 employees. 2009-2016.

Rea Contracting: Public Contracts and Asphalt Plants Manager - Managed multiple projects, including a DB pursuit and construction for the Raleigh, NC division. His responsibilities included working with owners, designers, utilities, prime contractors, and subcontractors. Mr. Padgett was also responsible for estimate review, safety, scheduling, and resource management to ensure the safe execution of a quality project within budget and time constraints. 2004-2008.

C.W Matthews Contracting Co: Vice President - Responsible for asphalt operations, which included 13 asphalt plants, six paving crews, four milling crews, and quality control services. Mr. Padgett's responsibilities also included safety, quality, resource management, capital planning, scheduling, and meeting with owners and subcontractors. He was directly responsible for the Profit & Loss for the division, which included over 150 employees and the production of more than 2M tons of asphalt per year. 2001-2004.

General Superintendent - Responsible for the safety, quality performance, schedule, and meeting of budget for six paving crews and four milling crews. During this time, he was also the project manager for the CW Matthews / APAC Joint Venture Project to create the HOV Lanes on I-75 / I-85 through downtown Atlanta in preparation for the 1996 Olympic games. 1993-2001.

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

Georgia Institute of Technology / Atlanta, Georgia / Bachelor of Civil Engineering / 1987 / Civil Engineering

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

1992/PE/Georgia/PE 020042

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

SCDOT I-77 Exit 81 New Interchange DB, York County, SC

Key Personnel Role:

Project Manager

Experience with Current Firm:

Blythe Development Co.

Project/Assignment Duration:

Project 2020-2024 / Assigned 2020-2024

Owner Contact Information:

SCDOT, Jared Bragg, braggjk@scdot.org, (803)-448-5876

Design/Construction Value:

\$60 Million

Project Description: This project is for the construction of a new interchange on I-77 near mile marker 81 and associated roadway for access to future development supported by the South Carolina Department of Commerce. This project consists of design, utility coordination, grading, drainage, sound walls, structures, interchange construction, erosion control, soil stabilization, retaining walls, paving, and ITS. One of the structures included was a 214 single-span steel girder over I-77 and associated ramps.

Relevant Accomplishments:

- Accelerated design schedule
- Accelerated construction schedule
- Third-party coordination
- New interchange
- DB

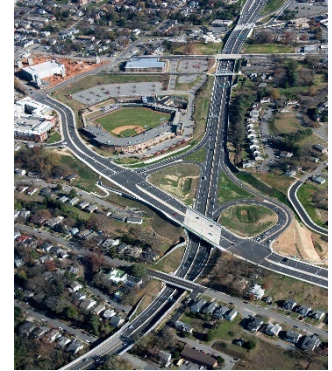


NCDOT U-2827B US 421 / I-40 Business DB, Forsyth County, NC

Key Personnel Role: Assistant Design Build Manager
Experience with Current Firm: Blythe Development Co.
Project/Assignment Duration: Project 2017-2021 / Assigned 2017-2021
Owner Contact Information: NCDOT, Mezak Tucker, mtucker@ncdot.gov, (704) 223-2766
Design/Construction Value: \$120.5 Million



Project Description: Complex phased construction of 1.2 miles of interstate reconstruction. Scope included removal of concrete pavement, a new median barrier wall, nine vehicular bridges, two pedestrian bridges (one 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. The project was located in the middle of downtown Winston-Salem, NC, and required a 24-month shutdown of the roadway for construction. **The project submitted for an acceleration package, and the facility was opened to traffic in 14 months.**



Relevant Accomplishments:

- **Complex MOT plan (detour routes during shutdown)**
- **Accelerated schedule**
- Multiple structures
- Third-party coordination
- DB

NCDOT Winston-Salem Northern Beltway DB, Forsyth County, NC

Key Personnel Role: Assistant DB Manager
Experience with Current Firm: Blythe Development Co.
Project/Assignment Duration: Project 2018-2021 / Assigned 2018-2021
Owner Contact Information: NCDOT, Marcus Kizer, mkkizer@ncdot.gov, (336) 972-3412
Design/Construction Value: \$169 Million



Project Description: DB project consisting of the design and construction of six miles of new location for the Winston Salem Northern Beltway. Project scopes required design, ROW acquisition (>300 parcels), utility coordination, grading, structures (11 bridges), sound walls, construction of two interchanges, drainage, soil stabilization, paving, erosion control, signing and ITS. **A project requiring approximately five million CY of excavation with a schedule of 30 months to perform this scope of work.**



Relevant Accomplishments:

- DB
- **New interchange**
- **Accelerated schedule**
- Multiple structures

NCDOT I-40 over Yadkin River DB, Davie & Forsyth Counties, NC

Key Personnel Role: Assistant DB Manager
Experience with Current Firm: Blythe Development Co.
Project/Assignment Duration: Project 2017-2021 / Assigned 2017-2021
Owner Contact Information: NCDOT, Jordan Scott, jescott@ncdot.gov, (336) 293-9610
Design/Construction Value: \$76 Million



Project Description: DB project consisting of phased construction of 3.5 miles of interstate widening and bridge demolition, and replacement of a 1,100 LF structure over the Yadkin River. This project included design, ROW acquisition, utility coordination, bridge demolition, bridge construction, phased construction, sound walls, drainage, erosion control, paving, and traffic control.

Relevant Accomplishments:

- **Complex MOT plan (existing traffic lanes open during peak hours)**
- Traffic shifts for bridge construction phasing
- DB



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. Padgett is currently assigned to the United Blythe Joint Venture Project on I-77 at Exit 81 New Interchange in York County, SC. This project will be complete by June 30, 2024. Mr. Padgett to be available exclusively for the I-77 Exit 26 New Interchange Project and shall be dedicated solely to managing this Project, shall have no other assigned Project responsibilities, and shall not be utilized on any other projects.

KEY INDIVIDUAL RESUME FORM

Brief Resume of Key Individual anticipated for the Project.

a. Name & Title:

George Wayne Whiting, Project Manager

b. Role of Key Individual for this Project:

Assistant Project Manager

c. Name of Firm with which you are now associated:

United Infrastructure Group, Inc.



d. Years of Experience: With this Firm **26** Years With Other Firms **0** Years

United Infrastructure Group, Inc. Project Manager - Mr. Whiting has 26 years of hands-on experience constructing bridge replacements over creeks, rivers, roads, and interstates, as well as major highway, interchange, and emergency projects. He has been serving as a project manager on major bridge replacement projects for SCDOT for 10 years. Mr. Whiting has had no lost time incidents, no significant quality issues, and no claims in the past five years and has very successfully managed up to six sites simultaneously. He has worked closely with the assigned Project Schedulers to successfully establish comprehensive CPM schedules for all projects, and then closely coordinated the CPM scheduling effort to very effectively implement it as a primary integral project management measure. His experience includes managing contract deliverables, safety, scheduling, MOT, BMPs, suppliers/subcontractors, client correspondence, and DB coordination to ensure successful project completion without any disputes or claims. 1997-Present.

e. Education:

York Technical College / Rock Hill, South Carolina / Associates in Applied Science / 1989 / Civil Engineering

University of North Carolina at Charlotte / Charlotte, North Carolina / Bachelor of Science / 1996 / Civil Engineering

f. Active Registrations and Certifications: N/A

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

US 301 over North Edisto, Orangeburg County, SC

Key Personnel Role: Project Manager

Experience with Current Firm: United Infrastructure Group, Inc.

Project/Assignment Duration: Project 2022-2025 / Assigned 2022-2024

Owner Contact Information: SCDOT, Brian Heape, heapebw@scdot.org, (803) 274-8403

Design/Construction Value: \$30.3 Million

Project Description: This project improves US 301 in Orangeburg and includes the replacement of the existing load-restricted bridges over the Edisto River, the replacement of bridges over a tributary creek, and associated roadway widening and reconstruction from MM 27.8 to MP 29.2. The bridges are all staged construction, with the project constructed partially offline. The new roadway includes embankment, asphalt paving, drainage, curb and gutter, and wet utility relocation. Mr. Whiting manages all aspects of the project and construction, and all work to date has been completed **with no quality issues, within budget, on time**, and with no disputes or claims.



Relevant Accomplishments:

- **Complex MOT plan (existing traffic lanes open during peak hours)**
- Multiple bridges
- Extensive roadway construction
- Constrained R/W

I-26 Widening MM 85-101 DB, Newberry, Richland, Lexington Counties, SC

Key Personnel Role: Structural Project Manager

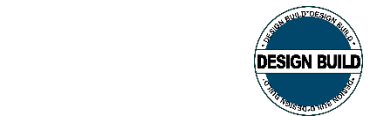
Experience with Current Firm: United Infrastructure Group, Inc. (Archer United, JV)

Project/Assignment Duration: Project 2019-2024 / Assigned 2019-2022

Owner Contact Information: SCDOT, Jason Fulmer, fulmerjs@scdot.org, (803) 315-4771

Design/Construction Value: \$421 Million

Project Description: This major interstate improvement (a fixed-price DB project) includes **16 miles of I-26 reconstruction and widening, three interchanges, 10 bridges, 74,000 SF of MSE walls, 152,000 SF of noise walls, 1,300,000 CY of unclassified excavation, 475,000 CY of borrow excavation, 349,000 tons of asphalt, and 1,291,000 SY of concrete paving.** The project is currently on schedule and on budget without any major issues or disputes/claims. Mr. Whiting managed the construction of all structures on the project and oversaw a staff of three superintendents, six structures foreman, and MSE wall crews. He was fully responsible for managing all aspects of construction, including subcontractors, materials, the schedule, and successful coordination with all other aspects.



Relevant Accomplishments:

- **Major DB project with complex MOT on a major interstate**
- **Bridges over interstate and concrete paving**
- **Critical utility coordination**
- Constrained R/W

Emergency Bridge Package 2018-2B DB, Chesterfield, SC

Key Personnel Role: Project Manager
Experience with Current Firm: United Infrastructure Group, Inc.
Project/Assignment Duration: Project 2019-2019 / Assigned 2019-2019
Owner Contact Information: SCDOT, Brad Reynolds, PE, reynoldsbs@scdot.org, (803) 737-1440
Design/Construction Value: \$6.7 Million



Project Description: This project included the accelerated removal and replacement of four bridges and approach roadways on secondary roads over waterways. The scope included demolition of the existing bridges and construction of new bridges totaling 14,706 SF (436 LF) and consisting of reinforced concrete end bents on steel piles and interior bents on drilled shafts, and cored slab span arrangements of 25'-70'-25', 20'-60'-20', 20'-70'-20', 45'-61', along with 0.5 miles of roadway. Mr. Whiting managed all aspects of the construction, and all work was completed safely and without quality, budget, schedule, or claims issues.



Relevant Accomplishments:

- DB
- Multiple bridges
- Accelerated design
- Accelerated construction

US 401 over Jefferies Creek, Lake Swamp, High Hill Creek, Darlington County, SC

Key Personnel Role: Project Manager
Experience with Current Firm: United Infrastructure Group, Inc.
Project/Assignment Duration: Project 2018-2020 / Assigned 2018-2020
Owner Contact Information: SCDOT, Kenneth Hayes, hayeskl@scdot.org, (843) 661-4710
Design/Construction Value: \$5.8 Million



Project Description: This project included the replacement of three existing flat slab bridges (two 120', and one 150') and the corresponding approach roadway construction. Mr. Whiting managed all aspects of these bridge replacement sites, which consisted of steel piles, concrete piles, reinforced concrete substructures, and cored slab and concrete beam superstructures. All work was completed safely, on time, within budget, and without quality issues or claims.

Relevant Accomplishments:

- Multiple bridges
- Accelerated construction
- Extensive roadway construction



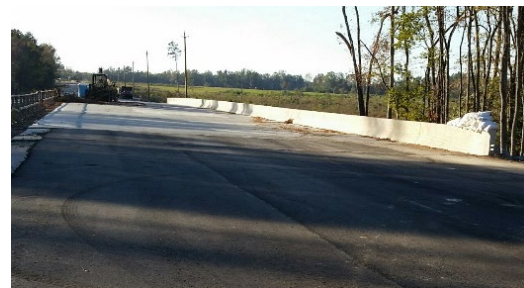
US 378 Section 3 & 4 Widening & Bridge Replacement, Florence, SC

Key Personnel Role: Project Manager
Experience with Current Firm: United Infrastructure Group, Inc.
Project/Assignment Duration: Project 2014-2017 / Assigned 2014-2017
Owner Contact Information: SCDOT, Kyle Berry, berrywk@scdot.org, (843) 661-4710
Design/Construction Value: \$4 Million

Project Description: This project involved the replacement of the 360' Big Swamp Bridge and the demolition of the existing bridge, along with the construction of 6.2 miles of roadway. This was a traditional bid-build project, but UIG value engineered (VE) the project, which changed the originally-planned pile foundations to drilled shafts. This change realized substantial savings for SCDOT. Mr. Whiting was responsible for managing the grading, drainage, utility coordination, erosion and sediment control, and maintenance of traffic, as well as oversight of all aspects of bridge construction. All work was completed safely with no significant quality issues, under budget, on time, and without disputes or claims.

Relevant Accomplishments:

- Major bridge construction
- Extensive roadway construction
- Accelerated VE design



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. Whiting is currently the Project Manager on the US 301 over North Edisto project. Mr. Whiting can be replaced by Robbie Foxworth at the start of the procurement period for the I-77 Exit 26 New Interchange Project and will be on site to during all construction activities.

KEY INDIVIDUAL RESUME FORM

Brief Resume of Key Individual anticipated for the Project.

a. Name & Title:

Andre Shawn Davis, PE, Regional Practice Leader - Design-Build

b. Role of Key Individual for this Project:

Lead Design Engineer

c. Name of Firm with which you are now associated:

KCI Technologies, Inc.



d. Years of Experience: With this Firm 5 Years With Other Firms 27 Years

KCI Technologies: VP & Regional Practice Leader - Design-Build - Mr. Davis brings more than 32 years of experience in transportation planning, design, and management of complex highway projects to this team. He has served as lead design engineer and engineer of record (EOR) for DB contracts in excess of \$600M. **Two recent and similar projects to the Exit 26 DB include the SCDOT I-77 Exit 81 New Interchange DB, and the SCDOT I-85 Bridge over Rocky Creek DB. Both projects' conditions and challenges are relevant to the I-77 Exit 26 New Interchange Project.** He has served as EOR on more than 40 traditional highway infrastructure projects. Project design history includes 22 interchanges in FL, NC, TN, and SC. Specific interchange design experience includes various PARCLOs, Diamonds (with signalized terminals and roundabout terminals), and SPUIs. **Mr. Davis has the required experience to successfully lead the design team and navigate project challenges while achieving SCDOT's goals defined in the RFQ.** 2018-Present.

Atkins: Senior Project Director - Responsible for delivering DB transportation projects across the US. 2010-2018.

Davis & Floyd: VP & Senior Engineering Manager - Responsible for SCDOT highway design projects. 1998-2010.

Atkins: Staff Engineer - Responsible for roadway design duties for FDOT, NCDOT, and SCDOT projects. 1991-1998.

e. Education: The Citadel / Charleston, South Carolina / Bachelor of Science / 1991 / Civil Engineering

f. Active Registrations:

1996/SC/Engineering/17506; 1996/NC/22315; 1996/FL/49927; 2019/GA/44339; 2015/MD/48704; 2013/TX/115311

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

SCDOT I-77 Exit 81 New Interchange DB, York County, SC

Key Personnel Role: Lead Design Engineer/EOR

Experience with Current Firm: KCI Technologies

Project Assignment/Duration: Project 2020-2024, Assigned 2020-2024

Owner Contact Information: SCDOT, Jae Mattox, mattoxjh@scdot.org, (803) 737-1805

Design/Construction Value: \$60.8 Million

Project Description: Design/construction of a new partial cloverleaf interchange near MM 81 on I-77. The project, **delivered on a very aggressive schedule**, included providing access to the former Carolina Panthers headquarters and training facility. The unique interchange design is a first in SC, and utilized dual-lane loop entrance ramps. The project included a 214'-long by 127'-wide single-span steel girder bridge, the longest single-span steel girder bridge in SC. In addition, our team prepared a USACOE Individual Permit Modification and SCDHEC NOI/SWPPP land disturbance permit. The project was SCDOT's first to include an approval Alternative Technical Concept from an unsuccessful proposer.



Relevant Accomplishments:

- **Delivered an Early Work Package of civil works, enabling UIG to start work six months after contract NTP**
- **Navigated third-party coordination with the Carolina Panthers Organization**
- **Obtained SCDHEC NOI/SWPPP land disturbance permit within two months**
- **Very accelerated design schedule – KCI delivered RFC plans 10 months after contract NTP**

SCDOT I-85 over Rocky Creek DB, Greenville County, SC

Key Personnel Role: Lead Design Engineer/EOR

Experience with Current Firm: KCI Technologies

Project Assignment/Duration: Project 2020-2024, Assigned 2020-2023

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

Design/Construction Value: \$29 Million

Project Description: Replacement of an undersized, four-barrel, 10' x 8' bridge box culvert with a new 110' x 170' single-span bridge designed to carry a future 10-lane section on I-85. **Complicated traffic control design included three major phases, required maintaining seven lanes of traffic, and included raising the sag point by five feet.** The project included preparation of a FEMA CLOMR, USACOE Individual Permit Modification, and a SCDHEC NOI/SWPPP land disturbance permit, as well as coordination with adjacent landowners.



Relevant Accomplishments:

- **Obtained a FEMA CLOMR within nine months**
- **Complex MOT plan (existing lanes open during peak hours); I-85 grade raised 5' at sag point near Pelham Rd.**
- **Accelerated design schedule**

SCDOT US-17 Ace Basin Parkway DB, Beaufort County, SC

Key Personnel Role: Lead Design Engineer/EOR
Experience with Current Firm: Davis & Floyd
Project Assignment/Duration: Project 2006-2010, Assigned 2006-2010
Owner Contact Information: SCDOT, Jae Mattox, mattoxjh@scdot.org, (803) 737-1805
Design/Construction Value: \$125 Million



Project Description: Multi-lane widening for nine miles of highway through the environmentally sensitive Ashepoo-Combahee-Edisto River (ACE) Basin. Scope focused on an innovative "teardrop" interchange design at US-17 and US-21. The design team coordinated with the prime contractor and SCDOT for scopes including road, bridge, drainage, lighting, signage, pavement markings, signals, traffic control, geotechnical, environmental permits, landscaping, ROW, public involvement, utility coordination, and scheduling. The team **developed all geometric design for permanent in-place facility and MOT design, including the interchange at US-17 and US-21 in Gardens Corner.**



Reverse flow was designed for coastal evacuation of Beaufort and surrounding areas. SCDOT expedited the project to DB due to a high number of fatalities along the corridor. The design team led a transparent permitting process, through which the contractor committed to exceeding typical requirements for wetlands protection during construction through extensive use of sediment and erosion control countermeasures, resulting in expedited permit approvals. The project overcame difficult in-situ deep soil conditions, which required the installation of over 14,000 wick drains to accelerate roadway embankment settlement for widening the US-17 Combahee River causeway. The project was designed to avoid impacts to over 100-year-old grand oak trees at Gardens Corner, minimize wetland impacts during widening across Whale Branch Marsh, maintain full access to businesses and residences, and incorporate hurricane evacuation/lane reversal. SCDOT and FHWA approved interchange configuration modifications to reduce the design interchange from three levels to two without significant reduction in service. SCDOT approved alternative designs, addressing project-specific conditions and providing traffic control phasing plan to safeguard motorists and construction workers. Changes were within the original design footprint and significantly reduced construction costs.

Relevant Accomplishments:

- Interchange design with saltwater marsh impacts
- Construction adjacent to historical rice dikes and earthworks
- **TCP focused on commuter and worker safety and maintained commercial access at Gardens Corner**
- ROW acquisition for 90 plus tracts, including several residential and commercial relocations
- USACOE Individual Permit Modification, SCDHEC CZC Review
- Multi-agency coordination (USFWS, USACOE, SCDHEC/OCRM, SCDOT, FHWA, Beaufort County)
- **Utility relocations for electric transmission and distribution, communications, and cable TV**
- Challenging geotechnical conditions for US-17 widening across the Combahee River and marsh
- Public community outreach and awareness

SCDOT Conway Bypass (SC-22) DB, Horry County, SC

Key Personnel Role: Roadway & MOT Design Lead/EOR
Experience with Current Firm: Davis & Floyd
Project Assignment/Duration: Project 1998-2002, Assigned 1998-2002
Owner Contact Information: SCDOT, Jae Mattox, mattoxjh@scdot.org, (803) 737-1805
Design/Construction Value: \$386 Million



Project Description: Extensive roadway design, six interchanges, and 17 AASHTO-girder grade-separation bridges. Design was completed within 18 months of NTP, and construction was completed seven months ahead of schedule. This high-speed, rural freeway project included 57 miles of road and bridge designs for the mainline, side roads, frontage roads, and ramps. Located in an environmentally sensitive area (coastal South Carolina), the project required coordination with resource agencies to minimize construction impacts. Davis managed close coordination with the prime contractor and SCDOT for design services, including road, bridge, drainage, signage, pavement markings, traffic control, ROW acquisition, utility coordination, permitting, and scheduling.



Relevant Accomplishments:

- **Design of six interchanges, including the complex interchange at US-17/SC-22**
- **TCP focused on commuter and worker safety while maintaining commercial access at US-17/SC-22**
- **Major electric transmission line relocation on US-17 (Santee Cooper)**
- ROW acquisition for over 100 tracts, including several residential and commercial relocations
- **New bridge overpass over Carolina Railroad, Causeway, and bridge crossing of the Waccamaw River Basin**

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. Davis will be responsible for all aspects of the project design and team, attend routine project meetings in person, and will be available as needed by the SCDOT. His post-design construction support is winding down for I-77 Exit 81 New Interchange DB and I-85 Rocky Creek Bridge DB. Mr. Davis is project advisor for the I-95 Widening project, and spends 2-4 hours per month in this role.

KEY INDIVIDUAL RESUME FORM

Brief Resume of Key Individual Anticipated for the Project.

a. Name & Title:

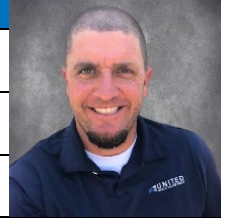
Jeremy Blake Goings, Construction Manager

b. Role of Key Individual for this Project:

Construction Manager

c. Name of Firm with which you are now associated:

United Infrastructure Group, Inc.



d. Years of Experience: With this Firm **18** Years With Other Firms **1** Year

United Infrastructure Group: Construction Manager - With nearly 20 years of experience as a Foreman, Project Engineer, Assistant Project Manager, Environmental Manager, and Construction Manager, Mr. Goings is responsible for coordinating all construction activities, supervising field personnel, and maintaining the construction schedule and budget while implementing best safety practices. Mr. Goings' experience includes managing safety, scheduling, construction engineering/surveying, MOT, equipment and critical lift plans, suppliers and subcontractors, client correspondence, and design-build (DB) coordination to ensure successful project completions on time and within budget, and without any disputes or claims. 2005-2014; 2015-Present.

The Sharon Company: Assistant Project Manager - Responsible for multiple project sites throughout South Carolina and Georgia overseeing traffic control, clearing, grading, installation of BMP's, ordering materials, excavation and culvert construction planning, scheduling, and full installation to completion of projects. 2014-2015.

e. Education:

Clemson University / Clemson, South Carolina / Bachelor of Science / 2003 / Wildlife Biology w/ minor in Environmental Science

f. Active Registrations: N/A

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

I-26 Widening MM 85-101 DB, Newberry, Richland, Lexington Counties, SC

Key Personnel Role:

Structural Construction Manager

Experience with Current Firm:

United Infrastructure Group, Inc. (Archer United, JV)

Project/Assignment Duration:

Project 2019-2024 / Assigned 2019-2024

Owner Contact Information:

SCDOT, Jason Fulmer, fulmerjs@scdot.org, (803) 315-4771

Design/Construction Value:

\$421 Million

Project Description: This major interstate improvement (fixed price DB) includes 16 miles of I-26 reconstruction and widening, three interchanges, 10 bridges, 74,000 SF of MSE walls, 152,000 SF of noise walls, 1,300,000 CY of unclassified excavation, 475,000 CY of borrow excavation, 349,000 tons of asphalt, and 1,291,000 SY of concrete paving. The project is currently on schedule and on budget, without any major issues or disputes/claims. Mr. Goings is serving as the Structures Construction Manager and is responsible for all structure construction management activities, including safety, construction surveying, scheduling subcontractors, materials and equipment, and coordinating with project management staff.

Relevant Accomplishments:

Relevant Accomplishments:

- Major DB project
- Complex MOT on major interstate
- Critical utility coordination
- Constrained ROW
- Bridges over interstate
- Concrete paving



Monroe Bypass DB, Union County, NC

Key Personnel Role:

Segment 1 Project Manager

Experience with Current Firm:

United Infrastructure Group, Inc.

Project/Assignment Duration:

Project 2015-2019 / Assigned 2015-2019

Owner Contact Information:

NCDOT, Richard Baucom, rwbaucom@ncdot.gov, (704) 983-4400

Design/Construction Value:

\$475 Million

Project Description: The Monroe Bypass project consisted of the construction of a relocation of US 74 along a bypass route, from I-485 in Mecklenburg County to US 74 near the town of Marshville in Union County. Mr. Goings was responsible for Segment 1, a two-mile section on the western side of the project. This \$120M segment was the most complex and heavily traveled urban portion of the project. It required extensive MOT to construct the multiple major structures, staged fills, MSE walls, and elevated roadways. As the Segment 1 Project Manager, he was responsible for safety, schedule, budget, and all activities, including leading a team of construction staff, subcontractor coordination, right-of-way coordination, utility coordination, traffic management, construction of detours, environmental compliance, grading, construction of three bridges, MSE walls for an elevated section of highway, four culverts, and a tolling facility, all in a very limited workspace.

Relevant Accomplishments:

- Major DB Project
- Complex MOT on major highway
- Critical utility coordination
- Constrained ROW
- Bridges over heavy traffic
- Extensive roadway construction



MODOT Safe & Sound Bridge Replacements DB, Statewide, MO

Key Personnel Role: Environmental Manager
Experience with Current Firm: United Infrastructure Group, Inc.
Project/Assignment Duration: Project 2009-20012 / Assigned 2009-2012
Owner Contact Information: MoDOT, Stacey McMillan, PE, stacy.mcmillan@modot.mo.gov, (573) 291-4082
Design/Construction Value: \$502M



Project Description: This project was a large-scale system improvement to design and reconstruct 554 bridges on major and minor highways throughout Missouri. Mr. Goings was part of the initial job setup and served as the environmental manager responsible for tracking and obtaining permits, environmental reporting, site inspections/audits, compliance in contractual items, meetings, receiving and administering training, reviewing and amending erosion control plans, creating and updating a project-specific environmental policy, tracking/delineating, and communication of sensitive areas in the field. He successfully managed these responsibilities across all 554 sites.



Relevant Accomplishments:

- **Complex MOT**
- **Accelerated design schedule**
- Critical utility coordination and constrained R/W
- Major DB project

Bobby Jones Expressway DB, Richmond County, GA

Key Personnel Role: Assistant Project Manager
Experience with Current Firm: United Infrastructure Group, Inc.
Project/Assignment Duration: Project 2007-2009 / Assigned 2007-2009
Owner Contact Information: GDOT, Lynn Bean, lbean@dot.ga.gov, (478) 522-4303
Design/Construction Value: \$195 Million



Project Description: Jeremy was the Assistant Project Manager for this complex urban interchange improvement and interstate widening project, which included five major bridges, seven miles of roadway widening/construction, and reconstruction of the I-20/I-520 interchange. Construction included 234,000 SF of bridge, 200,000 SF of retaining/sound walls at 21 locations, 300,000 SY of concrete pavement, and 300,000 tons of asphalt pavement. **The project was completed nine months ahead of schedule and under budget with no claims, disputes, or violations despite a very limited workspace and being located near several environmentally sensitive wetlands and streams.** Mr. Goings was responsible for supporting all aspects of project management, including safety, scheduling, coordinating materials and equipment, and overall project delivery.



Relevant Accomplishments:

- Major DB with complex MOT plan (existing traffic lanes open during peak hours) on major interstate
- **Accelerated design schedule**
- Critical utility coordination and constrained R/W
- Bridges over interstate
- Concrete paving

I-520 Palmetto Parkway, Phase II DB, Aiken County, SC

Key Personnel Role: Senior Project Engineer
Experience with Current Firm: United Infrastructure Group, Inc.
Project/Assignment Duration: Project 2007-2009 / Assigned 2007-2009
Owner Contact Information: SCDOT, Robert Dickinson, dickinsorc@scdot.org, (803) 737-6660
Design/Construction Value: \$154 Million



Project Description: This project consisted of a 10-mile extension of I-520 and included 19 bridges, grading, drainage, concrete paving, and asphalt paving. **Phase I was delivered ahead of schedule and under budget in just 22 months. Phase II was also delivered ahead of schedule (in 36 months) and on budget.** This project won the ACEC-SC Engineering Excellence Award for innovative solutions and partnering approach. Mr. Goings was responsible for traffic control, clearing, grading, installation of BMPs, ordering materials, excavation, and culvert construction. He was also the project engineer responsible for overall coordination of engineering duties and management of many aspects of the project delivery, including scheduling, submittals, coordination with subcontractors, material delivery scheduling, and correspondence with SCDOT.



Relevant Accomplishments:


- Major DB with complex MOT plan (existing traffic lanes open during peak hours) on major interstate
- **Accelerated design schedule and construction**
- Critical utility coordination and constrained R/W
- Bridges over interstate
- Concrete paving

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. Goings is completing work for the I-26 Widening MM 85-101 in Chapin, SC with a substantial completion in December 2024 and will complete his responsibilities before substantial completion, and will be 100% available to begin construction of I-77 Exit 26 Interchange Project in late 2024. He will be dedicated solely to managing the construction of the Project, shall have no other assigned Project responsibilities, and shall not be utilized on any other projects. Mr. Goings will be on-site during all construction activities for the Project, attend weekly status meetings during the construction phase, and be available at the request of the SCDOT.*

APPENDIX B: WORK HISTORY AND QUALITY FORM


WORK HISTORY AND QUALITY FORM – CONTRACTOR



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)
Name: I-77 Exit 81 New Interchange DB Location: York County, SC	Name: KCI Technologies, Inc.	Name of Owner: SCDOT Project Manager: Jared Bragg Phone: (803) 448-5876 Email: braggjk@scdot.org	Construction: 5/2024	\$60,800	\$60,800
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 DB project consists of the construction of a new interchange at I-77 MM 81 and a new-location roadway (Palmetto Parkway) to connect the new interchange to Mt. Gallant Road and Paragon Way. The project includes widening of I-77 to accommodate the new ramps and loops, a 214’ long by 127’ wide bridge over I-77, a 132’ long by 58’ wide bridge over the I-77 NB on-loop, nearly 50,000 SF of MSE walls, 17 overhead sign structures and four signalized intersections. Palmetto Parkway also includes approximately one 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 less than six months after the contract award, while the remaining design was being finalized. Additionally, UBJV designed and constructed a single-span bridge over I-77 rather than a two-span bridge with a center pier, which greatly accelerated construction significantly minimized MOT on I-77, and impacted the traveling public. The 214’ long steel girders were spliced and paired on the ground at the west embankment, then launched over I-77 in pairs with three crawler cranes to be set in place. The girder launches were performed during brief late-night road closure intervals that resulted in almost no traffic delays. The project team worked closely with SCDOT to successfully mitigate extensive complications caused by a high-profile 3rd party. UBJV worked in good faith with SCDOT, York County, and the City of Rock Hill in an iterative process to negotiate and implement an extensive change order that resulted in a successful project for SCDOT, the municipalities, and UBJV.</p>			 <div><div>Similarities</div><ul style="list-style-type: none">✓ Aggressive DB schedule to complete the project✓ Controlled access facility✓ Roadway & traffic improvements✓ Full-depth paving✓ Traffic control devices immediately adjacent to traffic✓ Night-time work✓ Transportation management plan✓ Public involvement/communications✓ Girder erection over I-77✓ Third-party coordination (The Carolina Panthers Organization, York County, and The City of Rock Hill)<div>Personnel</div><ul style="list-style-type: none">✓ Travis Padgett, PE, Project Manager (2020-2024)✓ Shawn Davis, PE, Lead Design Engineer (2020-2024)</div>		
h. Self-Assessment. The information provided in this section should be a self-assessment of UBJV’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>The most critical activities in the project were highly successful due to the amount of planning that happened before completing them, and everyone involved was well-focused and aware of the task at hand. The instances where issues were encountered happened in smaller day-to-day tasks when UBJV and its subcontractors did not take the time to prepare for the task and effectively communicate within the team. Nonetheless, UBJV and its subcontractors were quick to fix the mistakes, and despite the shortcomings and lessons learned on this project and several other adversities, the project is progressing in a quality manner with no claims, dispute proceedings, litigation, or arbitration to date.</p>					
i. Quality Initiatives. Discuss UBJV’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 set up clear lines of communication between us. Open and frequent communication between UBJV and its subcontractors and suppliers was essential to keep the project on track.</p> <p>Coordination meetings were held routinely to minimize quality issues and delays. UBJV worked closely with SCDOT during construction to adapt and make multiple necessary changes to the project as a result of the site developer putting their project on hold and then later abandoning the development altogether.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, UBJV shall provide a detailed explanation below.					
All answers to the questions in Section 3.5.2 are “No” for this project.					


WORK HISTORY AND QUALITY FORM – CONTRACTOR



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)
Name: I-26 Widening MM 85-101 DB Location: Newberry, Richland & Lexington County, SC	Name: Infrastructure Consulting Engineers, PLLC	Name of Owner: SCDOT Project Manager: Jason Fulmur Phone: (803) 315-4771 Email: fulmerjs@scdot.org	Construction: 12/2024	\$421,000	\$421,000
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.					
<p>This major interstate improvement fixed price DB project includes 16 miles of I-26 reconstruction and widening including three sections of interstate widening. The first two sections, approximately 12 miles, include the area from west of Exit 85 (Little Mountain/Pomaria) to west of Exit 97 (Ballentine/White Rock) which is being widened from four lanes to six lanes. The third, four-mile-long, section of this project from Exit 97 (Ballentine/White Rock) to Exit 101(Irmo) is being widened from four lanes to eight lanes. This project also replaces seven overpass bridges along the I-26 corridor and reconstructs the three interchanges at Exit 85 (Little Mountain/Pomaria), Exit 91 (Chapin), and Exit 97 (Ballentine/White Rock). The truck weigh station located near mile marker 94 was also improved. It is now a weigh-in-motion station that will be able to more efficiently measure a vehicle’s weight as it drives over a measuring site. Two noise barriers were constructed near the Westcott Ridge neighborhood and the Arbor Springs neighborhood to help reduce highway traffic noise. Drainage enhancements occurred throughout the corridor utilizing up-to-date drainage areas/calculations and those enhancements included updating pipe with lining, installing correct pipe sizes, and adding box culverts in drainage areas that required the extra flow. The Archer United Joint Venture (AUJV) team was awarded this Fixed-Price DB project based upon earning the highest score, as defined in the RFP.</p>					<div>Similarities<ul style="list-style-type: none">✓ Aggressive DB schedule to complete the project✓ Controlled Access Facility✓ Roadway & traffic improvements✓ Full-depth paving✓ Traffic control devices immediately adjacent to traffic✓ Night-time work✓ Transportation management plan✓ Public involvement/communications</div> <div>Personnel<ul style="list-style-type: none">✓ Jeremy Goings, Structural Construction Manager (2019-2024)✓ Wayne Whiting, Structural Project Manager (2019-2022)</div>
h. Self-Assessment. The information provided in this section should be a self-assessment of AUJV’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>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, and early identification and abatement of issues. When these measures were not implemented, project delivery was adversely impacted.</p>					
i. Quality Initiatives. Discuss AUJV’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 HDR/SCDOT and set up clear lines of communication between all parties. Open communication proved extremely valuable. Schedules were routinely disseminated and tracked to ensure the work was completed and done right the first time. Archer/UIG worked closely with HDR/SCDOT during construction to identify any items of concern and address them accordingly. Any quality issues that were discovered during construction were documented/vetted and rectified to HDR/SCDOT’s approval.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, AUJV shall provide a detailed explanation below.					
<p>All answers to the questions in Section 3.5.2 are “No” for this project.</p>					




WORK HISTORY AND QUALITY FORM – CONTRACTOR

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)
Name: U-2827B US 421 / I-40 Business DB Location: Forsyth County, NC	Name: HDR, Inc.	Name of Owner: NCDOT Project Manager: Mezak Tucker Phone: (704) 223-2766 Email: mtucker@ncdot.gov	Construction: 5/2021	\$120,500	\$120,500
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 project was an extremely fast-paced DB project consisting of the construction of 1.3 miles of US 421 / I-40 BUS and 11 bridges. This project had been in the planning stages for over 10 years and through planning and cooperation between the NCDOT and all stakeholders an agreement was reached that this very busy stretch of highway with approximately 70,000 VPD would be shut down for 20 months to allow for the reconstruction. This work was planned to completely realign the mainline, reconstruct three interchanges, and construction of 11 bridges.</p> <p>The Flatiron Blythe Joint Venture (FBJV) committed to the shutdown time frame of 18 months in the technical proposal. After successfully being awarded the contract and completing the preliminary work required for the shutdown, a change order was agreed upon to reduce the shutdown period to fourteen months. The joint venture was able to successfully meet this new schedule. This work required the construction of 10 of the 11 bridges, both vertical and horizontal alignment changes, interchange reconstruction, drainage reconfiguration, over 65,000 SF of soil nail and MSE walls along with asphalt paving and pavement markings. The completion of this work required considerable coordination of resources, subcontractors, and vendors. This coordination was solidified by the very close relationship between the joint venture, the joint venture project staff, and the NCDOT. During the shutdown, the joint venture allocated the required resources to maintain the accelerated schedule of the change order. This project was not only a local success for the NCDOT and all stakeholders but also had the attention of many transportation organizations in the industry. The project was awarded the AGC Pinnacle Award, a DBIA national award along with accolades from the ARTBA and multiple construction industry groups.</p>			 <div><div>Similarities</div><ul style="list-style-type: none">✓ Aggressive DB schedule to complete the project✓ Controlled access facility✓ Roadway & traffic improvements✓ Full-depth paving✓ Traffic control devices immediately adjacent to traffic✓ Night-time work✓ Transportation management plan✓ Public involvement/communications✓ Third-party coordination (City of Winston Salem, Baptist Hospital)<div>Personnel</div><ul style="list-style-type: none">✓ Travis Padgett, PE, Assistant DB Manager (2017-2021)</div>		
h. Self-Assessment. The information provided in this section should be a self-assessment of FBJV’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>The most critical activities in the project were highly successful due to the amount of planning that happened before beginning the major activities of the shutdown. The project staff, construction staff, Executive Team, NCDOT everyone involved was well focused and aware of the task at hand. Coordination and cooperation of all issues that might affect the schedule were top priorities for the FBJV and the NCDOT. The primary issues that occurred were the result of the speed at which tasks were being completed and the next task started. Subcontractors and vendors both had very fast learning curves understanding their need to meet the schedules provided to them by the project team. The instances where issues were encountered happened in smaller day-to-day tasks when FBJV and its subcontractors did not take the time to prepare for the task and effectively communicate within the team. Nonetheless, FBJV and its subcontractors were quick to fix the mistakes, and despite the shortcomings and lessons learned on this project and several other adversities, the project was completed within the requirements of the shutdown in a quality manner with no claims, dispute proceedings, litigation, or arbitration to date.</p>					
i. Quality Initiatives. Discuss FBJV’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 NCDOT and set up clear lines of communication between us. Open and frequent communication between FBJV and its subcontractors and suppliers was essential to keep the project on track.</p> <p>Coordination meetings were held weekly to minimize quality issues and delays. FBJV worked closely with NCDOT during construction to adapt and make necessary changes expeditiously.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, KCI shall provide a detailed explanation below.					
All answers to the questions in Section 3.5.2 are “No” for this project.					


WORK HISTORY AND QUALITY FORM – DESIGNER



a. Project Name & Location (City, State)	b. Name of lead responsible for the overall project construction	c. Contact information of the Client & their Project Manager who can verify KCI’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 KCI (in thousands)
Name: I-85 over Rocky Creek DB Location: Greenville County, SC	Name: United Infrastructure Group, Inc.	Name of Owner: SCDOT Project Manager: Brad Reynolds, PE Phone: (803) 737-1440 Email: reynoldsbs@scdot.org	Professional Services: 2/2021 Construction: 5/2024	\$29,970	\$3,032
g. Narrative describing the work performed by KCI. Include the office location(s) where the design work was performed and whether KCI was the lead designer or a sub-consultant.					
<p>This SCDOT Design-Build project primarily includes the replacement of the existing I-85 quad barrel box bridge culvert passing Rocky Creek under Interstate 85 with a new 110’ single span length bridge and raising the vertical profile sag point approximately five feet, all while maintaining seven lanes of traffic on the interstate. The new bridge is 170’ wide to accommodate a future ten-lane section on I-85 which greatly helps with maintaining seven lanes of traffic during construction. The project has a very tight Traffic Control Phasing plan that involves three major phases of construction for removal of the existing box culvert and the construction of the new bridge. The project included the preparation of a FEMA CLOMR for Rocky Creek which was complicated by recent flooding events and downstream development. KCI performed project management, hydraulics, roadway, and structural design services, as well as permitting, survey, and utility coordination. Environmental services involved working with SCDOT to develop a modification to the previous I-85/I-385 Individual Permit for the Army Corps of Engineers and SCDHEC, updating the NEPA Environmental Assessment (EA) for FHWA, and submitting a new Notice of Intent for NPDES compliance. The design team was also responsible for Right of Way Acquisition services involving five parcels. The project was designed in Rock Hill, with support from Cayce.</p>			 <div><div>Similarities</div><ul style="list-style-type: none">✓ Aggressive DB schedule to complete the project✓ Controlled Access Facility✓ Roadway & traffic improvements✓ Full-depth paving on I-85 mainline✓ Ramp improvements at Pelham Road (Ramp 2)✓ Traffic control devices immediately adjacent to traffic✓ Night-time work✓ Transportation management plan✓ Public involvement/communications✓ Complicated Traffic Control with raising I-85 5’ while maintaining 7 lanes of existing traffic<div>Personnel</div><ul style="list-style-type: none">✓ Shawn Davis, PE: Lead Design Engineer (2020-2023)✓ Jared Medlin, PE: Structures Design Engineer (2020-2023)✓ Leah Young, PE: H&H Design Engineer (2020-2023)✓ Carlos Gittens, PE: Utility Design and Coordination Engineer (2020-2023)✓ Kristin Knight-Meng, PE: Environmental Engineer (2020-2023)</div>		
h. Self-Assessment. The information provided in this section should be a self-assessment of KCI’s performance on the project to identify teams with firms or personnel that have successfully completed projects on time and on or under budget, and to identify firms that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
<p>The greatest challenge during the design was obtaining all permits needed for construction. The FEMA CLOMR approval was delayed due to ongoing downstream development in which KCI had to get involved at the request of the local floodplain administrator to correct No Rise modeling issues with the developers EOR. KCI maintained constant contact with SCDOT, Greenville County Floodplain Administrator, the developer and permitting agencies by being highly responsive to questions and requests for information. Even though delays were encountered, the KCI team did everything with its purview to keep outstanding challenges progressing.</p>					
i. Quality Initiatives. Discuss KCI’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>KCI’s design team was instrumental in developing efficient and cost-saving ideas (Alternative Technical Concepts or ATCs) during the pursuit phase that directly helped UIG team be aggressive with pricing the work. Our ATC to retain the existing Rocky Creek Stream alignment minimized the stream and wetland impacts to within the limits identified in the RFP and allowed our team to minimize the length of the new bridge.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, KCI shall provide a detailed explanation below.					
<p>All answers to the questions in Section 3.5.2 are “No” for this project.</p>					


WORK HISTORY AND QUALITY FORM – DESIGNER



a. Project Name & Location (City, State)	b. Name of lead responsible for the overall project construction	c. Contact information of the Client & their Project Manager who can verify KCI’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 KCI (in thousands)
Name: I-26 Port Access Road Improvements DB Location: Charleston County, SC	Name: Fluor-Lane Joint Venture	Name of Owner: SCDOT Project Manager: Jae Mattox Phone: (803) 737-1805 Email: mattoxjh@scdot.org	Professional Services: 8/2018 Construction: 2/2022	\$221,000	\$3,623
g. Narrative describing the work performed by KCI. Include the office location(s) where the design work was performed and whether KCI was the lead designer or a sub-consultant.					
<p>The Port Access Road is a new roadway, interchange, and structure project that provides direct access between the Hugh Leatherman Container Terminal, currently under construction, located on the former Navy Base, and Interstate 26 (I-26) while maintaining adequate service for local, commuter, and commercial traffic. The project consists of the construction of a new fully-directional interchange on I-26, a Bainbridge Connector Road, the extension of Stromboli Avenue, and associated roadway improvements to surface streets to serve the proposed Naval Base Terminal (NBT) in Charleston County, South Carolina. The project’s scope includes local roadway enhancements to safely integrate container terminal traffic with existing traffic; support local and regional planning policies and strategies; and minimize adverse impacts on nearby communities, the traveling public, and the environment. KCI was a major sub-consultant and provided structure design for the mainline bridges and ramps A through D, which tie into one structure and ramps E and F that feed to and from the Bainbridge Connector. All design work provided by KCI was performed in their Rock Hill, SC office. The two main bridges are each over 4,000 feet long. At the former Macalloy site, which was an old chromium plant, KCI’s engineers took the hazardous materials into consideration by using pile footings instead of drilled shafts, in order to avoid removal and disposal of any hazardous materials. KCI performed seismic design oversight for the entire project and seismic design for the mainline structures. The project was exposed to a high seismic hazard, and it constructed eight miles of large bridge structures and associated roadway embankments through highly variable subsurface conditions that include significant uncontrolled fill deposits, liquefying sand strata, and highly compressible clay strata through the historic industrial “neck” area of the Charleston peninsula. The project construction is near live I-26 traffic, overactive CSX and Norfolk Southern Rail lines, and involves work in environmental cleanup areas of former industrial sites. Modular construction will be used for precast components of the project, such as bridge beams, retaining walls, sound walls, and draining structures. These items will be fabricated offsite to maintain quality and safety. KCI was also responsible for the development of demolition plans for two bridges (Exit 217 Line B and C and Exit 218 Line F and G) over I-26 and local roads and Norfolk Southern and CSX railroads and performing a load rate of the existing structures for the overweight construction vehicles. The Port Access Road project will provide new interchanges with improved mobility serving the fastest-growing container port in the US, enhance economic development, and improve local roadway network access to I-26. Construction is now complete.</p>				<div>Similarities</div> <ul style="list-style-type: none">✓ Aggressive DB schedule to complete the project✓ Controlled Access Facility✓ No impacts to facilities under interstate✓ Major route & traffic congestion✓ Roadway & traffic improvements✓ Traffic control devices✓ Transportation management plan✓ Public involvement/communications <div>Personnel</div> <ul style="list-style-type: none">✓ Jared Medlin, PE, Structures Engineer (2020-2022)	
h. Self-Assessment. The information provided in this section should be a self-assessment of KCI’s performance on the project to identify teams with firms or personnel that have successfully completed projects on time and on or under budget, and to identify firms that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
<p>KCI worked with the design-build team and SCDOT to develop a schedule to deliver the mainline RFC plans to meet the contractor's schedule for the design phase of the project. The agreed-upon schedule called for segmenting and packaging the mainline plans into various combinations of substructure and superstructure plans to expedite the delivery of materials and to allow construction activities to ensue while other areas were being developed. This process provided for inefficiencies in the design, production, and review process as compared to taking all the necessary time to submit one composite design of the entire structure. Even with these inefficiencies, all work performed by KCI was delivered without a contract modification or change order to KCI’s design fee. The project construction is complete.</p>					
i. Quality Initiatives. Discuss KCI’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>KCI’s bridge engineers were instrumental in developing efficient and cost-saving ideas during the pursuit phase that directly helped the JV team cut millions off the bid without sacrificing quality or schedule. These cost-saving ideas helped the team save the SCDOT over \$14 million from the next low bidder.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, KCI shall provide a detailed explanation below.					
<p>All answers to the questions in Section 3.5.2 are “No” for this project.</p>					

WORK HISTORY AND QUALITY FORM – DESIGNER





a. Project Name & Location (City, State)	b. Name of lead responsible for the overall project construction	c. Contact information of the Client & their Project Manager who can verify KCI’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 KCI (in thousands)
Name: R-2247CD & EC Winston-Salem Northern Beltway Interchanges DB Location: Forsyth County, NC	Name: Blythe Construction, Inc.	Name of Owner: NCDOT Project Manager: Timothy McFadden Phone: (919) 707-6615 Email: tmcfadden@ncdot.gov	Professional Services: 8/2018 Construction: 8/2022	\$43,900	\$2,162
g. Narrative describing the work performed by KCI. Include the office location(s) where the design work was performed and whether KCI was the lead designer or a sub-consultant.					
<p>KCI served as the lead design firm for the \$43.9M DB project, which involved key elements critical to the future construction of the Winston-Salem Northern Beltway (WSNB). The project’s primary purpose was to improve north/south connectivity in western Forsyth County and to provide congestion relief for area roadways. The project involved interchange improvements at SR 1891 (Peace Haven Road) over US 421 and NC 65 (Bethania-Rural Hall Road) over US 52 and includes the replacement of three Y-line bridges: 1) over US 421, 2) Kester Mill Road over Silas Creek, and 3) over US 52. As the lead firm, KCI provided the design project management of a multi-discipline team, roadway design at both interchanges, the structure design of three bridges, and construction phase contractor support engineering services. This project also required aesthetic details for a concrete arch fascia on the NC 65 structure. KCI developed the details for concrete panels to be connected to the concrete parapet. KCI also developed the functional design plans for R-2247EB (WSNB US 52 interchange), which will tie directly into U-2579F. The design work was completed in the Raleigh, NC office location.</p>			<div></div> <div>Similarities<ul style="list-style-type: none">✓ Aggressive DB schedule to complete project✓ Controlled Access Facility✓ Roadway & traffic improvements✓ Traffic control devices immediately adjacent to traffic✓ Night time work✓ Transportation management plan✓ Public involvement/communications</div> <div>Personnel<ul style="list-style-type: none">✓ Jared Medlin, PE, Lead Structures Engineer (2016-2020)</div>		
h. Self-Assessment. The information provided in this section should be a self-assessment of KCI’s performance on the project to identify teams with firms or personnel that have successfully completed projects on time and on or under budget, and to identify firms that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
<p>R-2247CD & EC were interchange upgrade projects being constructed in advance of the Winston-Salem Northern Beltway (WSNB) and had to be designed to accommodate the future freeway. As part of the project design, KCI developed preliminary plans for WSNB. Fill placement, storm drainage systems, and noise walls were placed so that no modifications were needed for the Collector-Distributor system planned as part of the WSNB construction. This accommodation minimized the waste for R-2247EC and minimized NCDOT’s cost for the future project.</p>					
i. Quality Initiatives. Discuss KCI’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>R-2247CD & EC procurement did not permit ATC’s. Even so, the KCI team recommended numerous enhancements to the project which reduced project cost and minimize reconstruction under the WSNB project which followed. The most significant enhancement was the recommendation discussed in h. above – grading, installing storm drainage, extending culverts, and constructing noise walls so that there was no reconstruction required to construct the CD’s needed for the WSNB project. We also purchased the necessary rights-of-way for WSNB within our project limits.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, KCI shall provide a detailed explanation below.					
<p>All answers to the questions in Section 3.5.2 are “No” for this project.</p>					

APPENDIX C: WORK HISTORY AND QUALITY FORM



WORK HISTORY AND QUALITY FORM – CONTRACTOR



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)
FY 17 Bridge Replacement Project (Batch 1) Districts 2, 3, and 6, GA	United Infrastructure Group, Inc. (Designed by Infrastructure Consulting & Engineering, PLLC)	Name of Owner: GDOT Project Manager: Andrew Hoenig Phone: (404) 985-4377 Email: ahoenig@dot.ga.gov	Professional Services: 9/2019 Construction: 10/2020	\$7,789	\$4,283
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 includes the accelerated removal and replacement of seven 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' and 22,905 SF of the 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 to maintaining the accelerated delivery schedules. Road closure durations ranged from 90 to 180 days which often required work to proceed seven days of a week with multiple crews. The sites in this batch included:</p> <p>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)</p> <p>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)</p> <p>Spalding County – Vaughn Road over Heads Creek 180' 5-span bridge with end bents on steel piles and three interior bents on H-Piles with Encasements supporting a Flat Slab Deck Road Closure: 217/180 Days (actual/contract)</p> <p>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)*</p> <p>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)*</p> <p>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)</p> <p>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> <p>*Subcontracted to others</p> <p>Key Individuals: None.</p>			 		
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>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 3 sites and extra resources were allocated to minimize delays.</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>In addition to the items above, stone screenings were utilized for portions of the embankment to allow work to proceed during inclement weather.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, Contractor shall provide a detailed explanation below.					
<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: Burke County-40 Days x \$713, Spalding County-37 Days x \$713, Chattooga County - 72 Days x \$713*</p>					

WORK HISTORY AND QUALITY FORM – CONTRACTOR



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)
FY 17 Bridge Replacement Project (Batch 2) Districts 2, 3, and 4, GA	United Infrastructure Group, Inc. (Designed by Infrastructure Consulting & Engineering, PLLC)	Name of Owner: GDOT Project Manager: Andrew Hoenig Phone: (840) 985-4377 Email: ahoenig@dot.ga.gov	Professional Services: 9/2019 Construction: 9/2020	\$9,126	\$5,019
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 includes the accelerated removal and replacement of six 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 seven days a week with multiple crews. The sites in this batch included:</p> <p>Dodge County – Milan-Chauncey Road/Sugar Creek 155' 3-span bridge with end bents on steel piles and two interior bents on concrete piles supporting cored slabs with asphalt overlay Road Closure: 150/150 Days (actual/contract)</p> <p>Dooly County - Weeks Road/Lilly Branch 133' 3-span bridge with end bents on steel piles and two interior bents on concrete piles supporting Type 1 mod beams with a concrete deck Road Closure: 143/120 Days (actual/contract)</p> <p>Colquitt County – Doerun Norman Park Road/Okapilco Creek 180' 5-span bridge with end bents on steel piles and four interior bents on steel piles supporting a flat slab deck Road Closure: 245/180 Days (actual/contract)</p> <p>Quitman County – Lower Lumpkin Road/Hodchodkee Creek 220' 4-span bridge with end bents on steel piles and three interior bents on concrete piles supporting cored slabs with asphalt overlay Road Closure: 157/180 Days (actual/contract)*</p> <p>Echols County – Toms Creek Road/Toms Creek 160' 4-span bridge with end bents on steel piles and three interior bents on H-Piles supporting a flat slab deck Road Closure: 214/180 Days (actual/contract)</p> <p>Thomas County - Reichertville Road/McKeever Slough Creek 130' 3-span bridge with end bents on steel piles and two interior bents on concrete piles supporting cored slabs with asphalt overlay Road Closure: 74/75 Days (actual/contract)*</p> <p>*Subcontracted to others</p> <p>Key Individuals: None.</p>			 		
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>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 seven 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 three sites and extra resources were allocated to minimize delays.</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>In addition to the items above, stone screenings were utilized for portions of the embankment to allow work to proceed during inclement weather.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, Contractor shall provide a detailed explanation below.					
<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>					

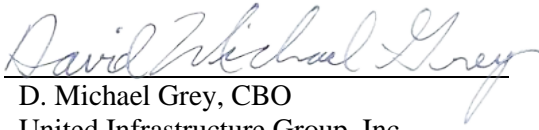
APPENDIX D: LEGAL AND FINANCIAL




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 the I-77 New Exit 26 Interchange Project ID P042443 as proposed in the Request for Qualifications issued by South Carolina Department of Transportation.

Signed this 22nd day of December 2023


D. Michael Grey, CBO
United Infrastructure Group, Inc.

Subscribed and sworn to before me this 22nd day of December, 2023.


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





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

December 12, 2023

Subject: United-Blythe JV
Project: I-77 New Exit 25 Interchange and Connecting Roads, Design-Build Project
Project ID P042443, Richland County

To Whom It May Concern:


This is to advise you that our office provides bid, performance, and payment bonds on behalf of United-Blythe JV. The surety for United-Blythe 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 United-Blythe 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 United-Blythe JV Performance and Payment Bonds for single projects in the amount of \$200,000,000.00 and aggregate support in excess of \$500,000,000.00. 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 United-Blythe JV. Please understand that any arrangement for bonds is strictly a matter between United-Blythe 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 United-Blythe 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 W. Gibson, Debra S. Ritter, H. Thomas Dawkins, Jenny Snell, Leah Farnsworth, Martin D. Pallazza, Raymond J. Garruto, Robert C. Tresher, Sara Deese 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.

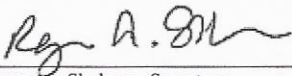
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**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 **23rd day of March, 2023**.

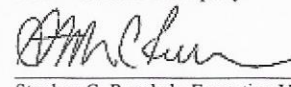
Attested and Certified



Regan A. Shulman, Secretary



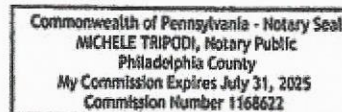
Arch Insurance Company

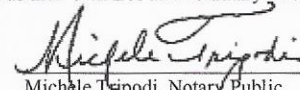


Stephen C. Ruschak, Executive Vice President

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.



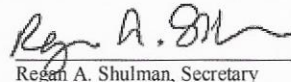


Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated March 23, 2023** 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 **12th day of December, 20 23**.



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 – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



**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; H. THOMAS DAWKINS; JENNY SNELL; MARTIN D PALLAZZA;
RAYMOND J GARRUTO; ROBERT C TRESHER; SARA GRACE DEESE; 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 20th day of August, 2021.



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

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, 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.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

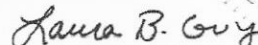


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, 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 12th day of December, 2023.



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: **8208640-018028**

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, Angela Y. Buckner; Bradford W. Gibson; Debra S. Ritter; Erin Brooks; H. Thomas Dawkins; Leah E. Farnsworth; Martin D. Pallazza; Raymond J. Garruto; Robert C. Tresher; Sara Grace Deese; Wendy E. Lahm

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 24th day of August, 2022.



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 ss
County of MONTGOMERY

On this 24th day of August, 2022 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 King of Prussia, 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 12th day of December, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Ms. Carmen Wright
Office of Project Delivery
South Carolina Department of Transportation
955 Park Street
Columbia, South Carolina 29201

January 3, 2024

Attached please find the organizational agreements for the United-Blythe JV (UBJV), formerly the United-Blythe Panthers JV. This joint venture was originally formed for the I-77 Panthers Interchange project in York County, South Carolina. Due to the success of the project, and the Carolina Panthers' exit from the larger development project, the JV Executive Committee resolved to carry the joint venture forward for other SCDOT projects, but under the revised United-Blythe JV name.

Attached please find the following documents detailing the formation of the original joint venture, and the pertinent Resolutions that modify the JV entity name and list of member representative with signature authority for the UBJV.

- Joint Venture Agreement – 10/19/2020
- Resolution 005 – 8/8/2023
 - Change of company name to United-Blythe JV
- Resolution 006 – 12/11/2023
 - Change of projects which UBJV will bid and/or contract with SCDOT
 - Change of persons who are duly authorized to execute legal documents

Sincerely,

A handwritten signature in blue ink, appearing to read 'David M. Grey', is written over a light blue horizontal line.

David M. Grey
EVP & Chief Business Officer
United Infrastructure Group Inc.
United-Blythe JV

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.

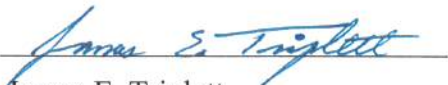
6. Periodic Reviews – The Managing Party shall provide periodic effectiveness and risk assessment as required; the Compliance Committee will perform annual, effectiveness and risk assessment for its own account.
7. Audit – The Managing Party will provide compliance audit services to the Joint Venture. 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
q Managing Party's Head Office Human Resources		X	
q Personnel Department (on site) if reqd.			X
q Managing Party's Head Office Safety Personnel		X	
q Managing Party's Head Office Safety Personnel - PAS audits (On Site)			X [if agreed by the Executive Committee]
q Safety Personnel (On Site)			X
q Managing Party's Head Office Information Systems		X	
q Information Systems Personnel (On Site)			X
q 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
q Estimating staff preparing GMP estimates and re- imbursable by client, regardless of location			X [if agreed by the Executive Committee]
q Managing Party's Head Office Accounting and Payroll Personnel when business system is on-site		X	
q 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			

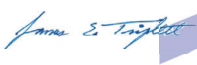
**RESOLUTION 005
OF THE EXECUTIVE COMMITTEE**

**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
2023.08.08
07:19:08
James E. Triplett

Blythe Development Company

BY:  Luther J. Blythe Jr.
Luther J. Blythe, Jr

RESOLUTION 006 OF THE EXECUTIVE COMMITTEE

**United-Blythe Joint Venture
December 11, 2023**

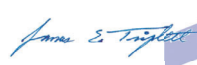
- 1) Purpose of Joint Venture: Whereas the Parties will complete construction of the SCDOT project Contract No. 4658500 in York County formerly known as the I-77 Panther Interchange and now known as the I-77 Exit 81 Palmetto Parkway Interchange, construct (contingent upon final award) the SCDOT SC 160 at I-77 Interchange Improvement project Proposal ID 4664480 in York County, and 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.
- 2) Signature Authority: To reflect organizational changes of the member Parties, it was agreed to change Article 31: Signature Authority, effective December 12, 2023, 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	G. Everett Triplett	Executive VP & COO
BDC	Luther J. Blythe, Jr	President
BDC	Joseph M. Dodson	VP & CFO
BDC	Stoney Bumgardner	VP of Operations

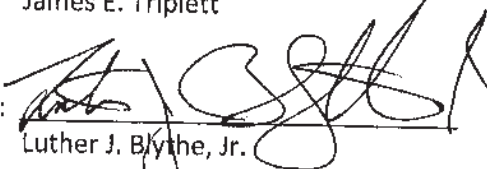
- 3) General Implementing Authority: The Managing Party and Design-Build Project Manager are hereby authorized and directed to implement the provisions contained in this resolution including the execution of any documents in the name of or on behalf of the Entity, to incur costs associated with implementation 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
2023.12.12
10:13:19
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



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.

BLYTHE DEVELOPMENT CO.

Vendor ID: 1BL012

Issued : February 15, 2023

Expires: March 31, 2024

Approved By: *Maria G. Davis*
Prequalification Coordinator

APPENDIX E: ORGANIZATIONAL CONFLICT OF INTEREST

APPENDIX
E

Company

APPENDIX F: CONFIDENTIAL OR PROPRIETARY INFORMATION

UBJV has no confidential information to disclose.



APPENDIX G: ADDENDUM RECEIPT FORM(S)

NOTICE TO PROPOSERS
I-77 New Exit 26 interchange
Design-Build Project – Project ID P042443
Richland County

December 15, 2023

NOTICE TO PROPOSERS - Enclosed is **Addendum 1** to the Request for Qualifications (RFQ) for the I-77 New Exit 26 Interchange design-build project. The information provided in this notice and the addendum shall be made part of the Statement of Qualifications (SOQ) and contract documents.

The **yellow** highlights identify the revisions associated with Addendum 1.

This addendum is being issued in order to provide clarification and additional information for the project. The following sections of the RFQ contain revisions:

- Section 2
- Section 4



NOTICE TO PROPOSERS
I-77 New Exit 26 interchange
Design-Build Project – Project ID P042443
Richland County

Addendum 1

The information in this addendum shall be made part of the SOQ and 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 SOQ. 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 SOQ and 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

12/22/2023

Date

D. Michael Grey

Printed Name

For: United Blythe Joint Venture

Design-Build Team Name



APPENDIX H: KEY INDIVIDUAL & CONTRACTOR/DESIGNER REFERENCES

Email	First Name	Last Name	Key Individual Name	Project Name	Role of Key Individual	Team
mkkizer@ncdot.gov	Marcus	Kizer	Travis Padgett, PE	NCDOT Winston Salem Northern Beltway DB	Assistant DB Manager	Flatiron / Blythe Development Co.
jscott@ncdot.gov	Jordan	Scott	Travis Padgett, PE	NCDOT I -40 over Yadkin River DB	Assistant DB Manager	Flatiron / Blythe Development Co.
lbshaver@ncdot.gov	Larry	Shaver	Travis Padgett, PE	NCDOT I-40 Business DB	Assistant DB Manager	Flatiron / Blythe Development Co.
braggjk@scdot.org	Jared	Bragg	Travis Padgett, PE	SCDOT I-77 Exit 81 New Interchange DB	Project Manager	Blythe Development Co./United Infrastructure Group, Inc./ KCI
heapebw@scdot.org	Brian	Heape	Wayne Whiting	SCDOT US 301 over North Edisto	Project Manager	United Infrastructure Group, Inc.
fulmerjs@scdot.org	Jason	Fulmer	Wayne Whiting	SCDOT I-26 Widening MM 85-101 DB	Structural Project Manager	United Infrastructure Group, Inc (Archer United, JV) / ICE
reynoldsbs@scdot.org	Brad	Reynolds	Wayne Whiting	SCDOT Emergency Bridge Package 2018-2B	Project Manager	United Infrastructure Group, Inc.
hayeskl@scdot.org	Kenneth	Hayes	Wayne Whiting	SCDOT US 401 over Jefferies Creek, Lake Swamp, High Hill Creek	Project Manager	United Infrastructure Group, Inc.
berrywk@scdot.org	Kyle	Berry	Wayne Whiting	SCDOT US 378 Section 3 & 4 Widening & Bridge Replacement	Project Manager	United Infrastructure Group, Inc.
mattoxjh@scdot.org	Jae	Mattox	Shawn Davis, PE	SCDOT I-77 Exit 81 New Interchange DB	Lead Design Engineer/EOR	Blythe Development Co./United Infrastructure Group, Inc./ KCI
reynoldsbs@scdot.org	Brad	Reynolds	Shawn Davis, PE	SCDOT I-85 over Rocky Creek DB	Lead Design Engineer/EOR	United Infrastructure Group, Inc./ KCI
mattoxjh@scdot.org	Jae	Mattox	Shawn Davis, PE	SCDOT US-17 Ace Basin Parkway DB	Lead Design Engineer/EOR	Phillips & Jordan / Davis & Floyd
mattoxjh@scdot.org	Jae	Mattox	Shawn Davis, PE	SCDOT Conway Bypass (SC-22) DB	Roadway & MOT Design Lead/EOR	Fluor / Davis & Floyd
fulmerjs@scdot.org	Jason	Fulmer	Jeremy Goings	SCDOT I-26 Widening MM 85-101 DB	Structural Construction Manager	United Infrastructure Group, Inc (Archer United, JV) / ICE
rwbaucom@ncdot.gov	Richard	Baucom	Jeremy Goings	NCDOT Monroe Bypass DB	Segment 1 Project Manager	United Infrastructure Group, Inc. / RKK / KCI
stacy.mcmillan@modot.mo.gov	Stacy	McMillian	Jeremy Goings	MODOT Safe & Sound Bridge Replacements DB	Environmental Manager	United Infrastructure Group, Inc./ KCI
lbean@dot.ga.gov	Lynn	Bean	Jeremy Goings	GDOT Bobby Jones Expressway	Assistant Project Manager	United Infrastructure Group, Inc. / KCI
dickinsorc@scdot.org	Robert	Dickinson	Jeremy Goings	SCDOT I-520 Palmetto Parkway, Phase II DB	Senior Project Engineer	United Infrastructure Group, Inc. / KCI / F&ME



Email	First Name	Last Name	Company Name	Project Name	Team
Work History Forms Appendix B					
braggjk@scdot.org	Jared	Bragg	SCDOT	I-77 Interchange Exit 81 New Interchange and Palmetto Parkway DB	United-Blythe Joint Venture / KCI
fulmerjs@scdot.org	Jason	Fulmer	SCDOT	I-26 Widening MM 85-101 DB	Archer-United Joint Venture / ICE
mtucker@ncdot.gov	Mezak	Tucker	NCDOT	U-2827B US 421 / I-40 Business DB	Flatiron / Blythe Joint Venture / HDR
reynoldsbs@scdot.org	Brad	Reynolds	SCDOT	I-85 over Rocky Creek DB	United Infrastructure Group / KCI
mattoxjh@scdot.org	Jae	Mattox	SCDOT	I-26 Port Access Road Improvements DB	Fluor-Lane Joint Venture / KCI
tmcfadden@ncdot.gov	Timothy	McFadden	NCDOT	R-2247CD & EC Winston-Salem Northern Beltway Interchanges DB	Blythe Construction / KCI
Remaining Projects from the UBJV & Key Individuals Project Experience Highlights DB/DBB Relevant Work History Table					
turnermk@scdot.org	Kevin	Turner	SCDOT	Volvo Interchange/I-26 Widening DB	Conti/United/Banks/KCI
redfearnwt@scdot.org	Tyke	Redfearn	SCDOT	I-77 Widening/Rehabilitation DB	AWC/United/KCI
parrissl@scdot.org	Shane	Parris	SCDOT	Package E Bridge Replacements DB	United/KCI
parrissl@scdot.org	Shane	Parris	SCDOT	SC 150 Emergency Bridge DB	United/KCI
dickinsorc@scdot.org	Robert	Dickinson	SCDOT	I-520 Palmetto Parkway Phase II DB	United/KCI
hallca@scdot.org	Christy	Hall	SCDOT	I-85 GSP/BMW Interchange DB	United/KCI
dickinsorc@scdot.org	Robert	Dickinson	SCDOT	I-520 Palmetto Parkway Phase I DB	United/KCI
frank.carson@berkeleycountysc.gov	Frank	Carson	Berkeley County	Nexton Parkway/I-26 Widening DB	United/Banks
sthigpen@charlestoncounty.org	Steve	Thigpen	Charleston County	Johnnie Dodds Blvd. DB	United/Banks/KCI
lcfine@ncdot.gov	Chris	Fine	NCDOT	Concord Mills Flyover Entrance	Blythe/KCI
jssmith@ncdot.gov	Jeb	Smith	NCDOT	US 29 Speedway Bridges	Blythe/KCI
rdrochelle@ncdot.gov	Roger	Rochelle	NCDOT	I-77 HOT Lanes DB	United/Blythe/KCI
jrlawrence@ncdot.gov	Jody	Lawrence	NCDOT	I-26 & Brevard Road DB	Blythe/KCI
rwbaucom@ncdot.gov	Rick	Baucom	NCDOT/NCTA	Monroe Bypass DB	United/KCI
jmguy@ncdot.gov	Jeremy	Guy	NCDOT	Macy Grove Road DB	Blythe/KCI
stacy.mcmillan@modot.mo.gov	Stacy	McMillian	MODOT	MODOT Safe & Sound 554 Bridges DB	United/Kiewit/Traylor JV/KCI
Quality and Legal Questions Forms Appendix C					
ahoenig@dot.ga.gov	Andrew	Hoenig	GDOT	FY 17 Bridge Replacement Project (Batch 2)	UIG
ahoenig@dot.ga.gov	Andrew	Hoenig	GDOT	FY 17 Bridge Replacement Project (Batch 1)	UIG



APPENDIX I: UNIQUE ENTITY IDENTIFICATION NUMBERS

UNIQUE ENTITY IDENTIFICATION NUMBERS

- United Infrastructure Group (UEID #NRMTAY2LZBP5)
- Blythe Development Company (UEID #LJJBQKNZLSD1)
- KCI Technologies (UEID #PEVANTR72KU1)
- TranSystems Corporation (UEID #H9J4EXJXANX7)
- F&ME Consultants (UEID #HTEMRPN3NAN5)
- TELICS (UEID #DFE6A4JBHKK9)