



Statement of Qualifications

I-95 Bridge Replacement over Lake Marion

Design-Build Project

Clarendon and Orangeburg Counties, SC

Project ID P041130





November 4, 2024

Balfour Beatty **McLean** | **RK&K**

This document is bookmarked for your convenience.

*Green and underlined text within this document indicates a **HYPERLINK** and will take you to more detailed information.*

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simply type  + *

Narrative





3.2 INTRODUCTION

3.2.1 Contracting Entity | Balfour Beatty Infrastructure, Inc. (BB) and McLean Contracting Company (MC) have formed a fully integrated joint venture (BB-MC JV) to design and construct this critical I-95 bridge over Lake Marion. The BB-MC JV, with Balfour Beatty serving as the managing partner, is submitting as a single organization, will serve as the design-builder, and will be financially responsible for overall team management and construction. Since 1998, Balfour Beatty has been delivering bridge projects in the Carolinas ranging from single-span bridges to major bridges with 268 spans and over 5-miles in length. This includes 145 bridges, 100 over water, and totaling more than 24-miles in length. McLean has delivered more than 250 major bridge projects since their founding in 1903. Specializing in marine bridge construction, McLean is a full-service marine contractor owning both Shugart Manufacturing and Smith Brothers, a leading sectional barge fabricator, and a tugboat and barge rental business, respectively. Sharing resources, staff, and expertise, the BB-MC JV team has successfully delivered projects through various alternative delivery methods and has built 27 similar projects in the southeast for more than 25 years.

The BB-MC JV will enter into a prime-subconsultant agreement with our Lead Designer RK&K, who will manage the design team and subconsultants for structures, roadway, hydraulics, erosion control, and geotechnical design. RK&K brings an impressive design-build resume with experience designing large interstate bridges over water.

3.2.1 Contracting Entity | 3.2.2 Points of Contact | 3.2.3 Full Legal Name of Lead Contractor & Lead Designer | *Please see table above.*

3.2.4 Unique Entity IDs | *Please see table above.*

3.2.5 Commitment of Key Individuals | Our Key Individuals are **fully committed to this Project**, driven to meet and exceed SCDOT's quality and schedule expectations and are available for the duration of the Project. Our Team is also committed to providing all resources and personnel required to successfully deliver the Project.

Table 3.2.1 | 3.2.2 | 3.2.3

Contracting Entity, Project Office, and Representative

Balfour Beatty, PLC

3314 Jaeckle Drive | Wilmington, NC 28403

Authorized Representative

Mark Robert Johnnie

910.452.1145 | mjohnnie@balfourbeattyus.com

Legal Name of Firms & Points of Contact

Lead Contractor

Balfour Beatty, PLC (Balfour Beatty)



POC - Keith NMN Nixon, DBIA

3314 Jaeckle Drive, Wilmington, NC 28403

910.452.1145(phone) | 910.231.4636 (mobile)

knixon@balfourbeattyus.com

Lead Designer

Rummel, Klepper & Kahl, LLP (RK&K)



POC - David Bradley Peterson, PE

8601 Six Forks Rd., Forum 1, Suite 700, Raleigh, NC 27615

919.621.4149 | dpeterson@rkk.com

Table 3.2.4 | Unique Entity IDs

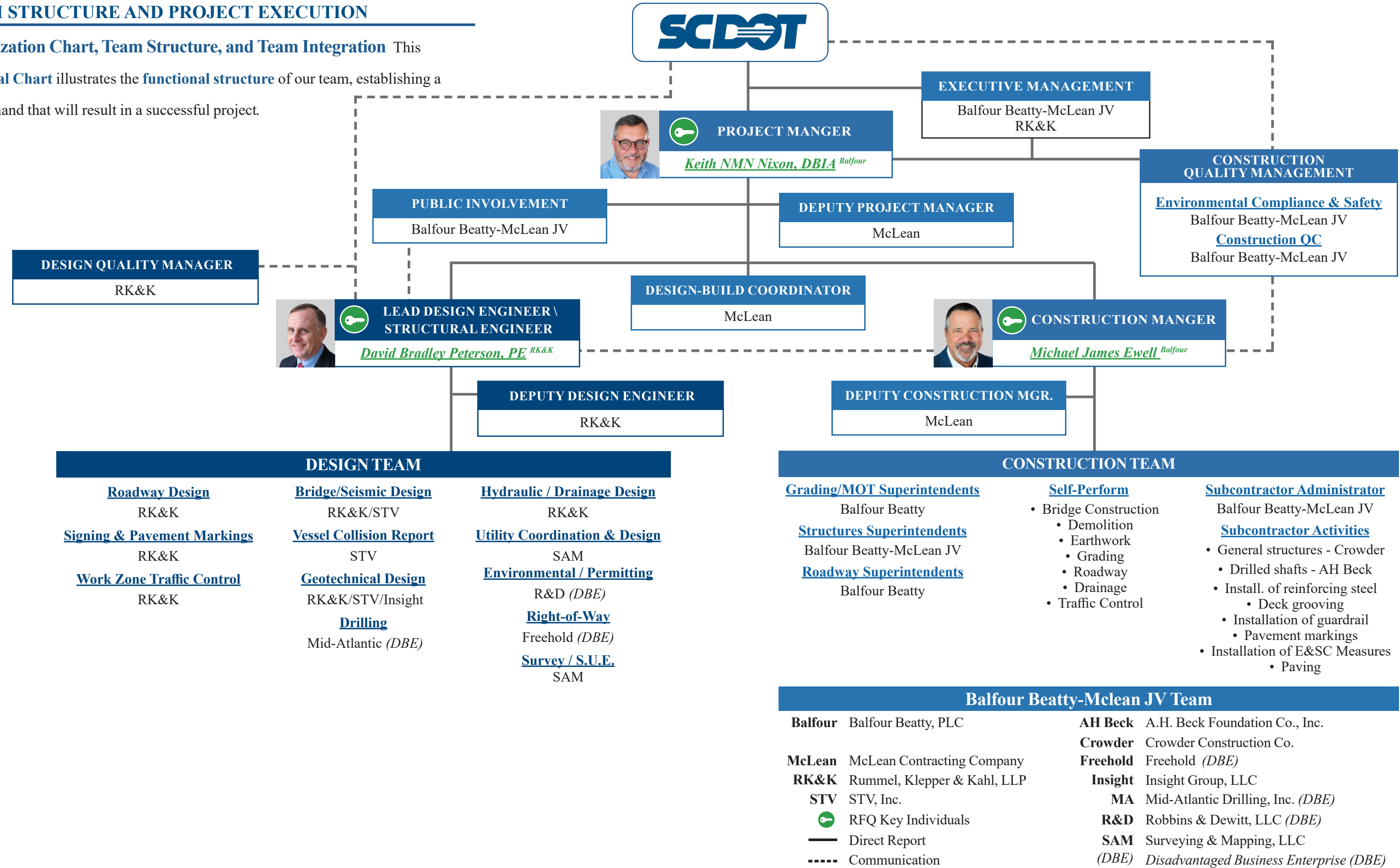
Firm	Unique ID No.
Balfour Beatty, PLC	PTGXMFECHVL6
McLean Contracting Company	EHNWY889BFY9
Rummel, Klepper & Kahl, LLP	H65ZV5HPXEE8



3.3 TEAM STRUCTURE AND PROJECT EXECUTION

3.3.1 Organization Chart, Team Structure, and Team Integration

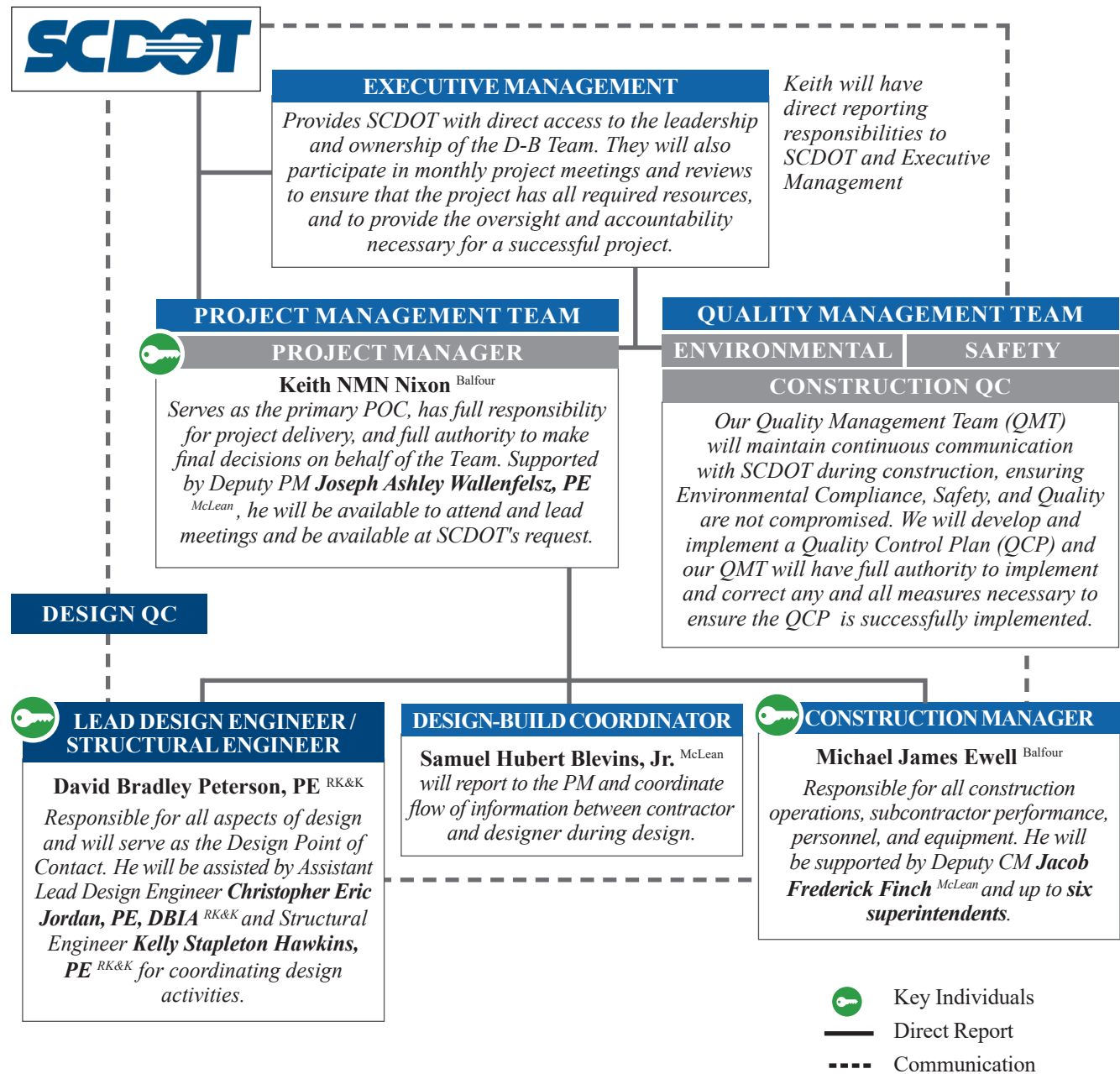
This **Organizational Chart** illustrates the **functional structure** of our team, establishing a chain of command that will result in a successful project.





Team Integration | The following illustrates significant functional relationships and how our proposed organization will seamlessly perform as an integrated team.

Keith Nixon, DBIA^{Balfour} will serve as the Project Manager and will be the contractual point of contact for SCDOT, maintaining daily communication with the Department during construction. Construction Manager **Michael Ewell^{Balfour}** will report directly to the PM and oversee all construction. He will manage the activities of field supervisors and crews, who will effectively perform major items of work for the BB-MC JV as well as internal subcontractors. Mike will work closely with Lead Design Engineer/Structural Engineer **David Peterson^{RK&K}** throughout design and maintain communication with him and Keith during design to ensure that constructability issues are addressed prior to RFC plans.





Firms and Key Individuals Working Together and Teaming Success | As illustrated by the table below and the projects in [3.5.1 Experience of Proposer's Team](#), we have partnered together on many similar projects and maintain successful working relationships at all levels.

See Work History Forms	NCDOT \$57.5M, Surf City Bridge Replacement Surf City, NC 2016- 2019		
		Description	4,000' bridge that replaced a steel truss swing-span bridge over the intracoastal waterway. Built off alignment with strict in-water work moratoriums and high traffic volumes, it is supported by drilled piers and was completed 10-months ahead of schedule.
		Teaming/Collaboration	Balfour Beatty: Prime Contractor STV: Temporary works and crane trestle design
		Team Members	Balfour Beatty: Mike Ewell STV: Mark Robbins
		References	NCDOT, Trevor Carroll, PE, 910.465.8053, tkcarroll@ncdot.gov
	MDTA \$458M, Harry W. Nice/Thomas “Mac” Middleton Bridge Replacement - Design-Build, Newburg, VA 2020-2024		
		Description	1.9-mile, 61-foot wide, four-lane structure over the Potomac River with a main span that provides 135 feet of vertical and 250 feet of horizontal clearances over the major federal channel with large complex foundations and long concrete girder spans.
		Teaming/Collaboration	McLean: JV Partner RK&K: Management of Construction Engineering and Inspection for Owner
		Team Members	McLean: Sam Blevins, Jake Finch
		Reference	MDTA, Brian Wolfe, PE, 443.915.0851, bwolfe3@mdta.state.md.us
	NCDOT \$59.2M, Perquimans River Bridge Replacement - Design-Build, Perquimans Co., NC 2018-2022		
		Description	2,691' with 196-foot steel through-truss swing-span, and 27 fixed-concrete spans with 45-inch and 54-inch Florida I-beams
		Teaming/Collaboration	McLean: Lead Contractor RK&K: Lead Designer
		Team Members	McLean: Sam Blevins, Joe Wallenfelsz RK&K: David Peterson
		Reference	NCDOT, Randy Midgett, PE, 252.482.1850 rmidgett@ncdot.gov
	NCDOT \$129M, I-295 Fayetteville Outer Loop - Design-Build, Fayetteville, NC 2020-2024		
		Description	5.73 miles of four-lane divided freeway, including an interchange at I-95, two minor interchanges at two-lane crossroads, and three two-lane grade-separated crossroad overpasses. The project includes 14 bridges (dual bridges at five locations).
		Teaming/Collaboration	Balfour Beatty: Lead Contractor STV: Lead Designer
		Team Members	Balfour Beatty: Keith Nixon
		Reference	NCDOT, Michael Parker, PLS, 910.827.9680, jmparkerjr@ncdot.gov
	NCDOT \$97M, Virginia Dare Memorial Bridge Dare County, NC 1998 - 2003		
		Description	5.25 mile, 4-lane bridge and approaches linking mainland NC with Roanoke Island. As the longest bridge in NC, it spans wetlands and the Croatan Sound and is supported by 2,368 driven-in-place, pre-cast concrete piles up to 150 feet in length.
		Teaming/Collaboration	Balfour Beatty: Prime Contractor McLean: Major subcontractor for pile foundations STV: Temp. works and crane trestle design
		Team Members	Balfour Beatty: Keith Nixon STV: Mark Robbins
		References	NCDOT, Randy Midgett, PE, 252.482.1850 rmidgett@ncdot.gov
	NCDOT \$54M, US 13/US 158 Bridge over the Chowan River - Design-Build, Hertford Co., NC 2012-2017		
		Description	1,121- foot, 16-span bridge (135-foot max. span) over Chowan River, dual US 13 bridges over US 158 and 84-foot bridge over Buckhorn Creek.
		Teaming/Collaboration	McLean: Major subcontractor responsible for bridge construction RK&K: Lead Designer Dedicated team member, collaborating throughout pursuit, design, and construction.
		Team Members	McLean: Sam Blevins, Joe Wallenfelsz RK&K: David Peterson
		Reference	NCDOT, Randy Midgett, PE, 252.482.1850, rmidgett@ncdot.gov



NCTA | \$287M, NC 540 Triangle Expressway - Design-Build, Wake County, NC | 2023-Ongoing



Description	5.5-mile, six-lane, toll facility designed to interstate standards. Includes 13 bridges, three interchanges, two grade separations, NCRR/NS railroad crossing, and extensive aesthetic features.
Teaming/Collaboration	RK&K: Lead Designer STV: Major design subcontractor
Team Members	RK&K: David Peterson STV: Mark Robbins
Reference	NCTA, Ron McCollum, PE, 919.707.2708, remccollum@ncdot.gov

VDOT | \$95M, I-64 HREL Segment 4C Bridges over the Hampton River - Design-Build, Hampton, VA | 2023-2026



Description	Demolition/reconstruction of a 1,479-foot bridge over the Hampton River and a 749-foot bridge over Hampton Branch on I-64 EBL and the widening and rehabilitation of a 2,775-foot bridge over the Hampton River/Branch on I-64 WBL.
Teaming/Collaboration	McLean: Major Design-Build subcontractor for bridges over the Hampton River STV: Structures Designer
Team Members	McLean: Joe Wallenfelsz, Sam Blevins STV: Mark Robbins
Reference	Shirley Contracting, Robbie Roberts, 703.994.9534, Robbie.Roberts@shirleycontracting.com

NCDOT | \$95M, I-85 / I-485 Turbine Interchange Design-Build, Charlotte, NC | 2011-2015



Description	I-85 / I-485 Turbine Interchange with 2.5-miles of widening, involving high traffic volumes in Charlotte, NC.
Teaming/Collaboration	STV: Lead Designer RK&K: Major subconsultant
Team Members	STV: Mark Robbins, Amos Liu RK&K: David Peterson
Reference	NCDOT, Tim McFadden, 919.707.6615, tmcfadden@ncdot.gov

City of Virginia Beach | \$81.5M, Lesner Bridge Replacement, Virginia Beach, VA - 2014 - 2017



Description	Construction of twin 1,575 foot-long precast segmental bridges with drilled shaft foundations over the Lynnhaven Inlet, which is an environmentally sensitive area that is subject to extreme tidal flows
Teaming/Collaboration	McLean: Prime Contractor RK&K: Structural and geotechnical engineering
Team Members	McLean: Joe Wallenfelsz
Reference	VDOT, Chris Wojtowicz (City PM for project), 757.322.7791, Chris.Wojtowicz@vdot.virginia.gov

3.3.2 Project Resources, Strategies, and Execution | Capacity and Available Resources | The BB-MC JV has both the financial and resource strength (manpower, equipment, and materials) to efficiently complete this project without any limitations due to current obligations or market conditions. The table below illustrates our Team's substantial amount of available resources and equipment for this project.

TEAM CAPACITY, AVAILABLE RESOURCES and STRATEGY FOR IMPLEMENTATION		
	Construction	Design
Capacity	Balfour Beatty <ul style="list-style-type: none"> 140+ staff in the Carolinas, 1,922+ company-wide Based out of Charleston, SC and only one hour from the site Heavy Construction Equipment: 400, including 4,000' of crane trestle Support Equipment: 1,000+ 	RK&K <ul style="list-style-type: none"> 400 staff in the Carolinas, 1,700+ firm-wide Top 20 Transportation Design Firm (ENR) Columbia design office – supported by Charleston, Charlotte, and Raleigh Key Team members in Columbia, Charleston, and Raleigh 282 D-B bridges in the Carolinas, including water and railroad crossings \$4.2 billion in design-build awards as lead designer in the Carolinas
	McLean <ul style="list-style-type: none"> 440+ employees company-wide, with 175+ in Virginia and the Carolinas Regional office and 24-acre waterfront yard located in Chesapeake Va. Sub-office and 47-acre equipment yard in Chester, SC Owner of Shugart, a sectional barge manufacturing company 13 barge-mounted cranes, 48 barges, 163 sectional barges 	STV <ul style="list-style-type: none"> 170+ staff in the Carolinas, 3,000+ company-wide Top 35 Design Firm (ENR) 120 bridges in SC, 15 ranging from 700' to one mile in length



TEAM CAPACITY, AVAILABLE RESOURCES and STRATEGY FOR IMPLEMENTATION

	Construction	Design
Available Resources	<ul style="list-style-type: none">Combined experience and expertise from two highly experienced bridge contractorsHighly experienced Project Manager, Construction Manager, project management staff, and design-build coordination experienceLeverage Shugart Manufacturing sectional barge resourcesUtilization of other marine assets; cranes, barges, temporary access trestleIn-house diving and concrete wire sawing capabilitiesLeverage marine bridge demolition resources	<ul style="list-style-type: none">Lead Design Engineer/Structural Engineer will be complete with current commitments and is immediately available for this project.Experienced Lead Design Engineer/Structural Engineer and in-house staff.Available resources to meet and accelerate the design schedule, as needed.Fully refined design and QC process for delivering large transportation projects.Intimate understanding of SCDOT design process, policies, and procedures.Ability to self-perform all critical design functions,.
Self-Perform	<ul style="list-style-type: none">DemolitionBridge ConstructionRoadway ConstructionEarthwork and GradingDrainageTraffic Control	<ul style="list-style-type: none">Bridge/seismic designGeotechnicalRoadwayHydraulic designWork zone traffic controlSigning and pavement markingsPermitting/environmental

Strategy for Implementation of Resources | With the ability to **self-perform 70% of the work**, our strategy to implement resources focuses on our current and future workload, convenient location, and the extensive resources, strengths, and expertise of our combined JV partnership. Balfour Beatty will serve as the managing partner of the BB-MC JV, and will be responsible for management, structures, and roadwork. JV partner Mclean will be responsible for structures and marine support. Lead Designer RK&K will be responsible for multi-discipline design and be supported by STV and specialized subconsultants for various disciplines. As illustrated by the Chart below, BB-MC JV has the available resources and no current or future assignments that will affect our ability to deliver this project on time. Anticipating the staffing/crew requirements of approximately 100 during peak construction, BB-MC JV maintains ample personnel, crews, and equipment available to move to this project when needed.

BB-MC JV Current Resource Commitments and Availability

Project	Value	Location	Employees	2025	2026	2027	2028	2029
I-95 over Lake Marion	\$350M	Clarendon/Orangeburg Cos., SC	Peak 100	Design	Construction			
Ongoing Projects and Planned Onboarding of Resources to I-95 Bridge Replacement over Lake Marion								
Balfour Beatty								
Havelock Bypass	\$167M	Havelock, NC	70	Construction	Available	No other project commitments		
Harkers Island Bridge	\$60M	Harkers Island, NC	30	Complete				
Military Cutoff	\$96M	Wilmington, NC	60	Complete				
NC 87-11	\$36M	Wilmington, NC	30	Construction				
Effingham Parkway	\$51M	Savannah, GA	35	Construction				
James City	\$220M	James City, NC	80	Construction	Construction	Available	Available	
Thurman to Havelock	\$242M	Havelock, NC	80	Construction	Construction	Construction		
I-295 Fayetteville Outer Loop	\$235M	Fayetteville, NC	80	Complete	Available			

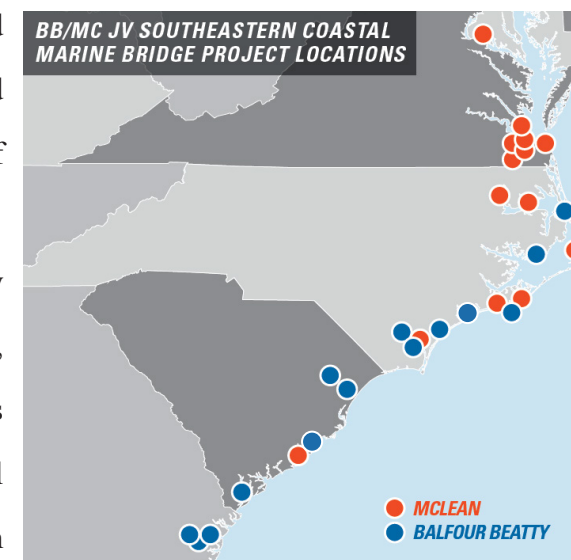


BB-MC JV Current Resource Commitments and Availability

Project	Value	Location	Employees	2025	2026	2027	2028	2029
McLean								
I-64 Bridges over the Hampton River	\$95M	Hampton, VA	65	Construction	Complete	Available	No other project commitments	
Bay Bridge Deck Replacement Ph I - JV	\$140M	Sandy Point, MD	70	Complete				
SA Annapolis YP Pier	\$63M	Annapolis, MD	50	Complete				
North NIT Wharf Improvements - JV	\$84.5M	Norfolk, VA	45	Complete				
Nansemond Pkwy. Wilroy Rd Overpass	\$4.5M	Suffolk, VA	10	Complete				
Fairfield Marine Terminal Pier 4	\$16.5M	Baltimore, MD	18	Complete				
Dominio Sugar Bay Water Intake Sys. Ph I	\$4M	Baltimore, MD	10	Complete				
South NIT Wharf Repairs	\$5.4M	Norfolk, VA	10	Complete				

Ideal Geographical Location | As illustrated by the map, Balfour Beatty and McLean have completed many large bridge projects throughout the mid-Atlantic region and our resources are ideally positioned to deliver this I-95 bridge replacement. The convenient location of our resources provides the benefits of enhanced integration, communication, issue resolution and project execution.

Balfour Beatty's SC office is located in Charleston, SC, less than one hour from the site, and is supported by a workforce centered around the coastal Carolinas. This includes offices in Wilmington, NC and Savannah, GA. McLean maintains an office and 47-acre equipment yard in Chester, SC, which is less than two hours from the site. McLean's regional office and 24-acre waterfront construction yard in Chesapeake, VA. will also provide support. McLean recently completed Phase I of the Hugh Leatherman Marine Terminal in Charleston, SC, which provides valuable experience coordinating local resources in the area. As an additional benefit, McLean owns Shugart Manufacturing, in Chester SC, which is a sectional barge manufacturer that will be a key resource for the construction of the bridges over Lake Marion.





3.4 EXPERIENCE OF KEY INDIVIDUALS ■ 3.4.1 - Licensed ■ 3.4.2 - Roles ■ 3.4.3 - Resumes ([Appendix A](#))

3.4.4 - Project Management Team



KEITH NMN NIXON, DBIA | PROJECT MANAGER ([Keith's Resume](#))

- 33 years of experience (25 with Balfour Beatty) in project management, estimating and contractual matters on projects valued at \$200+ million.
- Experienced in managing various types of projects, including design-build and other alternative delivery methods.
- Maintains the authority to commit all design and construction personnel, equipment, and financial resources required to effectively complete projects with an emphasis on safety, quality, and timeliness.

3.4.5 - Design Engineering Team



DAVID BRADLEY PETERSON, PE | LEAD DESIGN ENGINEER / STRUCTURAL ENGINEER ([David's Resume](#))

- Veteran manager and bridge engineer with 42 years of experience (19 with RK&K) managing and delivering short, medium, and long span steel, curved steel, concrete and pre-stressed concrete bridges for highway and transit projects | SC PE #16755
- Extensive D-B bridge replacement experience, including four interstate widening projects

3.4.6 - Construction Management Team



MICHAEL JAMES EWELL | CONSTRUCTION MANAGER ([Michael's Resume](#))

- 40 years' experience (13 with Balfour Beatty) delivering complex bridges in the Carolinas and mid-Atlantic region
- Highly skilled in developing work plans around difficult access
- Record in delivering projects ahead of schedule and under budget (I-140 Wilmington Bypass (on time), Surf City Bridge (10 mos. early), Harkers Island (12 mos. early))

ADDITIONAL PRIMARY STAFF | In addition to our Key Individuals, the following experienced personnel will be instrumental to the success of this project.



JOSEPH ASHLEY WALLENFELSZ, PE
DEPUTY PROJECT MANAGER (MCLEAN)

18 years of experience
BS/ MS/ Civil Engineering | PE - VA, MD

- Extensive marine bridge and alternative delivery projects
- Served as DB Project Manager on Perquimans DB project
- BS in civil engineering and an MS in civil engineering



JACOB FREDERICK FINCH
DEPUTY CONSTRUCTION MGR. (MCLEAN)

13 years of experience
BS, Engineering/Management | EI

- Large JV marine bridge project experience, including Chesapeake Bay Bridge Deck Replacement Project and Harry Nice Bridge Replacement Project



SAMUEL HUBERT BLEVINS, JR.
DESIGN-BUILD COORDINATOR (MCLEAN)

39 years of experience
BS, Civil Engineering

- Extensive heavy civil marine construction experience
- Manages McLean's alternative delivery program
- Experience on large complex marine design-build projects



CHRISTOPHER ERIC JORDAN, PE, DBIA
DEPUTY LEAD DESIGN ENGINEER (RK&K)

32 years of experience | SC PE #31177
Former SCDOT Upstate Program Manager

- Thorough understanding of SCDOT's design review process, policies, and procedures
- SCDOT Design-Build experience



KELLY STAPLETON HAWKINS, PE
BRIDGE/SEISMIC ENGINEER (RK&K)

14 years of experience | SC PE #32015

- SCDOT structural design and design-build experience in compliance with AAHSTO, FHWA, & SCDOT criteria, specifications, and policies



GEORGE RANDALL MUNGO, PE
LEAD HYDRAULIC ENGINEER (RK&K)

35 years of experience | SC PE #19843; CEPSCI
Former SCDOT Hydraulic Design Support Engineer

- Water resources expert in drainage, erosion control, culvert and bridge survey reports, permit drawings, stormwater management, bridge backwater analyses, and scour analyses



MARK FRANKLIN ROBBINS, PE, DBIA
BRIDGE/SEISMIC ENGINEER (STV)

37 years of experience | SC PE #19573

- 24 years design-build experience including vessel impact and soil-structure interaction modeling



ZHUGANG (AMOS) LIU, PE
BRIDGE/SEISMIC ENGINEER (STV)

28 years of experience | SC PE #22733

- Seismic design, co-author of SCDOT Seismic Design Specifications for Highway Bridges



ERIC ROSCOE YATES, CSP, CHST
SAFETY MANAGER (BALFOUR)


14 years of experience | CSP-Certified

- Expertise in oversight of environmental, health, and safety plans
- Specialized safety certifications, including OSHA 500




3.5 PAST PERFORMANCE OF TEAM

3.5.1 Experience of Proposer's Team | Our Team maintains extensive experience designing and constructing major bridge replacements and high-volume interstate projects. In addition to our Work History Forms, this table demonstrates our qualifications from similar projects to manage, design, and construct this I-95 bridge project. This table also illustrates the extensive amount of projects we have delivered as a proven team.

<div><p><i>As individual firms and as a Team, the BB-MC JV Team brings to SCDOT and this project extensive experience designing and constructing similar bridge replacement projects.</i></p></div>			Work History Form	Delivery Method	Bridge over Water	Marine Environment	Interstate	On Time/ Budget	Demolition	Multiple Crews	Const. Mgmt.	Design Mgmt.	Roadway	Structures	Geotechnical	Drainage/E&SC	Traffic/MOT	Right-of-way	Utilities	Enviro./Permits	Public Involvement
Project		Project Features																			
Balfour Beatty (BB)	STV	NCDOT, Virginia Dare Bridge Croatan Sound	5.25- mile, 4-lane bridge, 268-spans		DBB	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓			✓	✓
		NCDOT, Harkers Island Bridge Over Intracoastal Waterway	3,200' bridge, 28-spans	✓	DBB	✓	✓		✓	✓	✓		✓	✓	✓	✓	✓		✓	✓	✓
		NCDOT, I-140 over Cape Fear River (Wilmington Bypass)	Twin 7,185' bridges, 58 spans		DBB	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓			✓	✓
		NCDOT, Surf City Bridge Over Intracoastal Waterway	3,773' bridge, 29-spans	✓	DBB	✓	✓		✓	✓	✓		✓	✓	✓	✓	✓		✓	✓	✓
		NCDOT, I-295 Fayetteville Outer Loop	5.73-mile freeway, interstate standards, three interchanges, and 14 bridges	✓	D-B	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
BB		TxDOT, Margaret Dermott Bridge over Trinity River	1,311', 340' high, 15-lane bridge, concrete pier-and-beam, cable-stayed, suspension arches		D-B	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
McLean (MC)		MDTA, New Harry Nice/Thomas Middleton Bridge	1.9 mile over the Potomac on US 301, 59 spans	✓	D-B	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓		✓		✓
		City of Chesapeake, Dominion Blvd Improvements	7 bridges featuring twin 5,262' bridges over Elizabeth River/Intracoastal Waterway,		DBB	✓	✓		✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓
		City of VA Beach, Lesner Bridge Replacement	Twin 1,575' segmental bridges over Lynnhaven Inlet, Drilled Shafts		DBB	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓		✓		✓
McLean	RK&K	NCDOT, Perquimans River Bridge Replacement	2,691' bridge with 196' warren through truss swing-span, 28 spans	✓	D-B	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
		NCDOT, US 13/US 158 over Chowan River	5 bridges, 1 rehabilitation, featuring 1,121' bridge over the Chowan River		D-B	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
RK&K		NCDOT, I-40 over Yadkin River	1,104', 8-span bridge, 3.8-mile interstate	✓	D-B	✓		✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
		NCDOT, NC 12 over Pamlico Sound	2.46-mile bridge, 107-spans		D-B	✓	✓		✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
		NAVFAC, Bridge over Northeast Creek	2,040' bridge, 16-spans		DBB	✓	✓		✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓



 <i>As individual firms and as a Team, the BB-MC JV Team brings to SCDOT and this project extensive experience designing and constructing similar bridge replacement projects.</i>			Work History Form	Delivery Method	Bridge over Water	Marine Environment	Interstate	On Time/ Budget	Demolition	Multiple Crews	Const. Mgmt..	Design Mgmt.	Roadway	Structures	Geotechnical	Drainage/E&SC	Traffic/MOT	Right-of-way	Utilities	Enviro./Permits	Public Involvement
Project		Project Features																			
MC	STV	I-64 HREL Segment 4C Bridges over the Hampton River	2 bridges (1,479' & 749'), one widening and rehab 2,775' long on I-64 heavily traveled corridor		D-B	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
STV		SCDOT, Fantasy Harbour Bridge over Intracoastal Waterway	1,800' bridge, 12-spans, main span 330'		DBB	✓	✓	✓				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
		SCDOT, Carolina Bays Parkway Extension over Intracoastal Waterway	3,632' bridge, 28-spans, main span 310'		DBB	✓	✓	✓				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
		SCDOT, SC 5 over Catawba River	1,745' bridge, 15-spans		DBB	✓		✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

3.5.2 Quality of Past Performance | As award winning firms, the BB-MC JV Team maintains a reputation for delivering quality work and we are committed to the success of this project. Neither BB-MC JV, nor any individuals or firms have been suspended, debarred, disqualified from bidding, or declared ineligible within the last five years. In addition to the confidence we have in our references provided in [Appendix H - Key Individual Reference Form and Contractor/Designer Reference Forms](#), the following further demonstrates our reputation and commitment to quality.

<p>Regional AGC Awards</p> <p><u>Consecutive Best Project Awards</u></p> <p>2024 Harkers Island Bridge Replacement Perquimans Bridge D-B</p> <p>2023 Harry Nice Bridge Replacement</p> <p>2020 US-17 Maysville Bypass</p> <p>2019 Surf City Bridge</p> <p>2018 I-140 Wilmington Bypass</p> <p>Balfour Beatty McLean</p>	<p>Impressive EMRs</p> <table border="1"> <thead> <tr> <th>Year</th> <th>BB</th> <th>MC</th> </tr> </thead> <tbody> <tr><td>2024</td><td>0.60</td><td>0.48</td></tr> <tr><td>2023</td><td>0.73</td><td>0.57</td></tr> <tr><td>2022</td><td>0.67</td><td>0.56</td></tr> <tr><td>2021</td><td>0.56</td><td>0.58</td></tr> <tr><td>2020</td><td>0.53</td><td>0.57</td></tr> <tr><td>2019</td><td>0.54</td><td>0.68</td></tr> <tr><td>2018</td><td>0.65</td><td>0.85</td></tr> <tr><td>2017</td><td>0.75</td><td>0.83</td></tr> <tr><td>2016</td><td>0.69</td><td>0.83</td></tr> <tr><td>2015</td><td>0.61</td><td>0.61</td></tr> </tbody> </table> <p>Balfour Beatty McLean</p>	Year	BB	MC	2024	0.60	0.48	2023	0.73	0.57	2022	0.67	0.56	2021	0.56	0.58	2020	0.53	0.57	2019	0.54	0.68	2018	0.65	0.85	2017	0.75	0.83	2016	0.69	0.83	2015	0.61	0.61	<p>Harry Nice Bridge ENR - Regional Best Project, DBIA - Project of the Year, ASCE - Outstanding Engineering Award</p> <p>BGE Key Crossing ACEC - Award of Excellence, PCI - Best Transportation Solution, ENR - Best Project</p> <p> McLean CarolinasAGC</p> <p>Engineering Excellence Awards SCDOT CLRB D-B 2020-1 NCDOT Perquimans Bridge D-B NCDOT NC 12 Rodanthe Bridge D-B NCDOT Triangle Parkway D-B NCDOT I-40 Widening D-B (2 projects) NCDOT I-73 / PTI D-B</p> <p>  </p>	<p>" Throughout the entire project Balfour Beatty management and staff were extremely accommodating. They went above and beyond by working with town officials to eliminate road closures as much as possible. They also provided updates multiple times a week and arranged meetings with town officials as needed to inform us of updates."</p> <p><i>~ Douglas C. Medlin, Former Mayor Surf City, NC</i></p> <p>" RK&K has been extremely responsive and never hesitates to reach out to the Department to help facilitate and expedite conflict resolution with any issue that arises. The bi-monthly and executive level meetings have helped work through issues that come up. Overall, the responsiveness of the team has been excellent."</p> <p><i>~ Michael Pitts, PE, Assoc. DBIA SCDOT CLRB 2020-1</i></p>
Year	BB	MC																																		
2024	0.60	0.48																																		
2023	0.73	0.57																																		
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2016	0.69	0.83																																		
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3.6 LEGAL AND FINANCIAL [\(Appendix D\)](#)


3.7 ORGANIZATIONAL CONFLICTS OF INTEREST [\(Appendix E\)](#)



Appendix A Key Individual Resume Forms



KEY INDIVIDUAL RESUME FORM

Brief Resume of Key Individual anticipated for the Project.		
a. Name & Title: Keith NMN Nixon, DBIA, Director, Business Acquisition		
b. Role of Key Individual for this Project: Project Manager		
c. Name of Firm with which you are now associated: Balfour Beatty Infrastructure, Inc. Balfour Beatty		
d. Years of Experience: With this Firm <u>25</u> Years With Other Firms <u>8</u> Years Firm 1: Balfour Beatty Infrastructure, Inc., Project Manager/Director: Keith has 33 years of experience managing heavy construction projects, including project management (since 2004), estimating and contractual matters on projects that exceed \$200 million. As a design-build project manager, Keith has the authority to commit all design and construction personnel, equipment, and financial resources required to effectively complete projects with an emphasis on safety, quality, and timeliness. He is the client's single point of contact and is responsible for all planning, design, construction, and contractual matters. 1999 to Present. Firm 2: Kier Construction Limited, Project Manager for Heavy Civil and Rail Projects. UK 1997 to 1999 Firm 3: AMEC Marine, Contracts Manager for Marine and Heavy Civils Projects. UK 1995 to 1997 Firm 4: Tarmac Construction, Project Engineer for Heavy Highway Projects. UK 1990 to 1995		
e. Education: Name & Location of Institution(s)/Degree(s)/Year(s)/Specialization(s): Robert Gordon University, Aberdeen, Scotland, UK / Bachelor of Science/1990/Quantity Surveying & Heavy Engineering		
f. Active Registrations: Year First Registered/State/Discipline/All Active Registration #s: 2022/DBIA OSHA 30 CAGC, AACE		
g. Document the extent and depth of your experience and qualifications relevant to the Project. <div style="border: 1px solid black; padding: 10px;"> <p><u>NCDOT US 70 Widening, James City, Craven County, NC Design Build</u></p> <p>Key Personnel Role: Design-Build Project Manager</p> <p>Experience with Current Firm: Yes</p> <p>Project/Assignment Duration: 2022-Present / 2022- Present</p> <p>Owner Contact Information: NCDOT, Malcolm Watson, PE, mcwatson@ncdot.gov, 919.707.6614</p> <p>Design/Construction Value: \$242.5 Million</p> <p>Project Description: Balfour Beatty is the Lead Contractor responsible for the upgrade 5.1 miles of US 70 from east of Thurman Road to the Neuse River Bridge in James City, NC. The project improves traffic flow, increases access to businesses, and enhances economic development.</p> <p>Keith's responsibilities as Design-Build Project Manager include managing the project through RFC design and through construction. This includes coordination and collaboration with the designer, major subcontractors, and suppliers for the project, managing the project CPM schedule, assembling the project budget, managing payments to the design team, and working with NCDOT to facilitate a smooth project startup. During this time Keith has mentored his replacement and if Balfour Beatty is successful on I-95 over Lake Marion he will transition all his US-70 responsibilities to that individual.</p> <p><u>NCDOT I-295 Fayetteville Outer Loop, Fayetteville, NC Design Build</u></p> <p>Key Personnel Role: Design-Build Project Manager</p> <p>Experience with Current Firm: Yes</p> <p>Project/Assignment Duration: 2017- 2024 (original scope) / 2017-Present</p> <p>Owner Contact Information: NCDOT, Mike Parker, PLS, jmparkerjr@ncdot.gov, 910.827.9680</p> <p>Design/Construction Value: \$129.7 Million (revised scope \$239 Million – NCDOT added Interstate I-95 Widening through change order)</p> <p>Project Description: Balfour Beatty served as the Lead Contractor responsible for a new freeway that was built in phases in Cumberland and Robeson counties. The project improved mobility and interstate access to Fort Bragg and Fayetteville, the state's sixth-largest city. The Balfour Beatty team designed and built Camden Road to I-95, a 6.1-mile segment of the Outer Loop. After completion, the loop will be known as Interstate 295 and transforms how people get around in the community and allows for new areas to develop. Traffic congestion was reduced by linking the roadways throughout the state of North Carolina.</p> </div>		



Keith's responsibilities as Design-Build Project Manager included managing the project through design and construction. This included coordination and collaboration with the designer, major subcontractors, and suppliers for the project, managing the project CPM schedule, assembling the project budget, managing payments to the design team, and working with NCDOT to facilitate a smooth project startup through the ROW and Utility Installations. Keith was instrumental in the negotiation and agreement to add 4-miles of I-95 interstate widening to the project scope, almost doubling the size of the project scope. Keith continues to be involved in I-295 in the executive support role.

NCDOT | I-140 Wilmington Bypass, Wilmington, NC

Key Personnel Role: Operations Manager / Project Executive
Experience with Current Firm: Yes
Project/Assignment Duration: 2013-2017 / 2013-2017
Owner Contact Information: NCDOT, Kevin Bowen, PE, kevin.bowen@volkert.com, 919.796.4024
Design/Construction Value: \$121.8 Million

Project Description: The Wilmington Bypass project extended the I-140 loop around Wilmington from US 421 to Cedar Hill Road, completing the bypass to create a route around the city instead of moving traffic through downtown. The Balfour Beatty team worked in multiple shifts to overcome strict in-water work windows and schedule constraints to deliver the bridge and roadway project on time. The project was three miles long, with 1.5 miles of new bridges and 1.5 miles of roadway. The Wilmington Bypass was recognized as the "Project of the Year" by the Pile Driving Contractors Association of America in 2016, and as "Best Project" in the Highway/Bridge category by ENR Southeast in 2018. Project was completed on time and under budget.



Keith's responsibility as Operations Manager included setting the project up for success by setting up the project management team, assembled and managed the CPM schedule, setting up all major subcontractors and suppliers for the project. During construction Keith supported the construction team in an executive role.

SCDOT | SC 170 Widening, Beaufort County, SC | Design-Build

Key Personnel Role: Design-Build Project Manager
Experience with Current Firm: Yes
Project/Assignment Duration: 2004-2006 / 2004-2006
Owner Contact Information: SCDOT, Charles R. Eleazer, PE, charles.eleazer@neel-schaffer.com, 803.315.2494
Design/Construction Value: \$89.1 Million






Project Description: Balfour Beatty was responsible for the construction of a new divided highway to alleviate traffic congestion and increase safety on a heavily traveled route to and from Hilton Head Island. Balfour Beatty self-performed all structural and foundations work on the project, which widened 12.5 miles of highway from two to

four lanes and replaced two bridges over the Broad and Chechessee Rivers with pre-stressed girder systems, selected for durability and low maintenance. The bridges were constructed on an alignment just south of the existing structures using temporary trestle bridges. The existing bridges remained in operation until the new bridge was opened to the traffic when the project was completed. Keith was responsible for close out work on the \$89 million SC 170 widening design-build contract for SCDOT. Close out work included re-grading slopes, seeding, erosion control, waterline installation for a local utility, reconstruction of the bridge drainage system, concrete patch work, bridge jacking, reconstructing bridge approaches, sheet pile retaining wall/settlement repairs, and installing new bearing assemblies. Keith continued to be responsible for the project in terms of warranty issues and repairs for the entire warranty period of ten (10) years.

- 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.

Keith is currently serving as Director of Business Acquisition and supports all of the Southeast Region's Alternative Delivery Projects. However, given the critical nature of I-95 over Lake Marion and in accordance with the RFQ if Balfour Beatty is successful in being awarded I-95, **Keith will relinquish all other responsibilities and focus ENTIRELY on I-95 over Lake Marion.** Keith will be on-site during all construction activities and will be available for weekly status meetings at the request of the SCDOT. For the duration of the contract, Keith will be dedicated solely to managing this Project, have no other assigned Project responsibilities, and will not be utilized on any other projects.

KEY INDIVIDUAL RESUME FORM

Brief Resume of Key Individual anticipated for the Project.		
a. Name & Title: David Bradley Peterson, PE, Director, Structures		
b. Role of Key Individual for this Project: Lead Design Engineer / Structural Engineer		
c. Name of Firm with which you are now associated: RK&K		
d. Years of Experience: With this Firm <u>19</u> Years With Other Firms <u>23</u> Years		
<p>Firm 1: RK&K, Director, Structures: David has 42 years of experience in project management, design, design-build, inspection, coordination, estimating, and personnel responsibilities for bridge and transportation projects. His work has included the structural design of short, medium, and long span steel, curved steel, concrete and prestressed concrete bridges (both grade separations and water crossings) for highway and transit projects for state DOTs, transit agencies and municipalities. 2005 to Present</p> <p>Firm 2: Parsons, Regional Manager: Responsible for all engineering projects within region. 1995 to 2005</p> <p>Firm 3: URS, Inc., Structures Manager: Managed engineering projects. 1990 to 1995</p> <p>Firm 4: HSM, Inc., Structures Engineer: Structural design and engineering. 1986 to 1990</p> <p>Firm 5: HNTB, Inc., Structures Engineer: Structural design and engineering. 1983 to 1986</p>		
e. Education: Name & Location of Institution(s)/Degree(s)/Year(s)/Specialization(s): Virginia Polytechnic Institute and State University/Blacksburg, Virginia/Bachelor of Science/1982/Civil Engineering		
f. Active Registrations: Year First Registered/State/Discipline/All Active Registration #s: 1995/SC/Civil/16755; 1991/NC/Civil/017428; 1989/VA/Civil/040219248; 2004/MD/Civil/31103; 1995/GA/Civil/22043; 1991/FL/Civil/44547; 1994/TN/Civil/31103		
g. Document the extent and depth of your experience and qualifications relevant to the Project.		
<p><u>NCDOT I-40 over the Yadkin River Design-Build, Davie & Forsyth Counties, NC</u></p> <p>Key Personnel Role: Structural Engineer/Manager</p> <p>Experience with Current Firm: Yes</p> <p>Project/Assignment Duration: 2017-2021 / 2017-2021</p> <p>Owner Contact Information: NCDOT, Malcolm Watson, PE, mcwatson@ncdot.gov, 919.707.6614</p> <p>Design/Construction Value: \$72.0 Million</p> <p>Project Description: RK&K served as the Lead Designer for the widening of 3.6 miles of I-40 to a six-lane divided facility with a major bridge crossing over the Yadkin River. The bridge was 1,104 foot long, 8-span structure constructed in three stages to minimize traffic impacts. The stages of the superstructure were linked through reinforced concrete deck closure pours to be continuous across the bridge width. The precast concrete girders were 78" precast Florida I-Beams that allow for longer than typical spans to minimize the total number of spans. The interior bents consisted of 30" and 24" diameter battered steel pipe pile bents with reinforced concrete caps on land and 4.5 ft diameter drilled shaft bents with reinforced concrete caps in the water way.</p> <p>David's responsibility as Structural Engineer/Manager included being responsible for all aspects of management, coordination, and oversight of this unique and publicly sensitive project. He was also responsible for the design and preparation of structure plans.</p> <div style="text-align: right;">  </div> <p><u>NCDOT US 17 Perquimans River Swing Bridge Design-Build, Perquimans Co., NC</u></p> <p>Key Personnel Role: Structural Engineer/Manager</p> <p>Experience with Current Firm: Yes</p> <p>Project/Assignment Duration: 2017-2022 / 2017-2022</p> <p>Owner Contact Information: NCDOT, David Stutts, PE, dstutts@ncdot.gov, 919.707.6442</p> <p>Design/Construction Value: \$57.0 Million</p> <p>Project Description: RK&K served as the Lead Designer for the widening of a portion of US 17 Business/NC 37 and the replacement of the historic swing bridge over the Perquimans River. The new 2,691-foot-long structure includes a swing span section over the navigational channel and bridging the adjacent earthen causeway. The includes 45" & 54" FIB prestressed concrete girder superstructure (1 span at 67 feet, 2 swing spans at 98 feet, 12 spans at 88 feet and 14 spans at 98 feet) on pile bents supported by concrete pile caps with 30" prestressed concrete piles. Interior bents were designed for a significant amount of scour (EL-28).</p> <div style="text-align: right;">  </div>		

David's responsibility as Structural Engineer/Manager included being responsible for all aspects of management, coordination, and oversight of this unique and publicly sensitive project. He was also responsible for the design and preparation of structure plans.

NCDOT | NC 12 – Rodanthe Bridge Design-Build, Dare County, NC

Key Personnel Role: Project Manager/Engineer of Record

Experience with Current Firm: Yes

Project/Assignment Duration: 2015-2022 / 2015-2022

Owner Contact Information: NCDOT, Byron T. Kyle, PE,
btKyle@ncdot.gov, 919.707.6621

Design/Construction Value: \$145.3 Million

Project Description: RK&K is serving as the Lead Designer for this bridge on NC 12 over the Pamlico Sound. This included a 12,987-foot-long bridge with 24" cored slabs and 45" & 72" FIB prestressed concrete girder superstructure (4 spans at 60 feet, 22 spans at 97.25 feet, 50 spans at 137 feet, 25 spans at 135.79 feet and 6 spans at 60 feet) on concrete pile bents supported by pile caps with 54" diameter cylinder prestressed concrete piles. The interior bents were designed for vessel impact load and an extreme scour event (EL- 52). David was also responsible for overall QA/QC for the other disciplines on this project.



David's responsibility as Project Manager included being responsible for all aspects of management, coordination, and oversight of this unique and publicly sensitive project. He was also responsible for the design and preparation of structure plans.

NCDOT | US 13/158 over the Chowan River Design-Build, Hertford & Gates Cos. NC

Key Personnel Role: Structural Engineer/Manger/Engineer of Record

Experience with Current Firm: Yes

Project/Assignment Duration: 2011-2017 / 2011-2017

Owner Contact Information: NCDOT, David Stutts, PE,
dstutts@ncdot.gov, 919.707.6442

Design/Construction Value: \$58.5 Million

Project Description: RK&K served as the Lead Designer for the widening of 7.1 miles of US 13/US 158 from US 158/NC 45 to the US 158 Bypass. In addition to this four-lane divided facility, the project included the design of a 1,121-foot long, 9-span major bridge crossing over the Chowan River and 84' long dual bridges over Buckhorn Creek.






David's responsibility as Structural Engineer included being responsible for all aspects of management, coordination, and oversight of this unique and publicly sensitive project. He was also responsible for the design and preparation of structure plans.

- 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.

David is not required to be onsite during construction. For the duration of the design phase, David will attend all routine project meetings in person, be primarily dedicated to design of the Project, and be available as needed by SCDOT.

KEY INDIVIDUAL RESUME FORM

Brief Resume of Key Individual anticipated for the Project.		
a. Name & Title: Michael James Ewell, Project Manager/Project Superintendent		
b. Role of Key Individual for this Project: Construction Manager		
c. Name of Firm with which you are now associated: Balfour Beatty Infrastructure, Inc.		
d. Years of Experience: With this Firm <u>13</u> Years With Other Firms <u>27</u> Years		
<p>Firm 1: Balfour Beatty Infrastructure, Inc., Project Manager/Project Superintendent: Mike has 40 years of experience in heavy construction as a Foreman, Superintendent, General Superintendent and Project Manager. He has the overall responsibility for the management of our preconstruction and construction efforts, quality, safety, contract compliance, and job performance. 2011 to Present.</p> <p>Mike has worked across all disciplines, including roadway, and particularly all aspects of bridge construction. His skills include pile driving, carpentry, concrete application, form systems, welding, heavy equipment operation, cranes, critical lifts, bid-well paving systems, heavy marine work, caisson installation, land development, concrete paving, sub grade construction, asphalt paving, borrow operations, production oversight, schedules, and budgeting costs.</p> <p>Firm 2: Skanska US Civil Southeast, Inc., Superintendent: Responsible for bridge construction. 1984 to 2011</p>		
e. Education: Name & Location of Institution(s)/Degree(s)/Year(s)/Specialization(s): Four-year trade apprenticeship		
f. Active Registrations: Year First Registered/State/Discipline/All Active Registration #s: Level 2 NCDOT Erosion Control Certified, CPR and first aid certified, NC Traffic Control Supervisor Certified, 30-hour OSHA		
g. Document the extent and depth of your experience and qualifications relevant to the Project.		
<p><u>NCDOT Harker's Island Bridge Replacement, Harker's Island, NC</u></p> <p>Key Personnel Role: Project Manager Experience with Current Firm: Yes Project/Assignment Duration: 2019-2024 / 2019-2024 Owner Contact Information: NCDOT, Brad McMannen, PE, btmcmannen@ncdot.gov, (252) 725-1617 Design/Construction Value: \$59.2 Million</p> <p>Project Description: Balfour Beatty was responsible for replacing bridge #73 that was constructed in 1969 and was structurally deficient, as well as the conversion of existing bridge into to a pedestrian bridge. The new 3,200,' 39' wide with a 45-foot vertical clearance for vessels in the Straits Waterway, is a fixed-span high-rise bridge utilizing both CFRP and GFRB designed to eliminate deterioration due to steel corrosion. The replacement bridge was constructed along a new alignment and included construction of the new bridge, construction of the bridge abutments and approaches which included new concrete sheet pile bulkheads at each end with embankment fill supported by mechanically stabilized earth wall (MSE) approaches, the demolition of the existing bridge structure. So far Project has won prestigious awards from ENR Southeast, Roads and Bridges Top 10 US, and Carolinas AGC.</p> <p>Mike's responsibility as Project Manager included all aspects of marine bridge construction. Project schedule was controlled by in-water work moratoriums. Mike was instrumental in developing and leading a schedule, motivating the team that resulted in the bridge being open to traffic 20 months early and the project being completed one year early.</p> <p><u>NCDOT Surf City/Topsail Island Bridge over Intercoastal Waterway, Topsail, NC</u></p> <p>Key Personnel Role: Project Manager Experience with Current Firm: Yes Project/Assignment Duration: 2017-2019 / 2017-2019 Owner Contact Information Manager: Trevor Carroll, PE, tcarroll@ncdot.gov, 910.465.8053 Design/Construction Value: \$57.8 Million</p> <p>Project Description: Balfour Beatty was responsible for replacing this existing 1954 steel truss swing-span bridge that was functionally obsolete and structurally deficient. The new fixed-span high-rise bridge meets current design standards and improves traffic flow to and from Topsail Island, a popular tourist</p>		
		
		

destination. The replacement bridge is constructed along a new alignment and is 4,000 feet in length and 53 feet wide with a 65-foot vertical clearance for vessels in the Intercoastal Waterway (ICW), eliminating vehicle and vessel traffic delays from the bridge opening and closing. Balfour Beatty overcame limited site access, weight restrictions on existing structures, annual fish moratorium restrictions by deploying temporary bridge access on both approaches, challenging weather conditions (including the aftermath of Hurricane Florence), and enormous tourist traffic. Balfour Beatty opened the new bridge 10 months ahead of schedule in November 2018 and the old bridge was successfully removed by March 2019. The project won the prestigious CAGC Pinnacle Award in 2020.

Mike's responsibility as Project Manager included all aspects of a marine bridge replacement of an existing bascule bridge connecting the mainland with the town of Surf City, scope includes demolition of existing bridge, approaches, utilities, drainage, coordinating MOT, and roadwork. Project schedule was completed ten months ahead of contract completion, earning the maximum early incentive.

NCDOT | I-140 Wilmington Bypass, Wilmington, NC

Key Personnel Role: Project Superintendent
Experience with Current Firm: Yes
Project/Assignment Duration: 2013-2017 / 2013-2017
Owner Contact Information: NCDOT, Kevin Bowen, PE, kevin.bowen@volkert.com, 919.796.4024
Design/Construction Value: \$121.8 Million

Project Description: Balfour Beatty was the Lead Contractor on Wilmington Bypass project extended the I-140 loop around Wilmington from US 421 to Cedar Hill Road, completing the bypass to create a route around the city instead of moving traffic through downtown. Mike led the Balfour Beatty team which worked in multiple shifts, working to overcome strict in-water work windows and schedule constraints to deliver the bridge and roadway project on time. The project was three miles long, with 1.5 miles of new bridges and 1.5 miles of roadway. The Wilmington Bypass was recognized as the "Project of the Year" by the Pile Driving Contractors Association of America in 2016, and as "Best Project" in the Highway/Bridge category by ENR Southeast in 2018.



Mike's responsibility as Project Superintendent leading all aspects of construction, directing foreman and crews, coordinating subcontractors, planning temporary works, traffic control, dealing with railroads, ordering materials, and quality control.

SCDOT | Replacement of Bridges on SC 917, Mullins, SC

Key Personnel Role: Project Superintendent
Experience with Current Firm: Yes
Project/Assignment Duration: 2010-2013 / 2013-2013
Owner Contact Information: SCDOT, Kyle Berry, PE, berrywk@scdot.org, 843.661.4710
Design/Construction Value: \$14 Million

Project Description: Project replaced two bridges on SC 917 and realigned the roadway to accommodate two new 9-span bridges which had both driven pile and drilled pier foundations, all work was carried out from temporary work bridges. The project scope included demolition of the existing bridges. The project used phased construction to allow unimpeded traffic for the public for the duration of the work. The bridges cross sensitive wetland areas and the Little Pee Dee River. Work was scheduled around in-water work moratoriums.



Mike's responsibility as Project Superintendent included leading and directing all field operations, traffic control, scheduling and coordinating subcontractors. The Project overcame several significant challenges, including storm events and the bankruptcy of the roadway subcontractor, which required Balfour Beatty to self-perform over 80% of the work scope. Despite the challenges the Project was finished on schedule.

- 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.

Mike is currently closing out the Harker's Island Project demobilization, which will be complete by November 2024. As Construction Manager for I-95, Mike will be on-site during all construction activities for the Project. For the duration of construction, Mike will attend weekly status meetings and be available at the request of the SCDOT.




Appendix B

Work History and Quality Forms



(Section 3.5.1)







WORK HISTORY AND QUALITY FORM – CONTRACTOR/DESIGNER
Lead Contractor – Balfour Beatty Infrastructure

a. Project Name, Delivery Method (DBB, DB, etc.), & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify Balfour Beatty’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 Balfour Beatty (in thousands)
Name: Harkers Island Bridge Replacement Project DBB Location: Harkers Island, North Carolina	Name: Balfour Beatty Infrastructure, Inc. – Lead Contractor	Name of Owner: NCDOT Project Manager: Brad McMannen, P.E. Phone: (252) 725-1617 Email: btmcmannen@ncdot.gov	Construction: 7/2024	\$59,250	\$59,250
g. Narrative describing the work performed by Balfour Beatty. If submitting work completed by an affiliated or subsidiary company of Balfour Beatty, identify the full legal name of the affiliate or subsidiary and their role on the Project.					
<div><div></div><div><p>Balfour Beatty was responsible for construction of the new NCDOT Harkers Island Bridge to replace existing bridge # 73, a bridge constructed in 1969 that was functionally obsolete and structurally deficient, as well as the conversion of bridge #96 to a pedestrian bridge. STV provided temporary works and crane trestle design. The new fixed-span high-rise bridge utilizes both CFRP and GFRB in an attempt to eliminate deterioration as a result of steel corrosion. The new structure creates a fixed link to the mainland for Island natives. The replacement bridge was constructed along a new alignment and is 3,200 feet in length and 39 feet wide with a 45-foot vertical clearance for vessels in the Straits Waterway. The existing bridge included a movable span that was prone to malfunction and in recent cases, stranded island natives on the island, and the new structure would eliminate vehicle and vessel traffic delays from the bridge opening and closing.</p><p>Scope: The project scope included construction of the new bridge, construction of the bridge abutments and approaches which included new concrete sheet pile bulkheads at each end with embankment fill supported by mechanically stabilized earth wall (MSE) approaches, the demolition of the existing bridge structure, and finally the conversion of the existing bridge #96 to a pedestrian bridge with a new parking area constructed at the approach to the old structure. Construction of the new bridge was facilitated using temporary work bridges spanning environmentally sensitive wetlands and eliminating the scheduling and access restraints typically associated with end-on construction.</p><ul style="list-style-type: none">Phase One included construction of the new 28-span bridge and the approaches including concrete sheet pile bulk heads and MSE embankment.In Phase Two, connecting the new bridge to the existing roadways was completed and traffic was switched over to the new bridge where the roadway was tied in.During Phase Three, Balfour Beatty removed the existing bridge #73 and converted the existing bridge #96 into a pedestrian bridge. A parking area was constructed in the footprint of the old bridge approach and tied into the adjacent Public Boat Ramp</div><div><p>3,200' long Harkers Island Bridge over the Intracoastal Waterway</p></div><div><p>Project Location Harkers Island, NC</p><p>Key Team Members Mike Ewell - Project Manager</p><p>Relevancy</p><ul style="list-style-type: none">✓ Bridge over waterway & wetlands construction✓ GFRP and CFRP Design✓ MOT strategies✓ Environmentally sensitive area management✓ Limited access & workspace✓ Temporary Work Bridge Trestle access✓ Staged Structure Demolition & Refurbishment<p>2024 ENR SE Award of Meritt</p><p>2024 Roads & Bridges No. 4 Bridge in the US</p><p>2024 Roads and Bridges Top 10</p><p>2024 CAGC Pinnacle Award</p></div></div>					
h. Self-Assessment. The information provided in this section should be a self-assessment of Balfour Beatty’s performance on the project to identify Balfour Beatty with firms or personnel that have successfully completed projects on time and on or under budget, and to identify Balfour Beatty’s record of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
<p>The Harkers Island Bridge finished one year ahead of schedule and the new bridge was opened one year ahead of schedule. The project finished under the original budget. The team worked through several major issues on the project in order to achieve this feat including the use of probing for the pile driving operation in lieu of “pre-drilling,” which saved the NCDOT a great deal of cost, but also sped up the project. The team was working with brand new materials in the CFRP and GFRP and mitigated the risks associated with this new project with clear communication and coordination with the designers and working through issues to find solutions such as a manufacturers limitation on the length of “bent” bars that forced the team to draw up all new rebar details adding splices to get the length needed. There were many other issues that were tackled, but the main focus was always on clear constant communication and transparent correspondence.</p>					
i. Quality Initiatives. Discuss Balfour Beatty’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 Team encountered anomalies with both the piles and the girders on the project as a result of the prestressing. The CFRP strand that was used reacted differently than the engineer of record had expected and in the case of the Girder, a new strand layout had to be produced after the first round of casting resulted in severe cracking and ultimately failure of the bottom flange. In the case of the piling, the cracking was less severe but resulted in a need to apply sealant. In both cases the Balfour Beatty team worked quickly to find a solution and get it approved, then quickly to execute the plan and get back on track. In the end, the NCDOT got a quality product, and the project stayed on (ahead of) schedule, which could have easily caused major delays. As a result, the project will finish with no claims to resolve.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, Balfour Beatty shall provide a detailed explanation below.					
N/A					




WORK HISTORY AND QUALITY FORM – CONTRACTOR/DESIGNER
Lead Contractor – Balfour Beatty Infrastructure

a. Project Name, Delivery Method (DBB, DB, etc.), & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify Balfour Beatty’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 Balfour Beatty (in thousands)
Name: Surf City/Top Sail Island Bridge Replacement - Bridge #16 (B-4929) DBB Location: Surf City, NC	Name: Balfour Beatty Infrastructure, Inc. – Lead Contractor	Name of Owner: NCDOT Project Manager: Trevor Carroll, P.E. Phone: (910) 465-8053 Email: tkcarroll@ncdot.gov	Construction: 12/2018	\$57,750	\$57,750
g. Narrative describing the work performed by Balfour Beatty. If submitting work completed by an affiliated or subsidiary company of Balfour Beatty, identify the full legal name of the affiliate or subsidiary and their role on the Project.					
<div><div></div><div><p>As the general contractor, Balfour Beatty was responsible for construction of the new NCDOT Surf City Bridge to replace an existing 1954 steel truss swing-span bridge that was functionally obsolete and structurally deficient. STV provided construction engineering and inspection. The new fixed-span high-rise bridge meets current design standards and improves traffic flow to and from Topsail Island, a popular tourist destination. The replacement bridge is constructed along a new alignment and is 4,000 feet in length and 53 feet wide with a 65-foot vertical clearance for vessels in the Intracoastal Waterway (ICW), eliminating vehicle and vessel traffic delays from the bridge opening and closing.</p><p>Scope: The project scope included construction of the new bridge, construction of two new roundabout intersections, mechanically stabilized earth wall (MSE) approaches, the relocation of existing water and sewer utilities, and the demolition of the existing truss bridge. Construction of the new bridge was facilitated using temporary work bridges spanning environmentally sensitive wetlands and eliminating the scheduling and access restraints typically associated with end-on construction.</p><ul style="list-style-type: none">• Phase One included construction of the new 29-span bridge, new roundabout intersections, MSE walls and approaches connecting the new bridge to the existing roadways on the mainland and the island.• In Phase Two, the roadways were tied-in, and traffic was switched over to the new bridge.• During Phase Three, Balfour Beatty removed the existing swing bridge, reduced the roads from three lanes to two, and added a new 10-foot-wide multi-use pedestrian path.</div><div><p>4,000’ long Surf City Bridge over the Intracoastal Waterway</p></div><div><p>Project Location Surf City, NC</p><p>Key Team Members Keith Nixon – Operations Manager Mike Ewell – Project Manager</p><p>Relevancy</p><ul style="list-style-type: none">✓ Bridge over waterway & wetlands construction✓ MOT strategies✓ Environmentally sensitive area management✓ Limited access & workspace✓ Temporary Work Bridge Trestle access✓ Staged Structure Demolition & Refurbishment<p>AGC - Pinnacle Award for Best Highway Project</p><p>ENR - SE Award of Merit</p></div></div>					
h. Self-Assessment. The information provided in this section should be a self-assessment of Balfour Beatty’s performance on the project to identify Balfour Beatty with firms or personnel that have successfully completed projects on time and on or under budget, and to identify Balfour Beatty’s record of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
The Surf City Bridge received the Pinnacle Award for 2019 Best Highway Project Over \$5M from the Carolinas AGC, and Engineering News Record (ENR) Southeast Award of Merit and 2019 Excellence in Safety Award. It received a Quality of Life/Community Development award in the Medium Category from AASHTO in 2020; a Most-Voted Project MOBI Award from NCDOT in 2019, which is a people’s favorite award for multi-modal transportation projects; and a Building Star Site Award from the North Carolina Department of Labor in 2019..					
i. Quality Initiatives. Discuss Balfour Beatty’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.					
Balfour Beatty delivered the new bridge 10 months ahead of schedule in November 2018 and the old bridge was successfully removed by March 2019, completing the contracted scope of work for NCDOT. Balfour Beatty overcame limited site access, weight restrictions on existing structures, annual fish moratorium restrictions by deploying temporary bridge access on both approaches, mobilized an entire additional drilled shaft operation, challenging weather conditions (including the aftermath of Hurricane Florence), and enormous tourist traffic..					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, Balfour Beatty shall provide a detailed explanation below.					
N/A					





WORK HISTORY AND QUALITY FORM – CONTRACTOR/DESIGNER
Lead Contractor – McLean Contracting Company (McLean)

a. Project Name, Delivery Method (DBB, DB, etc.), & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify McLean’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 McLean (in thousands)
Name: Harry W. Nice/Thomas “Mac” Middleton Bridge Replacement - Design-Build Location: Newburg, MD	Name: McLean Contracting Company – Contractor AECOM – Lead Designer RK&K – Lead Construction Management, Inspection, & Owner Support Services	Name of Owner: MD Transportation Authority Project Manager: Brian Wolfe, PE Phone: (443) 915-0851 Email: bwolfe3@mdta.state.md.us	3/17/2021 - Design 11/25/2024 – Construction 10/22/2022 – Bridge Opening	\$457,910	\$68,700
g. Narrative describing the work performed by McLean. If submitting work completed by an affiliated or subsidiary company of McLean, identify the full legal name of the affiliate or subsidiary and their role on the Project.					
<div><div><div></div><div><p>McLean was part of a joint venture design-build team. This project replaced the existing Harry W. Nice Bridge. The new bridge is a 1.9-mile, 61-foot wide, four-lane structure over the Potomac River with a main span that provides 135 feet of vertical and 250 feet of horizontal clearances over the major federal channel. The low-level approaches consist of 27 spans up to 150 feet in length with prestressed concrete PCEF-79 bulb-T girders supported on 36-inch prestressed concrete square pile bents. The high-level approaches consist of 29 spans up to 175 feet in length with prestressed concrete PCEF-95 bulb-T girder spans supported on concrete piers with 36- inch prestressed concrete square pile foundations. The main channel consists of a 3-span steel plate girder continuous span arrangement of 285’-350’- 285’. The plate girders are supported on concrete piers with 66-inch prestressed concrete cylinder pile foundations. Challenging geotechnical conditions lead to production pile lengths that ranged from 135 feet to over 190 feet long in the water. The test pile program featured 36-inch square concrete piles up to 206 feet long and 66-inch concrete cylinder piles up to 200 feet long. The high-level approaches and main span foundations utilized precast concrete tubs that were placed underwater and supported off the top of the piles to form the concrete foundations. Each of the two main channel piers are protected by a pier protection system consisting of a concrete ring supported on steel pipe piles. The new bridge was completed early and earned the full incentive for opening to traffic. The existing bridge demolition is now completed and the project is scheduled to be completed 14 days early on 12/17/2024.</p></div></div><div><div><p>Project Location Newburg, MD</p><p>Project Team Members Jake Finch – Superintendent Sam Blevins – Design Build Coordinator</p><p>Relevancy ✓ Design-Build Delivery ✓ Marine construction ✓ Large complex foundations ✓ Long concrete bulb-tee girder spans ✓ High-level bridge structure ✓ Temporary work trestles ✓ Work in challenging marine environment ✓ Demolition of existing bridge ✓ Construction over federal navigational channel ✓ Roadway & structure design ✓ Environmental/Natural Resources ✓ Traffic control ✓ Utility coordination and design</p><p>DBIA – MAR Project of the Year DBIA – National Award AGC – Contractors Award</p></div></div></div>					
h. Self-Assessment. The information provided in this section should be a self-assessment of McLean’s performance on the project to identify McLean’s with firms or personnel that have successfully completed projects on time and on or under budget, and to identify McLean’s record of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
McLean played a crucial role in the successful design-build team, significantly contributing to the project’s strong start by mobilizing marine cranes for the test pile program and other initial activities. This early momentum was maintained throughout the pile driving phase, setting the stage for a successful project. Besides cranes, barges, and tugboats, McLean provided essential staff members, including the Design Build Coordinator, General Superintendent, Superintendents, and Field Engineers, who were integral to the project’s success. A key milestone was the early opening of the new bridge to traffic, achieved 64 days ahead of schedule on 10/22/2022, with the project remaining under budget. Awarded on 1/24/2020, the project benefited from a proactive planning approach that fostered a collaborative environment among all JV partners. This award-winning project received the Mid-Atlantic Region DBIA Project of the Year and the National DBIA “National Award of Merit.”					
i. Quality Initiatives. Discuss McLean’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.					
The JV maintained a rigorous schedule of cost control and planning meetings throughout the project, which contributed to its success, enhanced quality, and ultimately benefited all stakeholders. Early involvement from all parties was encouraged to foster a collaborative environment. McLean follows a similar strategy on all projects through its quality initiative program, “The McLean Way.” This program establishes procedures for operational excellence, including cost control and tracking, prioritizing the mitigation and avoidance of potential change orders, and ensuring strict adherence to project schedules. These goals are achieved through regularly scheduled cost control, schedule, and risk/opportunity meetings with the entire project management team..					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, McLean shall provide a detailed explanation below.					
N/A					




WORK HISTORY AND QUALITY FORM – CONTRACTOR/DESIGNER
Lead Designer – Rummel, Klepper & Kahl, LLP (RK&K)

a. Project Name, Delivery Method (DBB, DB, etc.), & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify RK&K’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 RK&K (in thousands)
Name: I-40 over the Yadkin River Design-Build Location: Davie and Forsyth Counties, NC	Name: Flatiron Constructors, Inc. – Contractor RK&K – Lead Designer	Name of Owner: NCDOT Project Manager: Malcolm Watson, PE Phone: (919) 707-6614 Email: mcwatson@ncdot.gov	8/2018 - Design 11/2021 – Construction	\$72,000	\$5,319
g. Narrative describing the work performed by RK&K. Include the office location(s) where the design work was performed and whether RK&K was the lead designer or a sub-consultant.					
<div><div> </div><div><p>Performing design services from Raleigh, NC, RK&K served as the Lead Designer for the reconstruction and interstate widening of 3.8-miles of I-40 West of NC 801 in Davie County to East of SR 1101 in Forsyth County. I-40 was widened from a four-lane divided, to a six-lane facility with a minimum 26-foot median and continues to meet the 70-mph freeway design speed.</p><p>The project also included the design and construction of a single bridge over the Yadkin River and a pedestrian bridge over I-40. This eight-span, 1,104-foot-long bridge was constructed in three stages to to accommodate three 12-foot travel lanes with two 10-foot shoulders in each direction. This minimized traffic impacts and combined the east and west bound bridges into one structure. The existing Bert’s Way Bridge within the Town of Bermuda Run was reconstructed as a pedestrian bridge that crossed over the newly rehabilitated six-lane I-40. RK&K worked closely with the Town ensure the look of the new bridge fits in with the historic area.</p><p>There were many environmental and community impacts considered while designing the roadway improvements. The Team designed the Yadkin River Bridge to reduce impacts to the riverbanks and 100-year storm elevation, while keeping the river open for recreational use during construction. RK&K proposed a shift in the alignment of the roadway design eliminating impacts from the roadway widening to the Twin City Youth Soccer Association Property and the Win-Mock Farm Complex, a historic property on the south side of I-40 just west of the Yadkin River.</p><p>Careful design measures were implemented for traffic maintenance during project construction, as this section of I-40 regularly supports a high traffic volume, ADT 2017: 58,600 ADT 2037: 74,800. Careful coordination of MOT, roadway, structures, and hydraulics ensured that the project was completed safely with optimal constructability. The project was completed with minimal lane and ramp closures, keeping traffic moving during peak travel times.</p></div><div><p><i>1,104’ I-40 bridge over the Yadkin River</i></p></div><div><p>Design Location Raleigh, NC</p><p>Key Team Members David Peterson, PE – Structural Engineer</p><p>Relevancy</p><ul style="list-style-type: none">✓ Design-Build Delivery✓ Interstate widening✓ Freeway/Interstate/Complex MOT✓ Bridges/structures✓ Demolition of existing bridge✓ Limitations on in-water and over-water construction✓ Limited site access, use of causeway for 3-stage construction✓ Environmental Permitting✓ Right of Way Acquisition✓ Utility Conflicts</div></div>					
h. Self-Assessment. The information provided in this section should be a self-assessment of RK&K’s performance on the project to identify RK&K with firms or personnel that have successfully completed projects on time and on or under budget, and to identify RK&K’s record of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
<ul style="list-style-type: none">• The structure plans for the bridge over the Yadkin River were broken up into multiple submittals to provide plans to the contractor more efficiently during the various construction stages than could be achieved by submitting the entire set at once.• RK&K coordinated with the contractor to streamline the design process. We focused design efforts to fit with the contractors preferred design and construction methods.• RK&K responded to RFIs within 48 hours and collaborated with the contractor and NCDOT to find common solutions. For example, when a battered steel pipe pile walked outside the limits of an interior bent cap during driving, RK&K and the contractor worked together to produce alternative solutions and then presented the options to NCDOT. RK&K then performed engineering checks to verify the chosen alternative and issued revised RFC plans.					
i. Quality Initiatives. Discuss RK&K’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 team mentality between RK&K, the contractor, and NCDOT helped to solve problems, reduce costs, and provide a quality final product.</p> <ul style="list-style-type: none">• Quality initiatives, ATCs• Management <p>Weekly meetings between the contractor and the various design leads at RK&K were held during the design. These meetings continued monthly during construction after design was complete.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, RK&K shall provide a detailed explanation below.					
N/A					

WORK HISTORY AND QUALITY FORM – CONTRACTOR/DESIGNER
Lead Designer – Rummel, Klepper & Kahl, LLP (RK&K)

a. Project Name, Delivery Method (DBB, DB, etc.), & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify RK&K’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 RK&K (in thousands)
Name: Perquimans River Swing Span Bridge – Design-Build Location: Perquimans County, NC	Name: McLean Contracting – Design Builder RK&K – Lead Designer	Name of Owner: NCDOT Project Manager: Mr. David Stutts, PE Phone: (919) 707-6442 Email: dstutts@ncdot.gov	7/2019 – Design 8/2022 – Construction	\$59,154	\$7,500
g. Narrative describing the work performed by RK&K. Include the office location(s) where the design work was performed and whether RK&K was the lead designer or a sub-consultant.					
<div><div><div></div><div></div></div><div><p>Performing design services from Raleigh, NC, RK&K was the Lead Designer for the widening of a portion of US 17 Business/NC 37 and the replacement of the historic swing bridge over the Perquimans River. This project provides a direct and reliable route between the Towns of Hertford and Winfall. The new 2,691-foot-long structure includes a swing span section over the navigational channel and bridges the adjacent earthen causeway. Additionally, the team was responsible for the demolition and disposal of the existing bridge.</p><p>During the design-build selection process, RK&K received a technical score of 94% – the highest of all responding firms.</p><p>The structure is a 2,691-foot-long bridge with 45” & 54” FIB prestressed concrete girder superstructure (1 span at 67 feet, 2 swing spans at 98 feet , 12 spans at 88 feet and 14 spans at 98 feet) (29 total spans) on pile bents supported by concrete pile caps with 30” prestressed concrete piles. Interior bents were designed for a significant amount of scour (EL. -28). The project geology featured a shallow depth coastal marl layer that the piles had to be driven through to reach the minimum tip requirements. Once the piles were driven through the marl, the pile tips encountered weaker soils which required long piles to resist the lateral design force and strict pile driving criteria.</p></div></div> <div><div><p>Design Location Raleigh, NC</p><p>Key Team Members David Peterson, PE – Structural Engineer</p><p>Relevancy</p><ul style="list-style-type: none">✓ Design-Build delivery✓ Riverine environment✓ Demolition of existing bridge✓ Limitations on in-water and over-water construction✓ Limited site access, use of barges✓ Completed under accelerated schedule and within budget<p>ACEC Engineering Excellence Grand Award Winner</p><p>CAGC Construction Excellence Award</p></div></div>					
h. Self-Assessment. The information provided in this section should be a self-assessment of RK&K’s performance on the project to identify RK&K with firms or personnel that have successfully completed projects on time and on or under budget, and to identify RK&K’s record of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
<ul style="list-style-type: none">Utilized specialized subconsultant for swing-span and squads for superstructure and substructure design.This successful award-winning project was completed on time and within budget, creating a positive outcome for all stakeholders.					
i. Quality Initiatives. Discuss RK&K’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.					
<ul style="list-style-type: none">RK&K’s quality was demonstrated as this project did not include any claims, disputes, or litigation.Realigned bridge parallel to existing roadway/causeway to allow existing bridge to remain open for a longer period of time.Constant coordination with Sub to ensure no conflicts from swing span to fixed bridge.Utilized reusable aluminum bracing for overhang falsework to decrease time to set forms for deck pours.Held monthly team meetings during construction. Held weekly meetings during design, including separate structure weekly calls.					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, RK&K shall provide a detailed explanation below.					
N/A					

WORK HISTORY AND QUALITY FORM – CONTRACTOR/DESIGNER
Major Subconsultant – STV Incorporated (STV)

a. Project Name, Delivery Method (DBB, DB, etc.), & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify STV’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 STV (in thousands)
Name: I-295 Fayetteville Outer Loop: Camden Road to I-95 – Design-Build Location: Cumberland and Robeson Counties, NC	Name: Balfour Beatty Infrastructure – Contractor STV Engineers, Inc. – Lead Designer	Name of Owner: NCDOT Project Manager: Michael Parker, PLS Phone: (910) 827-9680 Email: jmparkerjr@ncdot.gov	Professional Services Complete May 2020 Original Scope Complete: June 2024	\$129,400	\$5,800
g. Narrative describing the work performed by STV. Include the office location(s) where the design work was performed and whether STV was the lead designer or a sub-consultant.					
<div><div><div></div><div><p>Performing design services from Charlotte, NC, STV served as the Lead Designer for the construction of 6.1-miles of I-295 South of Camden Road in Robeson County to I-95 in Cumberland County. I-295 is a four-lane divided facility with a minimum 46-foot median and continues to meet the 70-mph freeway design speed.</p><p>The project included the design and construction of four interchanges, 14 bridges including dual crossings over CSXT Railroad and Rockfish Creek.</p><p>Located along the North Carolina coastal area, on new location, there were many environmental features, right of way and geotechnical challenges to address to deliver a successful project. The Team design implemented four alternative technical concepts (ATC’s) which eliminated over 1.3 million cubic yards of borrow, 96 acres of right of way, 3 acres of wetland, 700 LF of jurisdictional stream impacts and 72,000SF of bridge deck.</p><p>The project required over 2 million cubic yards of borrow to construct the roadway embankments with available excess borrow sources on the east side of I-95.</p><p>Careful design measures were implemented for traffic maintenance during project construction, at the I-95 interchange which included the design of a conveyor system to move over 1.2 million cubic yards of earthwork over I-95, eliminating 109,000 dump trucks from interstate and local streets, significantly improving safety for the traveling public.</p><p>STV managed subconsultants including right of way acquisition services provided by a subconsultant.</p></div></div><div></div><div><p>Design Location Charlotte, NC</p><p>Key Team Members Keith Nixon – Design-Build Manager Mark Robbins, PE – Deputy Design Manager</p><p>Relevancy ✓ Design-Build Delivery ✓ Freeway/Interstate ✓ Bridges/structures ✓ Limitations on in-water and over-water construction ✓ Limited site access, use of temporary trestle at stream crossing ✓ Environmental Permitting ✓ Construction over active traffic ✓ Utility conflicts</p></div></div>					
h. Self-Assessment. The information provided in this section should be a self-assessment of STV’s performance on the project to identify STV with firms or personnel that have successfully completed projects on time and on or under budget, and to identify STV’s record of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
<ul style="list-style-type: none">• The structure plans for the bridge over Rockfish Creek were broken up into multiple submittals to provide plans to the contractor more efficiently during the various construction stages than could be achieved by submitting the entire set at once.• STV coordinated with the contractor to streamline the design process. We focused design efforts to fit with the contractors preferred design and construction methods.• STV responded to adjusting design hydraulic freeboard in response to a hurricane event and the corresponding site effects resulting from the storm. STV and the design builder worked together to produce alternative solutions for design details to minimize environmental impacts.					
i. Quality Initiatives. Discuss STV’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 team mentality and regularly scheduled meetings between STV, the contractor, and NCDOT helped to solve problems, reduce costs, and provide a quality final product.</p> <p>Weekly meetings between the contractor and the various design leads at STV were held during the design. These meetings continued monthly during construction after design was complete.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, STV shall provide a detailed explanation below.					
N/A					



Appendix C

Work History and Quality Forms

(Section 3.5.2)





Quality of Past Performance (Section 3.5.2)

Number	Question	Balfour Beatty	McLean	RK&K
3.5.2 (a)	Has the Lead Contractor or any member of the joint venture been declared delinquent or placed in default on any Project?	No	No	N/A
3.5.2 (b)	Has the Lead Contractor or any member of the joint venture submitted a claim on a project that was litigated? If litigated, explain the results.	No	No	N/A
3.5.2 (c)	Have any design-build projects or projects of similar scope been delayed more than 30 days such that liquidated damages were assessed?	No	No	No
3.5.2 (d)	Has the Lead Contractor been cited by OSHA for violations deemed serious, willful, or repeated?	No	No	N/A
3.5.2 (e)	Have any projects under contract with the Lead Contractor or any member of the joint venture been subject to remediation actions, stop work orders, or project delays in excess of 30 days as a result of Section 404/Section 401 permit violations?	No	No	N/A
3.5.2 (f)	Has an owner, a Lead Contractor, or any member of a joint venture pursued compensation from the Lead Designer due to errors and omissions?	No	No	Yes
3.5.2 (g)	Has the Lead Designer filed legal proceedings against the Lead Contractor, or vice versa, on a design-build contract?	No	No	No

In response to **3.5.2 (f)** above, RK&K offers the following response and provides details within Appendix C.

RK&K, Delaware River & Bay Authority (DRBA), Bridge 6	The owner and RK&K engaged in the dispute resolution process of the contract regarding alleged design errors and omissions. The parties were able to resolve this matter at mediation.
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WORK HISTORY AND QUALITY FORM – CONTRACTOR/DESIGNER

Lead Designer – Rummel, Klepper, & Kahl, LLP (RK&K)

a. Project Name & Location (City, State)	b. Name of lead responsible for the overall project design or construction	c. Contact information of the Client & their Project Manager who can verify RK&K’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 RK&K (in thousands)
Name: DRBA Bridge 6 Location: New Castle County, DE	Delaware River & Bay Authority	Name of Owner: Delaware River & Bay Authority Project Manager: David Hoppenjans Phone: 302-571-6300 Email: david.hoppenjans@drba.net	Construction: 02/2020 Professional Services: 12/2019	\$35,000	\$2,600
g. Narrative describing the work performed by RK&K. If submitting work completed by an affiliated or subsidiary company of RK&K, identify the full legal name of the affiliate or subsidiary and their role on the Project. Include the office location(s) where the design work was performed and whether RK&K was the lead designer or a sub-consultant.					
RK&K was the Lead Designer. The overall project intent was to add another lane to SB I-295. The design of Bridge 6 was a replacement and widening of the steel superstructure and concrete deck of the bridge with strengthening and widening of the existing concrete piers. The design was performed in RK&K’s Baltimore office.					
h. Self-Assessment. The information provided in this section should be a self-assessment of RK&K’s performance on the project to identify RK&K with firms or personnel that have successfully completed projects on time and on or under budget, and to identify Lead Designer that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
N/A					
i. Quality Initiatives. Discuss RK&K’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.					
N/A					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, RK&K shall provide a detailed explanation below.					
3.5.2 (f) Has an owner, a Lead Contractor, or any member of a joint venture pursued compensation from the Lead Designer due to errors and omissions? The owner and RK&K engaged in the dispute resolution process of the contract regarding alleged design errors and omissions. The parties were able to resolve this matter at mediation.					



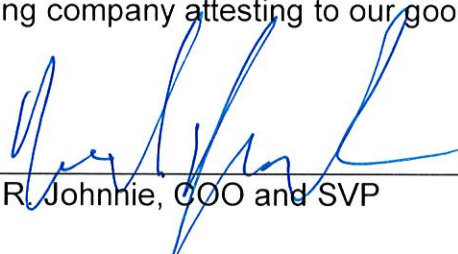
Appendix D Legal and Financial



3314 Jaeckle Drive, Unit 140
Wilmington NC 28403
910-452-1145

PROPOSER'S AFFIDAVIT OF FINANCIAL CAPACITY

Balfour Beatty Infrastructure, Inc. and McLean Contracting Company JV (BB-MC JV) have the financial capacity and resources necessary to complete the I-95 over Lake Marion Design Build Project in Clarendon and Orangeburg Counties as proposed herein. A letter from our bonding company attesting to our good standing and bonding capacity is attached.



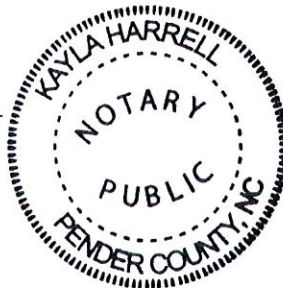
Mark R. Johnnie, COO and SVP

10-25-24

Subscribed and witnessed before me this 25th day of October 2024



Notary Public
Kayla Harrell
My Commission Expires
July 28, 2026





October 23, 2024

South Carolina Department of Transportation (SCDOT)
955 Park Street
P.O. Box 191
Columbia, SC 29201-3959

RE: Contractor: Balfour/McLean JV
RFQ: I-95 Bridge Replacement over Lake Marion Design-Build Project - Project ID: P041130 CLARENDON
AND ORANGEBURG COUNTIES

Balfour/McLean JV requests consideration to provide their services for the referenced project. In this regard, they have asked us to provide a letter outlining evidence of their bonding capacity.

A single 100% performance bond and single 100% payment bond shall be provided at the time specified in the RFP, regardless of any co-surety relationship.

The following sureties provide surety support to **Balfour/McLean JV**. Travelers Casualty and Surety Company of America with an A.M. Best Rating of A++ XV, Fidelity and Deposit Company of Maryland (a subsidiary of Zurich Financial Services Group) with an A.M. Best Rating of A+ XV, and Liberty Mutual Insurance Company with an A.M. Best Rating of A XV. Each of these sureties is admitted and licensed to do business in all fifty states and the District of Columbia.

This is to advise that as co-surety partners, we have approved bonds on individual projects in excess of \$600,000,000 with a total aggregate bond limit established at \$6,000,000,000.

Please understand that authorizations or approval of any bonds are subject to our standard underwriting at the time of the individual bond request, including a review of acceptable bond forms, contract financing, contract terms, and other standard underwriting considerations.

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

Sincerely,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Erin L. Kiernan
Attorney-in-Fact

3314 Jaeckle Drive, Unit 140
Wilmington NC 28403
910-452-1145

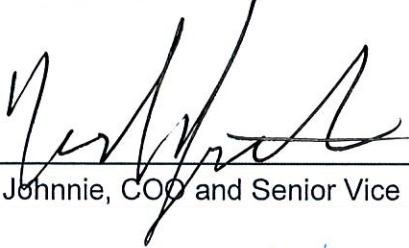
To Whom it May Concern

RE: Statement of Commitment and Signatory Authority

Please accept these statements on behalf of Balfour Beatty Infrastructure, Inc. and McLean Contracting Company

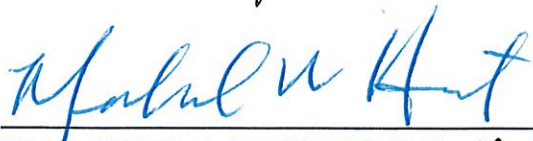
Balfour Beatty Infrastructure, Inc. and McLean Contracting Company have entered into a Teaming Agreement for the pursuit of the I-95 Over Lake Marion, Design Build Project in Clarendon and Orangeburg Counties and agreed to form an integrated Joint Venture upon award. The Joint Venture members are committed to the project and agree to be jointly and severally liable for the performance under the contract.

In accordance with the Teaming Agreement, Balfour Beatty Infrastructure, Inc. will hold the contractual signatory authority. In accordance with Balfour Beatty Infrastructure, Inc. corporate resolutions, available upon request, Mark R. Johnnie, Senior Vice President, is authorized to execute contractual documents on behalf of the Joint Venture for the project.



Mark R. Johnnie, COO and Senior Vice President, Balfour Beatty Infrastructure, Inc.

10/29/24



Michael W. Hart, President & CEO **McLean Contracting Co.**

11/4/2024

TEAMING AGREEMENT

THIS TEAMING AGREEMENT (the "Agreement") is entered into and made effective as of the 3 day of March, 2023, by and between Balfour Beatty Infrastructure, Inc., a Delaware Corporation ("BBII"), and McLean Contracting Company, an employee-owned company ("Teaming Partner"). Each Party may be referred to herein as a "Party" and may be referred to collectively as the "Parties."

WITNESSETH

WHEREAS, the South Carolina Department of Transportation (the "Client") has indicated that it intends to solicit proposals and ultimately to award a contract to design and construct the I-95 Bridge over Lake Marion (the "Project")

WHEREAS, the Parties have decided to act in cooperation with each other as a team (the "Team") to jointly pursue a contract with the Client for the Project (the "Work"); and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, it is hereby agreed as follows:

1. Relationship

- a. During the term of this Agreement the Parties shall be independent contractors, and no Party shall have the right or authority to act on behalf of any other, or to take any action which may bind any other Party, without such other Party's prior written consent. No Party is authorized to make commitments, representations, warranties or agreements, on behalf of any other Party, and the Parties each agree not to hold themselves out as having such authority.
- b. The Parties intend to create a joint venture, limited liability company or other Project specific entity (the "PSC") for proposing on and/or contracting for the Work, which shall be 60% owned by BBII (Managing Party), and 40 % owned by Mclean Contracting Company. The Parties' rights and responsibilities in connection with the PSC will be set forth in a limited liability company operating agreement, joint venture agreement, limited partnership agreement, consortium agreement or other similar agreement (the "PSC Agreement"). It is the intent of the Parties that the PSC Agreement will, to the extent practical, provide for decision making based on the unanimous consent of the Parties.
- c. The Parties each agree that their relationship to the others shall be exclusive with respect to the Work. No Party, or any Party's affiliates, shall submit a proposal, bid for the Work or any services relating to the Project (or any portion thereof), separately or with others, or take any action or make any agreements or representations that are in any way inconsistent with the Parties' agreement to jointly pursue the Work as provided in this Agreement. Should one or more of the Parties

decline to continue jointly pursuing the Work as part of the Team, the other Parties (but not the declining Party) shall have the right to continue to pursue the Work, by themselves or in combination with others.

- d. Additional members of the Team may be proposed by any Party, where the inclusion of the additional member adds demonstrable value to the Team's pursuit of the Work. Additional members may only be included upon unanimous consent of the Parties to their inclusion and the ownership percentage to be offered to the additional member. This Agreement shall be amended to add any new member as a Party (as well as the revised ownership percentages of the Parties).
- e. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, consortium or formal business entity of any kind, other than the PSC to be created by the Parties as provided above.
- f. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of the Parties, except as may be provided for in an executed PSC Agreement.

2. Proposal

- a. The Parties will work together in the preparation of any joint proposals in its pursuit of the Project (whether such proposal or submission is for purposes of qualification, to influence Client's solicitation, to obtain the Work or otherwise). All Parties must agree to any joint proposal or other submission for the Work before it is submitted.
- b. No Party shall submit any proposal on behalf of any other Party, or any proposal which expressly or by implication includes or contemplates the furnishing of goods or services or the taking of other actions by any other Party, without the written consent of the other Party.
- c. After submission of any joint proposal, the Parties will cooperate with each other in furnishing any additional information and data reasonably required to assist the Client in its evaluation of the proposal, and shall participate as reasonably required in any negotiations, presentations, additional submittals or other such activities.
- d. The Parties shall jointly conduct any presentations to and contract negotiations with the Client.
- e. Except as otherwise expressly provided in this Agreement, each Party shall bear all of its own risks and liabilities arising out of this Agreement, and each Party shall bear all of its own costs and expenses (including internal labor, travel and third-party costs). Third-party costs which benefit the Parties' joint efforts under this Agreement will be shared by the Parties in proportion to their ownership percentages as set forth in Section 1 (b) above. The Parties shall jointly develop a budget for third-party costs. The Parties hereby agree that BBII, acting as the

Managing Party of the Team, may issue monthly notices for cash calls to cover third-party expenses. At the first of the month, an estimate of that month's third-party expenses will be prepared and a request for cash will be issued to the Parties with payment due within 15 days. The first monthly request will include expenses incurred to date along with an estimate for the current month. On each subsequent cash request, the Managing Party will reconcile projected expenses to the actual expenses incurred during the preceding month(s), and adjust the current monthly request accordingly. This process will continue until all third-party expenses have been settled based on the final actual expenses incurred, with each Party bearing that share of the total third-party expenses proportionate to its ownership percentage as set forth in Section 1 (b) above.

- f. BBII's in-house proposal production and management costs and expenses, including but not limited to graphic production, printing, binding, transport and related labor, may be treated as third party costs if these services are needed, requested, and approved in advance by the Parties.
- g. During the pursuit of the Work, the Parties will have the following responsibilities:
 - BBII: Management and Production of the RFQ/RFP Document with support from the selected engineering partner.
 - McLean: Support and Production of the RFQ/RFP Document with support from the selected engineering partner.
- h. Unless otherwise agreed, all participation by any Party's affiliates or subsidiaries shall be included within such Party's existing ownership percentage. This Agreement will be binding upon any and all such affiliates or subsidiaries. The exclusivity and confidentiality provisions of this Agreement will apply to all subsidiaries and affiliates of the Parties, regardless of whether such affiliates or subsidiaries participate in the Team or otherwise in connection with the Project. Each Party shall be fully responsible to the other Parties for the acts and omissions of its affiliates and subsidiaries including, without limitation, any violations of the terms of this Agreement by such affiliates and subsidiaries.
- i. Notwithstanding the foregoing, or anything else in this Agreement to the contrary, each Party shall be solely responsible for the accuracy and completeness of any and all cost, pricing and other representations and certifications prepared by it and submitted in connection with any proposal, and each Party shall release, defend and indemnify the other Parties from and against any and all liability, loss or damage which may arise in connection with any such representations and certifications, except as may be otherwise provided in the executed PSC Agreement.
- j. Any stipend, honorarium or other such payment by the Client to the Team as a result of the Team not being awarded the Contract, shall be shared by the Parties in proportion to their ownership percentages as set forth in Section 1(b).

3. Formation of PSC and Execution of PSC Agreement

- a. Unless agreed otherwise in writing, before the Parties submit any binding proposal (or any letter of credit, bond, guaranty or other financial security) to the Client, accept any award, perform any Work or execute any contract for the Work, the Parties shall form the PSC and execute the PSC Agreement. The submittal of any such binding proposal, the acceptance of any such award, the performance of any such Work, and the execution of any such contract shall be done by the PSC. The PSC Agreement shall supersede this Agreement.
- b. The PSC Agreement will require the members to cross-indemnify each other from and against all costs, losses and liabilities arising from the indemnitor-member's gross negligence, intentional misconduct, and/or breach of fiduciary duty, as well as for any PSC costs, losses and liabilities borne by a member in excess of its responsibility therefore under the PSC Agreement. If mutually agreed by the Parties, the members will guarantee their performance under the PSC Agreement to the other member(s), including but not limited to such cross-indemnification obligations, with parent company guarantees from the members' ultimate parent companies.
- c. Each Party will provide any necessary bonding, guaranties, letters of credit and other financial security required by the Client in connection with the Work. To the extent possible, such security will be provided by the Parties in proportion to their ownership percentages as set forth in Section 1 (b) above. If mutually agreed by the Parties, the Parties' ultimate parent companies will cross indemnify each other to ensure that any liabilities in connection with such security will be shared consistently with the ownership and liability sharing of the Parties under the PSC Agreement.

4. Project Execution

- a. It is the intent of the Parties to execute the Work through the PSC, but the Work shall be performed on an integrated basis, with an integrated team and without attribution of specific portions of the Work to any particular Party, unless the Parties specifically so agree. The Parties' costs and expenses for execution of the Work shall be based on predefined and agreed rates and prices. All decisions regarding the Work shall be pursuant to the terms of the PSC Agreement.
- b. Unless and until the Parties execute the PSC Agreement or agree otherwise, and except as otherwise set forth herein, the costs and expenses of executing the Work shall be shared by the Parties in proportion to their ownership percentages as set forth in Section 1 (b) above. If a Party designates an affiliate entity to perform all or a portion of its obligations, the Party shall remain fully responsible for all such obligations as if they had been performed by the Party itself.
- c. BBII will lead the Team, provide the PSC's project manager, and act as the

managing member of the PSC. The remainder of the PSC's project execution personnel will be an integrated team with staff provided by the Parties on a "best for PSC" basis.

- d. BBII shall be entitled to a management fee (as defined in Exhibit 1) for its role as managing member of the PSC in an amount equal to 0.3% of the contract amount awarded to the PSC, as a fixed percentage fee. The fee shall be payable in equal monthly payments at regular intervals during the scheduled execution of the Project.

5. Confidential Information

- a. Each of the Parties, to the extent of their respective rights and abilities to do so, shall exchange such information and data as are reasonably required of each to perform its part of this joint effort, subject to any confidentiality obligations to third parties. Each Party agrees to keep in confidence and to use the same degree of care as it uses with respect to its own confidential information to prevent the disclosure to third parties of all confidential and trade secret information and other data ("Confidential Data") received from any Party under this Agreement, if such Confidential Data is disclosed in writing and designated by an appropriate stamp or legend by the disclosing Party to be of a proprietary nature. Confidential Data received by any Party from any other shall be used only for purposes relating to the joint pursuit of the Work and providing assistance to the pursuit of the Work hereunder. Such restrictions shall not apply, however, to the extent such Confidential Data: (a) was in the public domain at the time of disclosure or later comes into the public domain; or (b) was known to the receiving Party at the time of disclosure; or (c) is authorized for disclosure by the written approval of the transmitting Party; or (d) is obtained by the receiving Party from a third party without restrictions as to the use or disclosure of the Confidential Data; or (e) is independently developed by the receiving Party without recourse to any Confidential Data provided under this Agreement; or (f) is required by law to be disclosed. The foregoing restrictions shall cease to apply upon the expiration of three (3) years from the date of disclosure of such Confidential Data hereunder or termination of this Agreement with respect to the recipient, whichever is later.
- b. Confidential Data may be disclosed in confidence to appropriate Client representatives for proposal evaluation purposes and may be used in connection with the submission of a proposal hereunder. Upon execution of a PSC Agreement, the terms thereof shall govern with respect to subsequent use or disclosure of Confidential Data. Otherwise, the terms of this Agreement shall continue as provide herein.
- c. Upon termination of this Agreement, Confidential Data shall be promptly returned to the disclosing Party upon request. All Confidential Data furnished hereunder may be destroyed by the custodian of such Confidential Data thirty (30) days following termination of this Agreement, if the return of such Confidential Data is not requested prior to such destruction. The recipient of any Confidential Data under

this Agreement may retain, in its law or patent department files, one copy of Confidential Data transmitted pursuant to this Agreement solely for purposes of determining compliance with this Agreement. It is agreed that no license to any patents or other intellectual property of any Party is granted by this Agreement or by any discussions or by the disclosure of any Confidential Data hereunder.

- d. Each Party shall designate in writing one or more individuals within its organization as the only person(s) authorized to receive Confidential Data exchanged between the Parties. Any proposal submitted hereunder and the pages relating thereto which contain Confidential Data shall bear a restrictive legend acceptable to all Parties.
- e. Inventions made by employees of any Party shall be owned by the Party employing the inventor(s). Inventions made jointly by employees of two Parties during the term of this Agreement shall be assigned to the Party with respect to whose product line or services the invention most closely relates, and the filing and prosecution of any patent applications on such inventions shall be at such Party's expense. The other Parties shall have an irrevocable royalty-free license with the right to sublicense its clients, to practice such jointly made inventions throughout the world.

6. Termination of Agreement

- a. Unless extended by mutual written agreement of the Parties, this Agreement shall automatically expire upon the happening of any of the following events, whichever shall first occur:
 - (i) Mutual agreement between the Parties;
 - (ii) Elapse of three (3) years from the date of this Agreement without the award to the Team by the Client for the Project; provided, however, that if a Proposal has been submitted and is under consideration by the Client upon the expiration of such period, this Agreement shall continue in full force and effect until terminated by one of the other conditions;
 - (iii) Award of the Project or the Work by the Client to an entity or team other than the Team;
 - (iv) Determination by the Client that it will not award the Project or Work by reason of cancellation of the solicitation or other official Client action;
 - (v) Subject to Section 6(c) below, thirty (30) days written notice of any Party;
 - (vi) Execution of the PSC Agreement.
- b. The Parties hereto agree that the provisions hereof which, by their nature, are

intended to survive termination of this Agreement (including, without limitation, any indemnities and any releases from, assumptions of and limitations on liability), shall continue in full force and effect in accordance with the terms hereof.

- c. No termination shall be allowed under Section 6(a)(v) above after the Parties have submitted any binding Proposal (or any letter of credit, bond, guaranty, or other financial security), accepted any award from the Client, performed any services for the Client, or executed any Contract for the Project, or any aspect thereof. In the event of a termination pursuant to Section 6(a)(v), the terminating Party will continue to be subject to the exclusivity and confidentiality restrictions set forth in this Agreement. The terminating Party shall continue to participate in the sharing of third-party costs (as set forth in Section 2(e) above) with respect to costs incurred prior to the termination, but shall not be entitled to receive any portion of any stipend, honorarium or any success fee or other payment to the Team by the Client. In the event of a termination pursuant to Section 6(a)(v), this Agreement shall continue in full force and effect with respect to the non-terminating Parties.

7. Miscellaneous

- a. Any publicity or advertising in connection with work or services to be performed as a result of this Agreement shall not be released by any Party if such release mentions the name of any other Party without the prior written consent of such other Party. No Party shall unreasonably withhold such consent.
- b. The Parties agree that governmental agencies may compel disclosure of this Agreement.
- c. This Agreement shall be governed by and interpreted under the laws of the State of North Carolina, without regard to its provisions concerning conflicts of laws.
- d. This Agreement contains the entire agreement between the Parties and supersedes any prior or contemporaneous oral or written agreements, commitments, understandings or communications with respect to the subject matter hereof.
- e. No Party may assign its rights or responsibilities under this Agreement to any entity other than their affiliates or subsidiaries, without the prior written consent of the other Parties. Notwithstanding such consent, the assigning Party shall remain responsible for the performance of the applicable terms of this Agreement by its assignee, unless otherwise agreed at the time of such assignment. The Parties agree to look solely to each other with respect to performance of this Agreement.
- f. No subsequent modification of this Agreement shall be binding upon the Parties unless reduced to writing and signed by an authorized officer of the Party sought to be bound thereby.
- g. The failure of any Party to enforce at any time any of the provisions of this

Agreement, or to require at any time performance by any other Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part thereof, or the right of any Party thereafter to enforce each and every provision.

- h. In no event shall any Party have any obligation or liability to any other nor shall any remedy be available to any Party, except as expressly written herein. Limitations on liability, indemnities and releases set forth in this Agreement shall apply even in the event of fault, negligence or strict liability on the part of the Party indemnified, released, or whose liability is limited.
- i. Neither Party shall be liable to the other Party for any indirect, incidental, special or consequential damages, including but not limited to loss of profits, lost revenues, cost of capital, lost business opportunity, loss of use or business interruption, however caused, whether arising from breach of contract, tort (including negligence) or pursuant to other legal theory, except as a result of breach of the exclusivity obligations set forth in Section 1(b) or the Confidentiality obligations in Section 5.
- j. The Parties agree that no part of any monies paid in connection with the PSC Agreement, or in any other manner in connection with this Agreement, shall be paid directly or indirectly to any agent, official or employee of any government or political party or to a candidate for political office. The Parties agree that this Agreement may be subject to public scrutiny and that the Parties may be required to furnish information concerning this Agreement in filings with governmental authorities.
- k. The Parties will jointly agree upon a safety and ethics program for the PSC, which will not be less rigorous than the safety and ethics standards employed by any Member. The PSC's programs will utilize the most effective aspects of each Member's programs and will be mutually agreed upon.
- l. Ownership of Work Products. Except for confidential data provided by one Party to the other pursuant to the provisions of this Agreement, the Parties shall have joint ownership in Work Product developed for this Project by the Team, and shall use same only in connection with this Project. Such jointly owned rights include intellectual property rights in all documents, drawings, specifications, electronic data and information (hereinafter "Work Products") prepared, provided or procured by the Parties or their consultants for this Project. Such rights shall include all rights under copyright and trade secret.
- m. Non-Solicitation. Neither party hereto shall solicit for employment an employee of the other without such employer's written consent during the term of this Agreement, and for one year following its termination.; provided that, the foregoing shall not be deemed to prohibit either Party or a subsidiary of such Party from (a) making a general, public solicitation of employment in the ordinary course of such

Party's or any subsidiary or affiliated entity's business, provided that such solicitation is not directed specifically to employees of the other Party, or (b) hiring a person who approaches such Party.

- n. In the event that the Parties are unable to reach agreement, or in the event of a dispute regarding any matter covered by this Agreement, all matters at issue shall be referred to the appropriate senior officers of the Parties for resolution. In the event the Parties are unable to resolve any such matter within thirty (30) days after such referral, disputes shall be resolved by litigation in North Carolina to the court sitting without a jury, and each Party hereto waives any claim or right to a trial by jury with respect to disputes between the Parties hereto, relating to this Agreement.
- o. Headings and titles of articles, sections and other parts and subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement.
- p. This Agreement may be executed in one or more counterparts. Any single counterpart or combination of counterparts executed by all Parties will constitute a full, complete and binding agreement. Counterparts may be executed and delivered in original form, via facsimile or electronic scan or PDF file type.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be duly executed on the day and year first above written.

BALFOUR BEATTY INFRASTRUCTURE, INC

BY: 

NAME PRINTED: Mark Johnnie

TITLE: Vice President & Region Manager

DATE: 3-3-2009

McLean Contracting Company

BY: 

NAME PRINTED: Michael Hart

TITLE: President & CEO

DATE: 3/2/2023

EXHIBIT 1

MANAGING MEMBER/PARTNER COSTS

Cost Category	Covered in Management Fee	Billable to Company/JV
Employee Compensation, Taxes, Benefits, Travel Expenses, Relocation Expenses, Personnel Placement Fees		
Home-office based personnel associated with the following functional support: Safety Labor Relations Human Resources Project Audit Information Systems (excluding special software development requirements and requests), Legal* Risk Insurance Tax	X	
Site-based executives, key personnel and staff while devoted to Company/JV responsibilities		X
Home-office based personnel associated with the following functional support (excluding functions listed in the paragraph above and executives): Accounting and Administration Payroll Services Procurement (Compliance Support) Specialized Engineering and Construction Other Functions	X	
Claims Management/Litigation Support		X
Project-Specific Software Development		X
Systems (software, hardware and connectivity)		
Software as used by Managing Member/Partner on its own projects	X	
Other software and software development requirements or requests		X
Hardware for home-office based personnel	X	

Hardware for site-based personnel		X
Connectivity at home office	X	
Connectivity at site		X
Other connectivity and communications		X
Office Expenses		
Use of home office equipment, supplies and facilities	X	
Use of site office equipment, supplies and facilities		X
Company/JV stationary, business cards, etc		X
Phone charges originating from home office	X	
Phone charges originating from site		X
Postage, shipping and courier expense from home office	X	
Postage, shipping and courier expense from site		X
Training Programs and Materials		
Standard Managing Member/Partner programs	X	
Third party programs and special development		X
Bank Charges on Company/JV Accounts		X
Company/JV accounts		X
Third Party Expenses incurred in providing support to the Company/JV (e.g. outsourced field personnel payroll processing)		X
Company/JV Insurance Premiums and Deductibles		X

Notes:

Consultation with Managing Member/Partner counsel is subject to counsel's determination that no conflicts exist relative to the ongoing representation of the Managing Member/Partner.

McLean will provide an internal rate for Shugart barges and equipment for the Joint Venture use. McLean reserves the right to rent/lease/sell Shugart sectional barges to 3rd parties that may contact them during the pursuit.

Appendix E

Organizational Conflicts of Interest



DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

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

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

Attach additional sheets as necessary.

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

Signature

Print Name

Company

Date

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

Name

Phone

Company

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

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

 X Determined that no potential organizational conflict of interest exists.

 Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

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

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



Signature

11/4/2024
Date

Michael W. Hart
Print Name

McLean Contracting Company
Company

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

Name

Phone

Company

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

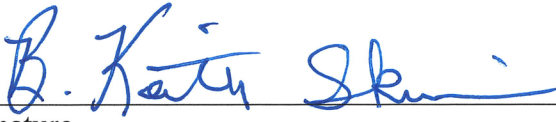
PROPOSER hereby indicates that it has, to the best of its knowledge and belief has:

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

Attach additional sheets as necessary.

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

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



Signature

November 1, 2024

Date

B. Keith Skinner, PE - Partner

Print Name

Rummel, Klepper & Khal, LLP

Company

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

Name

Phone

Company

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

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

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

Attach additional sheets as necessary.

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

Signature

Print Name

Company

Date

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

Name

Phone

Company

Company

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

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

 X Determined that no potential organizational conflict of interest exists.

 Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

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

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



Signature

10/30/2024
Date

George F Ellis, Executive Vice President

Print Name

Crowder Construction Company

Company

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

Name

Phone

Company

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

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

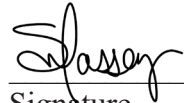
☒ Determined that no potential organizational conflict of interest exists.

☐ Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

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

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



Signature

October 23, 2024

Date

Summer Massey

Print Name

Freehold Focus, LLC

Company

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

Name

Phone

Company

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

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

☒ Determined that no potential organizational conflict of interest exists.

☐ Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

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

Matthew Silveston

Signature

October 30, 2024

Date

Matthew Silveston

Print Name

Insight Group, LLC

Company

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

Name

Phone

Company

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

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

 x Determined that no potential organizational conflict of interest exists.

 Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

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

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

Jennifer Stewart-President
Signature

10/30/2024
Date

Jennifer A Stewart-President
Print Name

Mid-Atlantic Drilling, Inc.
Company

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

Name

Phone

Company

Company

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

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

 X Determined that no potential organizational conflict of interest exists.

 Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

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

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

Patrick A Smith

Digitally signed by Patrick A Smith
DN: C=US, E=psmith@sam.biz,
O="Surveying And Mapping, LLC",
OU=Executive, CN=Patrick A Smith
Date: 2024.10.29 10:13:12-05'00'

10/29/2024

Signature

Date

Patrick A. Smith

Print Name

Surveying and Mapping, LLC

Company

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

Name

Phone

Company

Appendix F

Confidential or Proprietary Information Summary List





Appendix F - Confidential or Proprietary Information Summary List

Balfour Beatty, Infrastructure, Inc., McLean Contracting Company (BB-MC JV), and Lead Designer Rummel, Klepper & Kahl, LLP do not hold any of the information in this submittal as confidential or proprietary.



Appendix G Addendum Receipt Forms





South Carolina
Department of Transportation

NOTICE TO PROPOSERS

I-95 over Lake Marion

Design-Build Project - Project ID P041130
Clarendon and Orangeburg Counties

October 10, 2024

NOTICE TO PROPOSERS - Enclosed is **Addendum 1** to the Request for Qualifications (RFQ) for the I-95 over Lake Marion Design-Build Project. The information provided in this notice and the addendum shall be made part of the 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:

- 7.9 Revised list of teams with conflict of interest





South Carolina
Department of Transportation

NOTICE OF RECEIPT

I-95 over Lake Marion

Design-Build Project - Project ID P041130
Clarendon and Orangeburg Counties

Addendum 1

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

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

Confirmation Statement:

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


PROPOSER's Signature

10-29-22
Date

MARK JONNALIE
Printed Name

For: BB-MC JV
Design-Build Team Name





South Carolina
Department of Transportation

NOTICE TO PROPOSERS

I-95 over Lake Marion

Design-Build Project - Project ID P041130

Clarendon and Orangeburg Counties

October 22, 2024

NOTICE TO PROPOSERS - Enclosed is **Addendum 2** to the Request for Qualifications (RFQ) for the I-95 over Lake Marion Design-Build Project. The information provided in this notice and the addendum shall be made part of the contract documents.

The **yellow** highlights identify the revisions associated with Addendum 1. The **green** highlights identify the revisions associated with Addendum 2.

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 2.7 – Revised to add time for submittal of SOQs
- Section 7.9 – Revised list of teams with conflict of interest





South Carolina
Department of Transportation

NOTICE OF RECEIPT

I-95 over Lake Marion

Design-Build Project - Project ID P041130
Clarendon and Orangeburg Counties

Addendum 2

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

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

Confirmation Statement:

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



PROPOSER's Signature

Date

10/29/24

MARK J. MORRIS

Printed Name

For: BB-MCTV
Design-Build Team Name





Appendix H

Key Individual and Contractor/Designer Reference Forms



Email	First Name	Last Name	Key Individual Name	Project Name	Role of Key Individual	Team
References from 3.3.1 - Not shown in Work History						
tkcarroll@ncdot.gov	Trevor	Carroll	Mike Ewell	Surf City Bridge Replacement	Construction Manager	Balfour Beatty/STV
rmidgett@ncdot.gov	Randy	Midgett	David Peterson	Perquimans River Bridge Replacement - D-B	Structural Engineer/Mgr.	McLean/RK&K
jmparkerjr@ncdot.gov	Mike	Parker	Keith Nixon	I-295 Fayetteville Outer Loop D-B	DB Project Manager	Balfour Beatty/STV
rmidgett@ncdot.gov	Randy	Midgett	Keith Nixon	Virginia Dare Memorial Bridge	Project Engineer	Balfour Beatty/McLean/STV
rmidgett@ncdot.gov	Randy	Midgett	David Peterson	US 13/US 158 Bridge over the Chowan River - D-B	Structural Engineer/Mgr.	McLean/RK&K
remccollum@ncdot.gov	Ron	McCollum	David Peterson	NC 540 Triangle Expressway	Structural Engineer/Mgr.	RK&K/STV
ttmcfadden@ncdot.gov	Tim	McFadden	David Peterson	I-85 / I-485 Turbine Interchange D-B	Structural Engineer/Mgr.	STV/RK&K
References from Key Individual Resume Forms						
mcwatson@ncdot.gov	Malcolm	Watson	Keith Nixon	US 70 Widening, James City Design Build	D-B Project Manager	Balfour Beatty/STV
jmparkerjr@ncdot.gov	Mike	Parker	Keith Nixon	I-295 Fayetteville Outer Loop Design-Build	D-B Project Manager	Balfour Beatty/STV
kevin.bowen@volkert.com	Kevin	Bowen	Keith Nixon	I-140 Wilmington Bypass Design-Build	Operations Manager	Balfour Beatty/STV
charles.eleazer@neel-schaffer.com	Charles	Eleazer	Keith Nixon	SC 170 Widening Design-Build	D-B Project Manager	Balfour Beatty/STV
mcwatson@ncdot.gov	Malcolm	Watson	David Peterson	I-40 over the Yadkin River Design-Build	Structural Engineer/Mgr.	Flatiron/Blythe/RK&K
dstutts@ncdot.gov	David	Stutts	David Peterson	US 17 Perquimans River Swing Bridge Design-Build	Structural Engineer/Mgr	McLean/RK&K
btKyle@ncdot.gov	Byron	Kyle	David Peterson	NC 12 - Rodanthe Bridge Design-Build	PM / Engineer of Record	Flatiron/RK&K
dstutts@ncdot.gov	David	Stutts	David Peterson	US 13/158 over the Chowan River Design-Build	Structural Engineer / Mgr/Engineer of Record	Branch Civil/McLean/RK&K
btmcmannen@ncdot.gov	Brad	Mcmannen	Mike Ewell	Harkers Island Bridge Replacement	Project Manager	Balfour Beatty/STV
tkcarroll@ncdot.gov	Trevor	Carroll	Mike Ewell	Surf City Bridge Replacement	Project Manager	Balfour Beatty/STV
kevin.bowen@volkert.com	Kevin	Bowen	Mike Ewell	I-140 Wilmington Bypass Design-Build	Project Superintendent	Balfour Beatty/STV
berrywk@scdot.org	Kyle	Berry	Mike Ewell	Replacement of Bridges on SC 917, Mullins, SC	Project Superintendent	Balfour Beatty



[illegible]

Appendix I

Unique Entity ID Documentation (N/A)





3314 Jaeckle Drive
Wilmington, NC 28403

 910.452.1145  balfourbeatty.com

Balfour Beatty **McLean** | **RK&K**