



I-26 at I-95 Interchange Improvement





Design-Build Project

Project ID P036877

Dorchester and Orangeburg Counties, SC

January 30, 2023



*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.
To return to your previous location,
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Narrative





3.2 INTRODUCTION

3.2.1 Contracting Entity | 3.2.2 Points of Contact | 3.2.3 Full Legal Name of Lead

Contractor & Lead Designer | Branch Civil, Inc. (Branch) and Reeves Construction Company

(Reeves) have combined resources and expertise to form a fully integrated joint venture: **Branch Civil, Inc. - Reeves Construction Company-Joint Venture (Branch-Reeves JV)**. Branch-Reeves JV will serve as the Contracting Entity and be responsible for successfully delivering this I-26/I-95 Interchange Design-Build (D-B) Project. **Branch** has a 75-year tradition of building enduring infrastructure projects through D-B, D-B-B, and heavy civil construction. Branch, part of the Branch Group, is an employee owned company and continuously ranks as a Top 400 Contractor by Engineering News-Record. Branch is headquartered in Roanoke, VA and has four branch offices, including a major office in Morrisville, NC. **Reeves** maintains operations throughout the southeast, covering the Carolinas, much of Georgia, and northern Florida. Headquartered in Duncan, South Carolina, Reeves has regional offices strategically located throughout the state, including fixed office locations in Columbia and Blacksburg, SC. Reeves is owned by Colas, an international highway construction and materials contractor. Based

on our successful design-build history and partnership, Branch-Reeves JV has enlisted the design expertise, experience, and resources of **Rummel, Klepper, & Kahl, LLP (RK&K)** to serve as Lead Designer. RK&K will serve as prime design consulting firm responsible for the overall design and will be supported by trusted local subconsultants to support design, utility coordination, surveying, SUE, right-of-way services, and environmental/permitting.

3.2.4 Unique Entity ID for all Firms | Please see Table to the right.

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.

3.2.1, 3.2.2 and 3.2.3

Contracting Entity and Project Management Office

This Project will be managed from Reeves Columbia, SC Office
645 Rosewood Drive, Columbia, SC 29201

Branch-Reeves JV
3635 Peters Creek Road NW,
Roanoke, VA 24019
540.982.1678 | branchcivil.com

**Authorized Representatives
to Sign Contract**
Brian Evans, PE - Branch
C. Robert Loar - Reeves

Lead Contractor:
**Branch Civil, Inc. - Reeves Construction Company
Joint Venture (Branch-Reeves JV)**

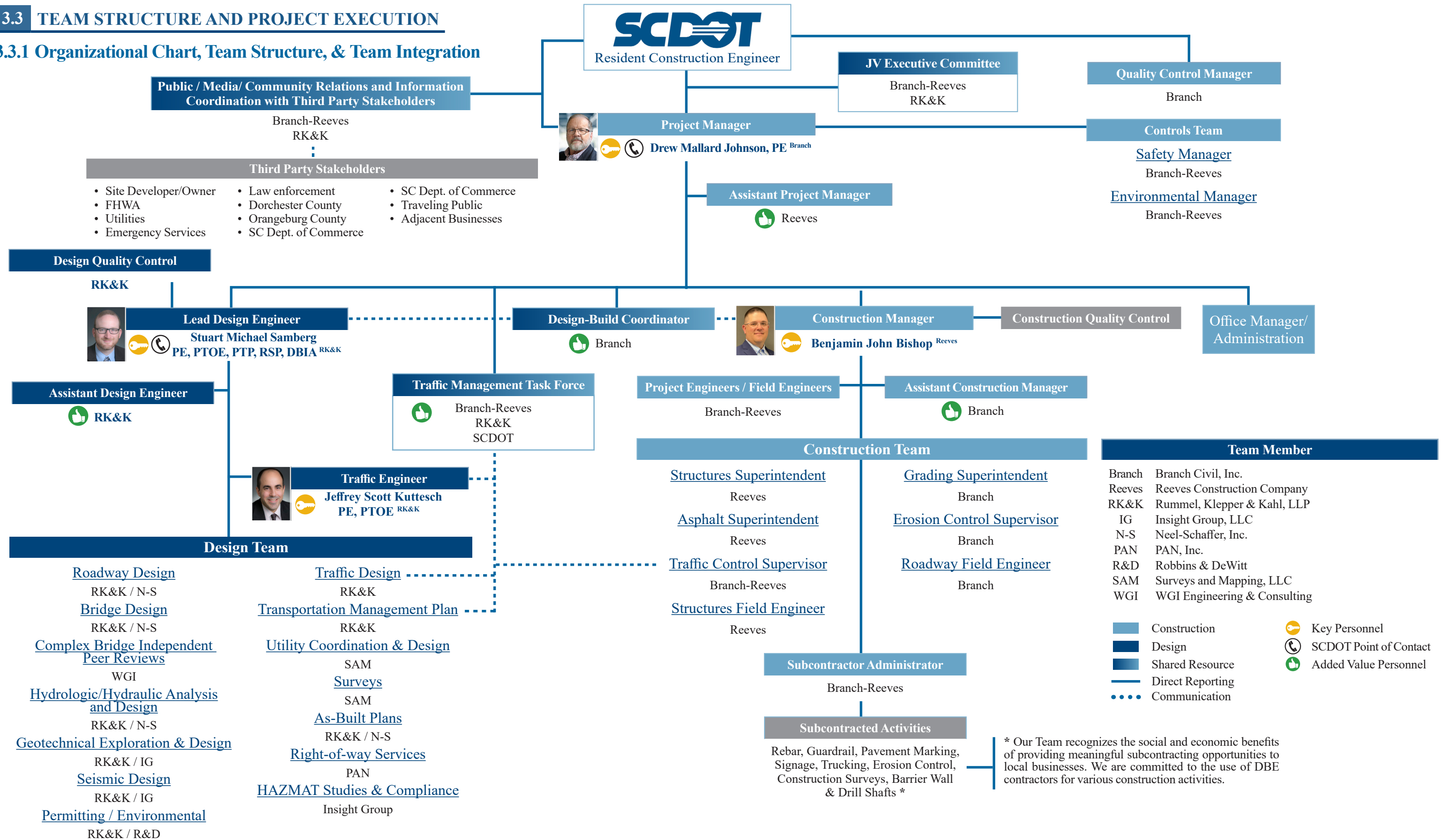
POC - Contracting Entity & Procurement:
Brian Evans, PE - Branch Civil
3635 Peters Creek Road NW, Roanoke, VA 24019
Phone: 540.982.1678 | Mobile: 757.438.4934
brian.evans@branchcivil.com
C. Robert Loar - Reeves Construction Company
250 Plemmons Rd., Duncan, SC 29334
Phone: 706.533.1472
rloar@reevescc.com

3.2.4 Unique Entity ID

	Team Member	Unique ID
Branch	Branch Civil, Inc.	CNKFRZHN5C29
Reeves	Reeves Construction Company	MY5TCRAKKWB3
RK&K	Rummel, Klepper & Kahl, LLP	MRQ7D4288C55

3.3 TEAM STRUCTURE AND PROJECT EXECUTION

3.3.1 Organizational Chart, Team Structure, & Team Integration





Team Member	
Branch	Branch Civil, Inc.
Reeves	Reeves Construction Company
RK&K	Rummel, Klepper & Kahl, LLP
IG	Insight Group, LLC
N-S	Neel-Schaffer, Inc.
PAN	PAN, Inc.
R&D	Robbins & DeWitt
SAM	Surveys and Mapping, LLC
WGI	WGI Engineering & Consulting

- Construction
- Design
- Shared Resource
- Direct Reporting
- Communication
- Key Personnel
- SCDOT Point of Contact
- Added Value Personnel








* Our Team recognizes the social and economic benefits of providing meaningful subcontracting opportunities to local businesses. We are committed to the use of DBE contractors for various construction activities.



Team Integration | The Branch-Reeves Team will function as a fully integrated JV. To benefit the project and SCDOT, our Team has strategically staffed the project from the greatest resource strengths of each entity. In our key position roles, we have identified assistants from the complementary entity to augment the strength of the position and maintain seamless integration across the JV. Our Team has included the beneficial value-added role of D-B Coordinator (DBC). In this role, our DBC will provide a direct communication channel and a vital coordination role between the construction and design disciplines. The DBC will be involved during the procurement phase until the Final Design is complete. He will work closely with our Lead Design Engineer throughout design activities and maintain communication with the PM and CM during design to ensure constructability issues are addressed before RFC plans, avoiding major plan changes after the issuance of RFC plans. *Key and value added staff roles and responsibilities include the following:*

Function	Integration	Responsibilities
Executive Management Branch-Reeves	<ul style="list-style-type: none">Direct access to D-B Team leadership by SCDOT	<ul style="list-style-type: none">Monitor issue escalation and resolutionAttend monthly executive meetingsReview risk register with the Project Manager monthlyProvision of resources to the Project ManagerScheduled project performance and JV reviews
Quality Control Manager (QCM) Branch	<ul style="list-style-type: none">Reports to SCDOT Resident EngineerCoordinates with the Project Manager	<ul style="list-style-type: none">Develop and implement Project Quality Control Program (QCP)Full authority to ensure QCP is successfully implementedEnsures complete disposition of any non-conformance issuesCoordinates with SCDOT Construction Engineering and Inspection staff
Environmental Manager, Safety Manager Branch-Reeves	<ul style="list-style-type: none">Report to D-B Project ManagerCoordinates with Independent Quality Assurance and permitting agencies	<ul style="list-style-type: none">Develop and implement the JV's Environmental and Safety PlansMonitors JV's Environmental and Safety Plans for conformanceEnsure safety orientations are provided for all employees
Construction QC	<ul style="list-style-type: none">Reports to the Construction ManagerCoordinates with Quality Control Manager (QCM)	<ul style="list-style-type: none">Implements Quality Control Program (QCP)
 Project Manager (PM) Drew Mallard Johnson, PE <small>Branch</small>	<ul style="list-style-type: none">Primary POC with SCDOTDirect report to SCDOT and Executive ManagementDedicated solely to managing projectSupported by Assistant Project ManagerIntegrated into design development via weekly Team meetings with Design Team to provide continuous Contractor inputContinuous communication with Quality Management	<ul style="list-style-type: none">Overall Project deliveryFull authority to make final decisionsProvides constructability reviews during Design QCAttends and leads weekly status meetings
 Assistant Project Manager Reeves	<ul style="list-style-type: none">Reports to Project Manager and provides support in project delivery and supervision	<ul style="list-style-type: none">Assists the Project Manager in integration of JV resourcesParticipates in constructability reviews during the Design Phase



Function	Integration	Responsibilities
 D-B Coordinator (DBC) Branch	<ul style="list-style-type: none">▪ Reports to Project Manager▪ Coordinates with Lead Design Engineer	<ul style="list-style-type: none">▪ Manages flow of information between contractor and designer during Design▪ Maintains the risk register during design to ensure disposition▪ Provides all Contractor ATC information to designer during pursuit phase▪ Attends all internal and external design meetings▪ Attends and moderates constructability reviews
 Lead Design Engineer (LDE) Stuart Michael Samberg, PE, PTOE, PTP, RSP, DBIA <small>RK&K</small>	<ul style="list-style-type: none">▪ Reports to Project Management Team▪ Supported by Value Added Assistant Design Engineer▪ Integrates with Project Management Team to facilitate Contractor input into design decisions, design submittal schedules, permitting/ROW/detour schedules, and RFIs▪ Continuous communication with Design QC	<ul style="list-style-type: none">▪ Responsible for all design aspects▪ Manage all design submittals and submittal schedules▪ Adhere to requirements of the QCP▪ Incorporate constructability reviews during Design QC▪ Attend all project meetings during design▪ Responds to all RFIs
 Assistant Design Engineer RK&K	<ul style="list-style-type: none">▪ Reports to the Lead Design Engineer▪ Continual communication with Design QC	<ul style="list-style-type: none">▪ Assists with coordinating design disciplines▪ Assists with coordinating Design QC reviews
 Traffic Engineer Jeffrey Scott Kuttesch, PE, PTOE <small>RK&K</small>	<ul style="list-style-type: none">▪ Reports to Lead Design Engineer▪ Coordinates with DBC▪ Coordinates with SCDOT and FHWA for all Interchange Access Reporting efforts▪ Key member of Traffic Management Task Force	<ul style="list-style-type: none">▪ Responsible for all Traffic Engineering aspects▪ Attends project meetings during design▪ Conducts operational analyses to support IMR▪ Directs development of Transportation Management Plan▪ Leads Traffic Engineering design
 Construction Manager (CM) Benjamin John Bishop <small>Reeves</small>	<ul style="list-style-type: none">▪ Reports to Project Management Team▪ Will be fully integrated with the project from design through project completion	<ul style="list-style-type: none">▪ All aspects of construction and daily project coordination▪ Daily communication with SCDOT representatives▪ Participates in constructability reviews during the Design Phase▪ Coordinates and schedules all construction activities▪ Available for on-site meetings during construction▪ Assists the PM with design coordination and construction submittals▪ Participates in weekly status meetings▪ Scheduling of equipment, personnel, and subcontractors
 Assistant Construction Manager Branch	<ul style="list-style-type: none">▪ Reports to Construction Manager	<ul style="list-style-type: none">▪ Assists Construction Manager in Integration of JV resources▪ Participates in constructability reviews during the Design Phase▪ Reviews project performance and provides feedback to Construction Manager
 Traffic Management Task Force <i>A multi-discipline group, comprised of members of the construction, design, safety, and SCDOT.</i>	<ul style="list-style-type: none">▪ Reports to Project Manager▪ Coordinates with Lead Design Engineer, Traffic Engineer, and Traffic Control Supervisor	<ul style="list-style-type: none">▪ Audits effectiveness of Transportation Management Plan▪ Provides feedback of Traffic Management Audits to Traffic Design and Construction Team▪ Facilitates construction collaboration that optimizes safety, mobility, and constructability, and implements the work zone traffic control program.▪ TMTF sessions will gain insight into stakeholder needs, and develop options for efficient traffic management while ensuring a safe work zone
Project Engineers / Subcontractor Administration	<ul style="list-style-type: none">▪ Reports to Construction Manager▪ Continual communication with Design, Construction and QM	<ul style="list-style-type: none">▪ Prepares Daily Schedule at Construction Manager's direction▪ Communicates Daily and Weekly Schedule to Subcontractor and Suppliers▪ Provides daily production reports for review and adjustment▪ Develops and maintains CPM schedule, provides 4 week look ahead schedule▪ Field layout, post design utility coordination, public relations



Firms and Key Individuals Working Together and Teaming Success | The Branch-Reeves JV is a combination of proven working relationships between all Team members. This includes partnerships through mutual design-build projects in North and South Carolina and individual professional connections between key staff members. Design-Build examples of this seamless partnership includes two SCDOT CLRB bridge packages (Reeves-RK&K), \$464M Monroe Bypass (Reeves-RK&K), \$58M US13/US158 Widening (Branch-RK&K), US 17 Swing-Span bridge (Branch-RK&K), and working relationship on VDOT's FredEx project (Branch-RK&K). These established working relationships on successful D-B projects are an excellent indicator of future success for this project. *References for these projects are included in [Appendix H](#).*

NCDOT | Monroe Bypass Design-Build | Union County, NC (2013 - 2020)

Description	\$464M, 19.7 mile toll freeway on new location, including 8 interchanges and 37 bridges
Teaming & Collaboration	Reeves: Segment Lead on Segment 1; Bridge Contractor on Segments 2 and 3; scope for segments 1, 2, and 3 included a directional Interchange connection with existing US 74 and US 74 Bypass, 14 bridges, 2 miles of freeway mainline and frontage roads (\$32M) RK&K: Lead Designer for the entire project
Team Members	Reeves: Ben Bishop, Smitty Helms, Baxter McLean RK&K: Stuart Samberg, Keith Skinner, David Peterson, Tina Swiezy, Byron Holden, Gary Taylor
References	Construction: Summit, Rob Cousins, 540.320.6428, rob.cousins@summitde.net Design: NCDOT, Malcolm Watson, PE, 919.707.6614, mcwatson@ncdot.gov



SCDOT | Two CLRB Design-Build Packages | 2020-1 - District 2 (2020 - 2023) and 2021-1 | District 4 (2021 - 2024)

Description	2020-1 - \$18M, 16 design-build bridge replacements, requiring compressed design and construction schedules. 2021-1 - \$14.9M, 8 design-build bridge replacements, requiring compressed design and construction schedules.
Status:	2020-1 Final bridge to be completed in March 2023, 5 months ahead of schedule.
Teaming & Collaboration	Reeves: Prime contractor for bridge work, grading, paving, drainage. RK&K: Lead Designer Collaborating throughout pursuit, design and construction.
Team Members	Reeves: Smitty Helms, Ron Barger, Marvin Leatherwood, David Rhodes RK&K: David Peterson, Chris Jordan, Randall Mungo, Kelly Hawkins, Ricky Ward, Gary Taylor, Justin Lyles, James Galgano
References	Construction: 2020-1 - SCDOT, Jeremy Hodges, 884.889.8031, hodgesjt@scdot.org 2021-1 - SCDOT, Mark W. Mathis, 864.490.3233, mathismw@scdot.org Design: 2020-1 - SCDOT, Brad Reynolds, PE, 803.737.1440, ReynoldsBS@scdot.org 2021-1 - SCDOT, Michael Pitts, PE, 803.737.2566, pittsme@scdot.org



NCDOT | US 13/US 158 Design-Build | Hertford and Gates Counties, NC | 2013-2017

Description	\$58.5M, 7.1 mile four-lane divided facility, one interchange, and six bridges, including a new 1,200' long bridge over the Chowan River
Teaming & Collaboration	Branch: Lead Contractor for grading, paving, drainage. RK&K: Lead Designer for the entire project Collaboration during pursuit, design and construction.
Team Members	Branch: Brian Evans RK&K: Stuart Samberg Keith Skinner, David Peterson, Tina Swiezy, Byron Holden, Gary Taylor
References	Construction: NCDOT, Scott Emory, PE, 252.332.4514, semory@ncdot.gov Design: NCDOT, Malcolm Watson, PE, 919.707.6614, mcwatson@ncdot.gov



Individual Professional Connections Between Key Staff Members

Our Team maintains individual professional connections that reach beyond our key staff members. Examples include:



- Jason Hoyle (Branch President) has worked with Smitty Helms (Reeves Area Manager) and Rob Loar (Reeves VP-Operations) on various D-B projects throughout the southeast for the last 25 years.
- Lewis Cuthrell (Branch Project Executive) has worked with Brian Weathersby (Reeves Sr. Project Manager) on D-B and D-B-B projects throughout NC over the last 10 years.



3.3.2 Project Resources, Strategies, and Execution |

The Branch-Reeves JV has the financial (bonding capacity), resource strength (manpower, equipment) and experience to complete this Project to meet and exceed the requirements of the stakeholders. With a combined workforce of more than 1,000 employees, 500 of whom are within two hours of this Project, we will utilize in-house resources to construct all major work items. Based on our current backlogs, our Team will have more than 130+ personnel and 9 bridge crews with expected availability from other design-build projects. Our design partner RK&K has more than 400 staff in the Carolinas with local offices in both Columbia and Charleston. Their resources will be supplemented with the utilization of Neel-Schaffer for portions of the roadway and bridge design. Insight Group will assist with the geotechnical investigations and seismic design. Our Team has a strong relationship with local subcontractors and DBE firms, and we recognize the social and economic benefits of providing subcontracting opportunities to these companies. We will commit to provide opportunities to local resources to assist with this project for both construction and professional services. Our Executive Committee members have working relationships spanning 25 years and their strategy is to leverage these relationships to combine resources and expertise to proactively design and construct this project ahead of schedule. By self-performing critical work items, we are able plan and coordinate our resources without scheduling impacts.

Available Construction Crews		
Resources	Committed	Available
Grade	4	12
Stone Base	2	8
Storm Drainage	2	6
Asphalt Paving	2	8
Bridge/Structures	4	9

Team Capacity, Strategies to Implement Available Resources, and Self-performed Work

Strengths	Branch-Reeves JV	RK&K
Capacity	<ul style="list-style-type: none"> Branch/Reeves have 800+ pieces of major roadway and bridge equipment<ul style="list-style-type: none">Branch has a conveyor available that is capable of moving material over interstates without interfering with trafficReeves has cranes, bridge screeds, pile hammers based in SC and GAReeves will provide asphalt laydown on the project with crews based in Columbia	<ul style="list-style-type: none">400 staff in the Carolinas, 1,450 staff firm-wideColumbia design office - supported by Charleston, Raleigh and Charlotte46 design-build interchanges in the Carolinas\$2.4 billion in D-B awards as lead designer in North and South CarolinaTop 20 Transportation Design Firm (ENR)
Strategies to Implement Available Resources	<ul style="list-style-type: none"> Branch – 600+ employees throughout the mid-Atlantic region<ul style="list-style-type: none">NC 540 - 80 grading, pipe, stone erosion control personnel Available Dec. 2023I-95/I-295 - 50 grading, pipe, stone erosion control personnel Available Jan. 2024 Reeves – 400+ employees based in SC and Coastal GA (Savannah)<ul style="list-style-type: none">I-16 DDI Interchange three bridge crews – Available Nov. 2023CLRB Package 2021 three bridge crews one grading crew Available Nov. 2023CLRB Package 2020 two bridge crews one grading crew Available March 2023Newberry County Boundary Street one bridge crew Available Oct.2023Self-performing all primary elements of work	<ul style="list-style-type: none">Fully dedicated Lead Design Engineer and Traffic EngineerExperience to minimize/eliminate schedule delays associated with IMR processStaffing resources to meet and accelerate the design scheduleFully refined design and QC process for delivering complex projectsUnderstanding of SCDOT design submittal/review process, and proceduresDesign support from Neel-Schaffer

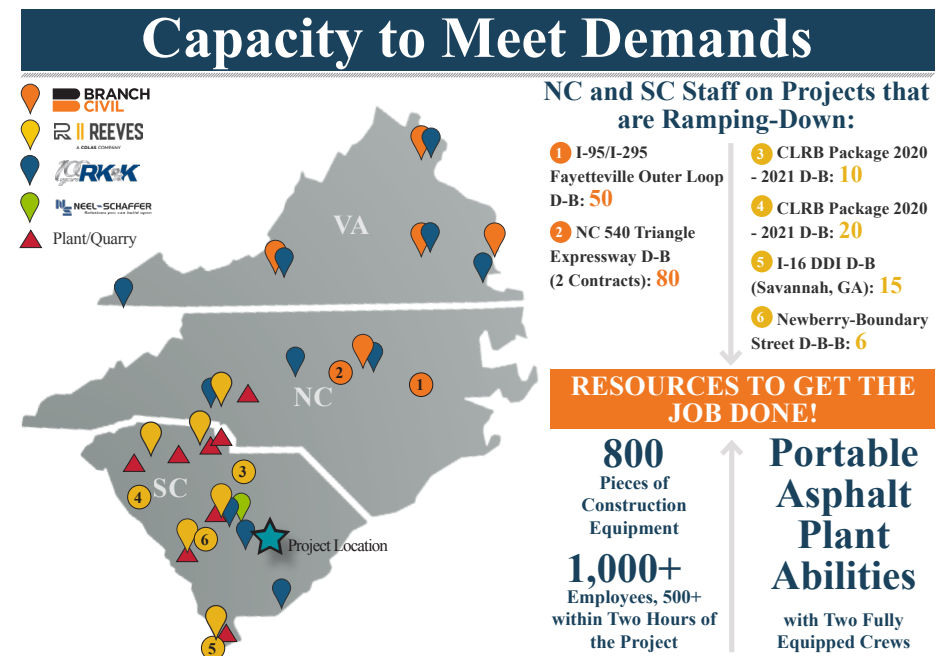
	BRANCH CIVIL	REEVES	100 years RK&K
Self-Performance	<ul style="list-style-type: none"> Earthwork and Grading Drainage Utilities MSE Walls Sound Walls Traffic Control E&SC Aggregate Base Course Ground Improvements 	<ul style="list-style-type: none"> Demolition Bridge Construction Earthwork and Grading Drainage Paving Traffic Control 	<ul style="list-style-type: none"> Roadway/interchange engineering IMR Traffic Bridge/seismic engineering Geotechnical engineering Hydrology and hydraulic engineering MOT/Work zone traffic control Signing and pavement markings

Convenient Geographical Location | Our assets and office locations in close proximity to the Project are featured in the graphic shown here. As a JV, Branch-Reeves has a long-term presence in NC and SC, including Reeves' conveniently located office in Columbia, SC. These assets and offices will enhance our Team's ability to:


- **Integrate, communicate, and resolve issues** as a Team and with SCDOT through in-person meetings at our local offices, at District 7 and SCDOT headquarters, or on site with same-day notice. For situations requiring immediate attention, we can leverage the many communication tools our Team has used other projects.
- **Execute the Project** by meeting in-person or virtually for design reviews, quickly responding to RFIs, and attending meetings with same-day notice.
- **Quality Control** - Our Quality Control Manager (QCM) has the experience to

establish and maintain the QC Program (QCP) for this project and manage our QC team. He will coordinate with the various Team and SCDOT personnel responsible for the design, inspection, and construction to ensure that the project is constructed in accordance with the Plans and Specifications. The QCM will report to the Project Manager for any assistance with the QCP or the Project, and coordinate with the SCDOT Resident Construction Engineer.

Best Practices | Our Team's view on best practices include setting clear goals, proper planning, effective communication, and regular evaluations. Additionally, the lessons learned from similar projects involve reflecting on past successes and failures to improve future performance. We know that continuously seeking feedback and making adjustments is a necessary key to success.



Best Practices Applicable to I-26/I-95 Interchange Improvement

Conveyor System	<ul style="list-style-type: none"> Use a conveyor system to significantly reduce traffic impacts and improve safety. <i>Example:</i> Branch successfully utilized this conveyor on a \$235M section of I-95 south of Fayetteville, NC. The six-mile roadway, new location section of I-295 and four miles of upgrading I-95 to an eight-lane facility, including three new interchanges and 14 new bridges. The project required the movement of 3 million CY of borrow, including 1.5 million from one side of I-95 to the other. This solution allowed the borrow to be moved into position using off-road dump trucks, removing over 150,000 truckloads from public roads and reducing the project's carbon footprint. The remaining 1.5 million CY of borrow was mined directly adjacent to the new alignment, eliminating an additional 150,000 trucks from public roads. Appendix B - Work History Form 	
IMRs	<ul style="list-style-type: none"> Early FHWA Coordination through a detailed Framework Document. Over the Shoulder Reviews prior to formal submissions. Get all state level approvals and adjacent documents prior to submittal to DC. 	
Complex Bridges	<ul style="list-style-type: none"> Conduct a thorough site investigation to gather information about the soil conditions, geotechnical properties, hydrology, utilities and other potential hazards. Utilize advanced computer modeling (LARSA, MDX, MIDAS, FB Multi-Pier & STAAD) and analysis tools to design, detail, and test the structures. Incorporate redundancy and resilient materials to ensure bridges can withstand extreme events, minimize long-term maintenance and surpass their service life. Collaborate with the interdisciplinary team of engineers and contractors to ensure the bridges are safe, functional and aesthetically pleasing. Include a peer review firm to review each complex bridge element at each phase of the design process. 	
Interchange Modifications	<ul style="list-style-type: none"> Configuration creates unconventional conflict points in MOT execution that considerably fragments work areas. Develop construction phasing to reduce fragmentation and improve driver expectancy issues. 	
Unconventional Conflict Points	<ul style="list-style-type: none"> Unconventional conflict points can introduce potential for significant temporary shoring. Address conflicts with temporary wire walls. Care and precision must be exercised during design and construction. 	
Overpass Construction	<ul style="list-style-type: none"> MOT for overpass construction plan must be integrated with the overall plan of interchange replacement. This integration could alter the overpass design to accommodate overall project schedule. 	
Ground Improvements	<ul style="list-style-type: none"> Evaluate the cost and schedule impacts of potential ground improvements necessary to handle embankment installation against the use of structures over questionable geotechnically challenged areas. 	
Roadway Sections	<ul style="list-style-type: none"> Some portions of the interchange could contain very short roadway sections between structures creating access and maintenance challenges. These challenges should be considered during selection of pavement design. 	
Construction Access	<ul style="list-style-type: none"> Construction access between interchange quadrants is critical to effective operations. Removal of overpass slope protections and replacement with temporary soil nail walls will provide access between quadrants, reduce traffic impacts, and provide schedule improvement. 	



3.4 EXPERIENCE OF KEY INDIVIDUALS

3.4.1 Licensed - All individuals and firms hold necessary licenses required to perform the work on the Project under state and local laws.



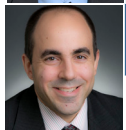

3.4.2 Roles of Key Individuals - Key individuals will perform singular roles.

3.4.3 Resumes of Key Individuals - Resumes of our Key Individuals are located in [Appendix A](#).



3.4.4 Project Management Team

	<p>Drew Johnson, PE Project Manager</p> <p>Drew's Resume</p>		<ul style="list-style-type: none"> 37 years of progressive experience on similar projects as an estimator, construction manager, and project manager on bridge and roadway projects that have involved coordinating multiple crews, subcontractors, utilities, and owners. Highly experienced in managing D-B projects involving widening existing roadways with high average daily traffic volumes, complex traffic shifts, and interchanges on interstate roadways. Active in the industry: Member of the Carolinas AGC.
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3.4.5 Design Engineering Team

	<p>Stuart Samberg, PE, PTOE, PTP, RSP, DBIA Lead Design Engineer</p> <p>Stuart's Resume</p>		<ul style="list-style-type: none"> 18 years of experience with large, transportation design projects focused on interchange improvements, including system-to-system More than a decade of design-build experience on interstate improvement projects Design Manager for the multiple sections of the \$2.7B I-66 Outside the Beltway Project in Virginia Traffic Engineer on more than 12 Interchange Modification Reports, leading development and approval of all concepts and interchanges
	<p>Jeff Kuttesch PE, PTOE Traffic Engineer</p> <p>Jeff's Resume</p>		<ul style="list-style-type: none"> 19 years of progressive traffic engineering experience focused on both analysis and design Traffic Engineer for the I-95 Fredericksburg Extension System IAR which evaluated 31-miles of I-95 and ten interchanges Project Manager on more than \$25M in traffic engineering tasks for state agencies in the last 8 years

3.4.6 Construction Management Team

	<p>Ben Bishop Construction Manager</p> <p>Ben's Resume</p>		<ul style="list-style-type: none"> 18 years of progressive experience on similar projects as an engineer, estimator and project manager on bridge and roadway projects that have involved coordinating multiple crews, subcontractors, utilities and owners. PM responsible for Reeves' portion of the construction of the Monroe Bypass D-B Project, working with RK&K on the Segment 1 Directional Interchange, and 14 bridges through segments 1, 2, and 3. Active in the industry: Member of the SCDOT/AGC Joint Bridge Committee and AGC Young Leaders.
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3.5 PAST PERFORMANCE OF TEAM

3.5.1 Experience of Proposer's Team | In addition to the three Lead Contractor and three Lead Designer projects provided in our [Appendix B - Work History Forms](#), the Branch-Reeves JV Team brings a long resume of award winning projects *completed ahead of schedule*.



I-95 Express Lanes Southern Terminus Extension D-B, Stafford County, VA | \$37M

Susan Shaw, VDOT, 571.221.5219, Susan.Shaw@VDOT.Virginia.gov



- Construction of 2.2 miles of reversible, high-occupancy toll lanes in the existing median of I-95 with flyovers, acceleration, and deceleration lane tie-ins
- Extensive MOT, construction adjacent to I-95 travel lanes, and ITS construction and integration
- Completed nine months ahead of schedule and recipient of a 2019 ACEC-VA Merit Award**



C.F. Harvey Parkway Extension, Lenoir County, NC | \$80M

Cadmus Capehart, PE, NCDOT, 252.439.2840, Email: ccapehart@ncdot.gov



- 5.8-mile limited access highway that included the construction of seven sets of dual bridges (14 bridges total)
- Approximately 3,800,000 CY of borrow; 43,000 CY of undercut excavation; 32,000 LF of storm drain piping; and 250,000 tons of asphalt
- Completed 7 months ahead of schedule and recognized by Roads and Bridges Magazine as one of the Nation's Top 10 Roadway Projects in 2021**



I-64 Widening Exits 200-205 D-B, Henrico and New Kent County, VA | \$48M

Scott Fisher, PE, VDOT, 804.212.8294, Scott.Fisher@VDOT.Virginia.gov

- Widening five miles along I-64 from four to six lanes in the busy I-64 corridor
- Widening of two existing structures and rehabilitating existing structures to accommodate the additional lanes
- Extensive MOT, work adjacent to interstate travel lanes, and ITS construction and integration
- **Completed ahead of schedule, recipient of VDOT's maximum early completion bonus, and winner of a 2020 Infrastructure Award - \$15 Million and Above by the Heavy Construction Contractors Association**



US 176/I-585 Improvements Project, Spartanburg, SC | \$35M

Hope Grumbles, PE, Fluor, 864.281.4404, Hope.Grumbles@fluor.com

- Rebuilding the interchange with Business I-85 and Valley Falls Road and widening of US 176/I-585 to interstate standards
- Aesthetic features and construction of new multi-bridge interchange for the main entrance to the University of South Carolina-Upstate
- High level of political interest and economic development for the area around USC-Upstate
- **Several no excuse Incentive/Disincentive dates that were successfully met**
- **CAGC Pinnacle Award for Best Heavy Highway Project**



SC 296/I-26 Interchange, Spartanburg, SC | \$21M

Hope Grumbles, PE, Fluor, 864.281.4404, Hope.Grumbles@fluor.com

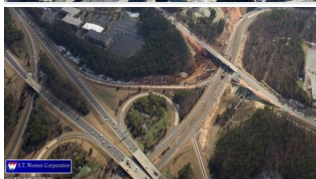
- Staged replacement of the existing interchange using a partially-exposed, pre-stressed concrete girder
- Single Point Urban Interchange (SPUI) bridge, the first in South Carolina
- **Intermediate term ramp closures with several no excuse Incentive/Disincentive dates that were met or exceeded by the project Team.**



US Highway (I-140) Wilmington Bypass | Brunswick County, NC | \$81M

Alex Stewart, PE, NCDOT, 919.814.4933, adstewart2@ncdot.gov

- Construction of a 4.6 mile section of the Wilmington Bypass connecting Highway 74/76 to the west side of Cape Fear River
- Nine bridge structures, including grade separations over roadways, Railroads, and bridge over Cartwheel Branch
- Drilled shaft foundations extended 154' in depth, steel/concrete pile foundations, MSE walls and CIP crash-walls
- **Worked closely with prime contractor and NCDOT**



Triangle Parkway (I-885 Toll Road) Design-Build, Durham & Wake Counties, NC | \$137M

NCDOT, Malcolm Watson, PE, 919.707.6614, mcwatson@ncdot.gov

- Lead Designer for this 5-mile, controlled access interstate toll road project
- Four interchanges including a **system-to-system interchange at I-540 toll road with directional flyover ramps**
- **Received the ACEC/NC Grand Award for Engineering Excellence in Transportation**



I-73/Piedmont Triad International (PTI) Airport D-B, Guilford County, NC | \$192M

NCDOT, Malcolm Watson, PE, 919.707.6614, mcwatson@ncdot.gov

- Lead Designer for this 9.4-mile, four-lane interstate project
- Four interchanges and 15 bridges, including a taxiway bridge for PTI Airport
- **Completed the taxiway bridge four months earlier than required and received the 2020 DBIA Southeast Design-Build Award**



3.5.2 Quality of Past Performance | Branch and Reeves has had NO quality issues within the last five years. RK&K has had only one minor quality issue.

Please see [Appendix C - Work History and Quality Forms](#) for details on this project. No individual or firm has been suspended, debarred, disqualified from bidding, or declared ineligible for work by any entity or are any such actions pending against them within the last five years.





Appendix A

Key Individual Resume Forms



KEY INDIVIDUAL RESUME FORM

Brief Resume of Key Individual anticipated for the Project.	
<p>a. Name & Title: Drew Mallard Johnson, PE Vice President, Operations</p>	 
<p>b. Role of Key Individual for this Project: Project Manager</p>	
<p>c. Name of Firm with which you are now associated: Branch Civil, Inc.</p>	
<p>d. Years of Experience: With this Firm <u>4</u> Years With Other Firms <u>34</u> Years Please list chronologically (most recent experience first) your employment history, including company name, position, duration of employment, and general responsibilities. This section shall show the required years of progressive experience. Project specific experience shall be included in Section g below:</p> <p>Branch Civil, Inc.: Vice President - Operations – Responsible for all of Branch’s construction projects in the Carolinas, 2018 - Present Zachry Construction Corporation: Area Operations Manager – Responsible for overseeing construction projects in the Raleigh market area, 2016 - 2018 Barnhill Contracting Company: Vice President, Heavy Highway Division – Responsible for overseeing large heavy civil construction projects, 1998 - 2016 Barnhill Contracting Company: Project Manager/Estimator – Responsible for managing and developing estimates for a variety of heavy civil construction projects, 1988 - 1998 North Carolina Department of Transportation (NCDOT): Traffic/Resident Engineer – Responsible for overseeing construction projects, 1982 - 1988</p>	
<p>e. Education: Name & Location of Institution(s)/Degree(s)/Year(s)/Specialization(s): North Carolina State University / Raleigh, NC / Bachelor of Science / 1984 / Civil Engineering –</p>	
<p>f. Active Registrations: Year First Registered/State/Discipline/All Active Registration #s: 1990 / NC / Civil Engineering / 016800</p>	
<p>g. Document the extent and depth of your experience and qualifications relevant to the Project. <u>NC 540 Triangle Expressway Southeast Extension (R-2721A/B) Design-Build</u> Key Personnel Role: Vice President of Operations Experience with Current Firm: Yes, Branch Civil, Inc. Project/Assignment Duration: Project: 2020 – 2024, Assigned: 2020 – 2024 Owner Contact Information: NCDOT, Boyd Tharrington, PE, btharrington@ncdot.gov, 919.707.2503 Design/Construction Value: \$440 Million Project Description: Branch (as part of a JV) is currently working on two contracts that extend the Triangle Expressway on a new alignment in Wake County. Both contracts include the construction of 9.1 miles of a six-lane, new location freeway from the NC 55 Bypass to the east of Pierce Olive Road (SR 1389) to US 401. Construction includes 21 new location bridges, some of which span environmentally sensitive areas (ESAs), comprised of integral end bents and less than 70 degrees of skew. The project included tolling construction, integration, and extensive utility coordination (including a Colonial Pipeline crossing). Drew is responsible for all aspects of project performance. Working under a very aggressive construction schedule, he oversees all project elements to ensure that the JV’s contractual obligations are achieved. He provides technical, operational, financial, and managerial leadership for successfully implementing project activities. He is also responsible for overseeing the project’s numerous geotechnical challenges, including Triassic soils and high-water table concerns. Both portions also include extensive environmental concerns, including wetlands and environmentally sensitive areas, which Drew manages to avoid schedule impacts. Drew oversees project management and administration, including reporting, budget development and monitoring, financial reporting, execution of project plans, and project performance. He conducts monthly reviews to ensure accountability of all project activities and accurate and timely reporting of project deliverables.</p> <p><u>I-295 Fayetteville Outer Loop, North Carolina Design-Build</u> Key Personnel Role: Vice President of Operations Experience with Current Firm: Yes, Branch Civil, Inc. Project/Assignment Duration: Project: 2020 – 2025, Assigned: 2020 - 2025 Owner Contact Information: NCDOT, John Partin, PE, jpartin@ncdot.gov, 336.847.1226 Design/Construction Value: \$235 Million Project Description: Branch is part of a JV partnership team currently constructing this project south of Fayetteville to improve traffic capacity deficiencies and increase regional mobility and safety. The six-mile roadway includes a new location section of I-295, four miles of widening I-95 to an eight-lane facility, and three interchanges, including one system-to-system interchange. Construction includes 14 new location bridges, including a curved-steel girder flyover bridge over I-95. The entirety of the project site was challenged by</p>	

[Hyperlink to Work History Form](#)

geotechnical constraints, including highly compressive soils and soft clays. The project required the movement of 3 million total cubic yards (CY) of borrow, including 1.5 million from one side of I-95 to the other. Drew manages all aspects of project performance and delivery, including the JV's contractual obligations, to make sure that the team stays on track to deliver the project safely, on time, and within budget under an aggressive construction schedule. A particular challenge the team faces on this project involves the availability of materials due to market escalation and shipping issues. Drew oversees this issue, making sure that the overall project schedule is not impacted. Drew also oversaw the use of the team's utilization of an innovative conveyor system method to move the borrow over I-95 while significantly reducing traffic congestion impacts and improving safety for the traveling public and workers during construction.

US 311 Bypass, Randolph County, North Carolina | Design-Build

Key Personnel Role: Design-Build Project Manager
Experience with Current Firm: No, Barnhill Contracting Company
Project/Assignment Duration: Project: 2008 - 2012, Assigned: 2008 - 2012
Owner Contact Information: NCDOT, John Partin, PE, jpartin@ncdot.gov, 336.847.1226
Design/Construction Value: \$105 Million

Project Description:

This 7.9-mile project extended north of Spencer Road (SR 1929) to US 220 on a new location. The proposed improvements consisted of a four-lane divided freeway with full control of access. Roadway construction included **three interchanges, one of which was a system-to-system interchange of US 220 to I-74**, -Y- lines, and service roads. **Seven sets of bridges were constructed**, including the Norfolk Southern railroad bridge over I-74.

As the DBPM, Drew coordinated all railroad design and construction details on Norfolk Southern Railroad ROW and obtaining executed agreements. He oversaw the overall project design and construction. He supervised and managed the design, construction, quality management, contract administration and other services required by the contract, including the procurement and timely delivery of all materials, equipment, services and labor. Drew confirmed that all contract obligations were met, avoided and/or resolved disputes in accordance with contract documents, and coordinated public outreach and public meetings. The project was delivered to NCDOT on time, without any environmental violations.

Wilmington Bypass, Brunswick County, North Carolina | Design-Build

Key Personnel Role: Design-Build Project Manager
Experience with Current Firm: No, Barnhill Contracting Company
Project/Assignment Duration: Project: 2009 - 2012, Assigned: 2009 - 2012
Owner Contact Information: NCDOT, Lamar Sylvester, PE, lsylvester@ncdot.gov, 919.707.2502
Design/Construction Value: \$82 Million

Project Description:

Drew was responsible for the construction of this 6.2-mile project that included **widening two miles along the existing US 17 from two lanes to four lanes and installing new location along 4.2 miles from US 17 to the US 74/US 76 system-to-system interchange**. The design incorporated a "super-street" design where the left-hand turns from side streets were re-routed, as was traffic from side streets that crosses the thoroughfare. There were **14 bridges on the project**, traversing environmentally sensitive areas that required 404/401 permits from the NCDEQ and the USACE.



Drew coordinated all railroad design and construction details on the railroad ROW, including all necessary agreements required by the NCDOT and/or CSX. Drew managed all aspects of project construction, coordinated with design discipline managers, and worked with all team members for pre-development activities including geotechnical, environmental and permitting, community outreach, design plans, ROW, and utilities. He worked closely with the owner, project stakeholders, utility owners, project administration and superintendents during the construction phase to ensure that construction and activities were in accordance with the Contract Documents. He maintained the Project Schedule and coordinated work with all project subcontractors.

- 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.

For the duration of the contract Drew will be dedicated solely to managing this Project, have no other assigned Project responsibilities, and will not be utilized on any other projects. He will be available to be on-site during all construction activities, attend weekly status meetings during the design and construction phases, and be available at the request of the SCDOT.

Drew is currently working in Project Oversight roles on the NC 540 Triangle Expressway (2 Contracts, completion in 2024) and the I-95/I-295 Fayetteville Outer Loop (anticipated in 2025) D-B Projects. If awarded, Drew's role will be immediately delegated to another Branch employee. After award of the Project, Drew will be the primary contact for communications with SCDOT and attend and lead all regularly scheduled meetings.

KEY INDIVIDUAL RESUME FORM

Brief Resume of Key Individual anticipated for the Project.																											
a. Name & Title:	Stuart Michael Samberg, PE, PTOE, PTP, RSP, DBIA Director, Traffic and Transportation																										
b. Role of Key Individual for this Project:	Lead Design Engineer																										
c. Name of Firm with which you are now associated:	Rummel, Klepper & Kahl, LLP (RK&K)																										
d. Years of Experience: With this Firm <u>13</u> Years With Other Firms <u>5</u> Years	RK&K: Director, Traffic – Responsible for managing the firm’s traffic engineering and ITS department in the Southeast, including management of projects and key roles on large design-build projects, 2009 – Present URS Corporation: Traffic Engineer – Responsible for analysis and design of transportation projects, 2005 – 2009																										
e. Education:	University of Washington / Seattle, WA / Master of Science / 2014 / Sustainable Transportation North Carolina State University / Raleigh, NC / Bachelor of Science / 2006 / Civil Engineering																										
f. Active Registrations:	<table style="width: 100%; border: none;"> <tr> <td>2015/SC/Civil/32724</td> <td>2014/MD/Civil/46322</td> <td>2015/VA/Civil/54707</td> <td>2015/NC/Civil/42960</td> </tr> <tr> <td>2015/FL/Civil/79913</td> <td>2015/WA/Civil/52998</td> <td>2015/DC/Civil/908260</td> <td>2016/WV/Civil/21909</td> </tr> <tr> <td>2016/GA/Civil/41063</td> <td>2016/TN/Civil/119165</td> <td>2018/AL/Civil/37518</td> <td>2019/LA/Civil/43906</td> </tr> <tr> <td>2019/MS/Civil/30335</td> <td>2019/TX/Civil/135353</td> <td>2021/AZ/Civil/73510</td> <td>2021/PA/Civil/92953</td> </tr> <tr> <td>2022/CO/Civil/60199</td> <td>Prof. Transp. Planner, #615</td> <td colspan="2">Professional Traffic Operations Engineer, #3870</td> </tr> <tr> <td>Road Safety Planner, #68</td> <td colspan="3">Design-Build Professional (DBIA)</td> </tr> </table>			2015/SC/Civil/32724	2014/MD/Civil/46322	2015/VA/Civil/54707	2015/NC/Civil/42960	2015/FL/Civil/79913	2015/WA/Civil/52998	2015/DC/Civil/908260	2016/WV/Civil/21909	2016/GA/Civil/41063	2016/TN/Civil/119165	2018/AL/Civil/37518	2019/LA/Civil/43906	2019/MS/Civil/30335	2019/TX/Civil/135353	2021/AZ/Civil/73510	2021/PA/Civil/92953	2022/CO/Civil/60199	Prof. Transp. Planner, #615	Professional Traffic Operations Engineer, #3870		Road Safety Planner, #68	Design-Build Professional (DBIA)		
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2022/CO/Civil/60199	Prof. Transp. Planner, #615	Professional Traffic Operations Engineer, #3870																									
Road Safety Planner, #68	Design-Build Professional (DBIA)																										
g. Document the extent and depth of your experience and qualifications relevant to the Project.	<p><u>I-66 Outside the Beltway Improvements, Fairfax and Prince William Counties, VA Design-Build</u></p> <p>Key Personnel Role: D-B Project Manager (3 interchanges), Lead Traffic Engineer (Project-wide);</p> <p>Experience with Current Firm: Yes, RK&K Hyperlink to Work History Form</p> <p>Project/Assignment Duration: Project 2017 – 2022, Assigned 2017 – 2022</p> <p>Owner Contact Information: VDOT, Susan Shaw, susan.shaw@vdot.virginia.gov, 703.259.1995</p> <p>Design/Construction Value: \$2.7 Billion</p> <p>Project Description: RK&K serving as a design consultant to the D-B JV for the Transform I-66 Outside the Beltway P3 Project. As Lead Designer, RK&K is providing design services for 3 interchanges, including the I-66 and Nutley St. roundabout interchange, which included traffic modeling and documentation for an Interchange Modification Report.</p> <p>Stuart served as D-B PM for three interchanges including the system-to-system interchange of I-66 at I-495, where he oversaw the development of construction plans. Specifically, at the I-66 / Nutley Street, Stuart led the redesign, which replaced the existing cloverleaf interchange with a dual roundabout (“dog bone”). The unique element of the dog bone was the loops serving heavy movements and incorporating those as bypass lanes at the upstream roundabout. This concept was presented instead of the original DDI and was found to operate better in all areas and saved the project \$30M.</p> <p>Stuart serves as the lead traffic engineer for the project-wide efforts. He provides oversight for the development of the Traffic Forecasts utilizing the concessionaires Toll & Revenue Model, development of VISSIM models, and documentation for a System-to-System Interchange Modification Request for I-66/I-495 (including 24 miles of I-66 with nine interchanges). Each interchange location provides adequate access to/from the Express lanes while maintaining/improving access. Stuart also led the development of project-wide MOT plans for all 24 miles and nine interchanges and developed a Traffic Management Plan. He also oversaw the development of project-wide roadway signing, roadway lighting, and ITS plans.</p> <p><u>I-77 Express Lanes Extension, Mecklenburg and Iredell Counties, NC</u></p> <p>Key Personnel Role: Project Manager</p> <p>Experience with Current Firm: Yes, RK&K</p> <p>Project/Assignment Duration: Project 2022 – 2024, Assigned 2022 – 2024</p> <p>Owner Contact Information: Ferrovial, Pablo del Monte, Pdelmonte@ferrovial.com, 470-299-1457</p> <p>Design/Construction Value: \$2.7 Million (Design); \$14 Million (Construction)</p> <p>Project Description: RK&K is serving as the lead engineer providing environmental consulting services, preliminary design, traffic forecasting and analysis, and final design services for widening the I-77 Express Lanes from Exit 28 (Catawba Avenue) to Exit 36 (NC 150). The initial scope of this effort included the development of a risk matrix and feasibility assessment to identify the major items of concern with the widening of the existing express lane system, particularly in relation to the widening of the causeway crossing Lake Norman. Future phases of the project include the development of the necessary permitting and environmental documentation and preliminary and final designs.</p> <p>Stuart is the project manager responsible for overseeing all disciplines in developing each phase of the project. As part of the initial phase of this project, Stuart led the development of a risk matrix that incorporated risks related to traffic,</p>																										

environmental, geometric design, hydraulics, structures, and geotechnical concerns. From a traffic perspective, a detailed analysis of geometric connections and configurations was performed to understand the ability to serve demand with the additional express lane particular and specific access configurations, including a new T-ramp at Exit 36 to help the south-serving movements along I-77. From a geometric standpoint, Stuart oversaw the development of multiple typical section alternatives, including those with reduced shoulder and lane widths which would require design waivers.

US 64 Asheboro Bypass, Randolph County, NC | Design-Build

Key Personnel Role: Lead Traffic Engineer

Experience with Current Firm: Yes, RK&K

Project/Assignment Duration: Project 2014 – 2019, Assigned 2014 – 2019

Owner Contact Information: NCDOT, Reuben Blakley, PE, rblakley@ncdot.gov, 910.773.8027

Design/Construction Value: \$244.4 Million

Project Description: RK&K was the lead designer for this 16.7-mile, high-profile project for a four-lane divided facility on new location from existing US 64 west of Asheboro to US 64 east of Asheboro, including a two-mile, two-lane connector to the NC Zoo. In addition to roadway and multi-discipline design services, the project included the design of 23 new bridges, 12 culverts, and a 1,600-foot-long sound barrier.

Stuart served as traffic studies lead and oversaw the development of multiple traffic analysis documents related to this 16.7-mile high-profile project. The traffic analyses were done in Synchro/SimTraffic and HCS. They included an update to the **Interchange Access Request** for I-74 and a Value Engineering Study to document the impact of not providing a bridge for a service road and requiring a permanent travel pattern change. A Travel Demand Model update and output analysis were performed using the Asheboro MPO model to assess the volume impact of this travel pattern change.

I-64 Southside Widening and High Rise Bridge, City of Chesapeake, VA | Design-Build

Key Personnel Role: Lead Traffic Engineer

Experience with Current Firm: Yes, RK&K

Project/Assignment Duration: Project 2017 – 2022, Assigned 2017 – 2022

Owner Contact Information: VDOT, Rick Correa, rick.correa@vdot.virginia.gov, 757.494.5486

Design/Construction Value: \$410 Million

Project Description: RK&K is the Lead Designer for this I-64 widening and new High Rise Bridge over the Elizabeth River. This project included widening the existing interstate from four lanes to six lanes and accommodating General Purpose lanes and HOT/HOT lanes.

Stuart served as the lead traffic engineer and was responsible for overseeing the development of the Transportation Management Plan (TMP), including a detailed work zone traffic analysis, using **TransModeler**, MOT Plans including the bridge phasing, Signing/Marking, Lighting, Signals, ITS, and Civil Toll Infrastructure. Lighting included the development of continuous freeway lighting photometric and construction plans, including voltage drop calculations and electrical wiring details. The project involved overlapping technologies for peak hour shoulder lane use, and HOT lane infrastructure for express lane congestion pricing, with overhead gantries for both, and also separate ITS systems.

I-24 SMART Corridor Phase III, Davidson and Rutherford Counties, TN

Key Personnel Role: Project Manager

Experience with Current Firm: Yes, RK&K

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

Owner Contact Information: TDOT, Greg Dyer, greg.dyer@tn.gov, 615.253.0046

Design/Construction Value: \$1.2 Million (Design)



Project Description: This phase of the project includes the preliminary planning, and final design for connections along the corridor, along US 41, and along the parallel and connecting arterial routes. Initial planning efforts analyzed the ramp metering in VISSIM and selected the appropriate algorithm. Later phases include the development of a Systems Engineering document for the entire I-24 SMART Corridor, a Concept of Operations for the technologies deployed, and the integration of all systems back into a central system. The ramp metering elements of the project include ramp and interstate widening to accommodate appropriate acceleration lanes and provide two-lane on-ramps where demand dictates. Stuart has overseen the roadway, traffic, and MOT design elements for this. As part of the signal upgrades, communication from locality signals will be provided to TDOT for incident management, with redundant elements and security features to maintain individual functionality for each agency.

Stuart was responsible for Phase III, a 32-mi. span connecting Downtown Nashville and Murfreesboro. He designed continuous CCTV coverage for I-24 and arterial networks, Dynamic Message Signs along I-24 and arterial for incident notification/diversion, ramp metering, arterial signal timings, arterial signal upgrades, and project-wide fiber for communications. Part of the project also included the development of an **Interchange Modification Report (IMR)** at I-24 and Briley Pkwy (SR 155)

- 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.

Stuart will not be required to be on-site full-time but will attend all routine project meetings in person and will be primarily dedicated to design of the Project.

KEY INDIVIDUAL RESUME FORM

Brief Resume of Key Individual anticipated for the Project.	
<p>a. Name & Title: Jeffrey Scott Kutttesch, PE, PTOE Senior Project Delivery Leader, Traffic</p>	 
<p>b. Role of Key Individual for this Project: Traffic Engineer</p>	
<p>c. Name of Firm with which you are now associated: Rummel, Klepper & Kahl, LLP (RK&K)</p>	
<p>d. Years of Experience: With this Firm <u>17</u> Years With Other Firms <u>2</u> Years RK&K: Sr. Project Delivery Leader, Traffic – Responsible for managing and preparing traffic engineering and ITS plans for complex transportation projects, including large design-build projects, 2004 – 2013, 2015 - Present VDOT: Area Traffic Engineer – Responsible for management, traffic analysis and design of transportation projects, 2013 – 2015</p>	
<p>e. Education: VA Polytechnic Institute and State University / Blacksburg, VA / Master of Science / 2004 / Civil Engineering VA Polytechnic Institute and State University / Blacksburg, VA / Bachelor of Science / 2003 / Civil Engineering</p>	
<p>f. Active Registrations: 2023/SC/Civil/Pending; 2016/NC/Civil/ 043428; 2007/MD/Civil/35299; 2021/VA/Civil/0402047612 Professional Traffic Operations Engineer, #2632</p>	
<p>g. Document the extent and depth of your experience and qualifications relevant to the Project.</p> <p><u>I-95 Fredericksburg Extension (FredEx), Fredericksburg, VA</u> Key Personnel Role: Lead Traffic Engineer Experience with Current Firm: Yes, RK&K Project/Assignment Duration: Project 2016 – 2018, Assigned 2016 – 2018 Owner Contact Information: VDOT, Scott Smizik, Scott.Zmizik@vdot.virginia.gov, 804.371.4082 Design/Construction Value: \$640 Million (Construction) Project Description: RK&K served as the lead author of a revised Environmental Assessment (EA) and helped VDOT develop the request for the Finding of No Significant Impact (FONSI) for the I-95 HOT Lanes Project (also known as FredEx).</p> <p>Jeff served as the lead traffic engineer responsible for providing traffic engineering support for task orders issued under this on-call contract. He served as the Traffic Engineering Discipline Leader for the NEPA study for the proposed extension of the I-95 Express Lanes (High Occupancy Toll Lanes). Jeff oversaw all aspects of traffic forecasting development, traffic operations analysis – a VISSIM model was developed for 34 miles of the I-95 corridor, and the development of the Transportation Technical Report to support the Environmental Assessment (EA). The traffic analysis from the NEPA process was also used to develop the Interchange Justification Report (IJR) for the proposed additional and modified access points along the I-95 corridor.</p> <p><u>I-95 at Exit 126 Improvements (US Route 1), Spotsylvania County, VA</u> Key Personnel Role: Lead Traffic Engineer Experience with Current Firm: Yes, RK&K Project/Assignment Duration: Project 2021 – 2022, Assigned 2021 – 2022 Owner Contact Information: VDOT, Stephen Haynes, stephen.haynes@vdot.virginia.gov, 540.899.4709 Design/Construction Value: \$37 Million (Construction) Project Description: RK&K served as the traffic engineering and conceptual design lead for this Interchange Modification Report for improvements to the interchange of I-95 and US Route 1 in Spotsylvania County. The improvements were spurred by the development of a new 400,000 SF Veterans Administration Outpatient Clinic in the northeast quadrant of the interchange and substantial additional planned development in the region.</p> <p>Jeff served as the lead traffic engineer and was responsible for developing an Interchange Modification Report (IMR) for modifications to the existing interchange of I-95 and US Route 1. Jeff coordinated data collection activities, field observations, and traffic volume forecast development based on historical trends and future expected development, identification of potential improvement alternatives, microsimulation analysis using VISSIM for existing and future conditions, safety analysis, and development of an IMR in accordance with VDOT and FHWA requirements. The project included 6 alternatives for potential improvements which were documented in the report. Based on the recommended improvement, Jeff led a multi-disciplinary team in the preparation of conceptual design plans and cost estimates to support a successful grant application to improve the interchange.</p>	

I-81 Exit 14 (Route 140/Jonesboro Road), Abingdon, VA

Key Personnel Role: Lead Traffic Engineer

Experience with Current Firm: Yes, RK&K

Project/Assignment Duration: Project 2011 – 2019, Assigned 2011 – 2013

Owner Contact Information: VDOT, Chase Buchanan, chase.buchanan@vdot.virginia.gov, 276.645.4878

Design/Construction Value: \$78 Million

Project Description: RK&K served as traffic design lead and provided engineering services for developing right-of-way and construction plans for improvements to I-81 Exit 14. The proposed improvements were developed as a phased contract to reconfigure the intersection to improve traffic operations and realign the mainline of I-81 for approximately one mile on each side of the interchange.

Jeff served as a project engineer and was responsible for developing an **Interchange Modification Report (IMR)** for modifications to the existing interchange of I-81 and Route 140 (Jonesboro Road). Jeff coordinated data collection activities, traffic volume forecast development based on historical trends and future expected development, identification of potential improvement alternatives, existing and future conditions, traffic operational analysis using the Highway Capacity Software, Synchro/SimTraffic, and CORSIM, safety analysis and development of an IMR in accordance with VDOT and FHWA requirements.

NCDOT – I-40 Widening & Improvements Design-Build, Wake and Johnston Counties, NC

Key Personnel Role: Traffic Project Manager

Experience with Current Firm: Yes, RK&K

Project/Assignment Duration: Project: 2018-Present, Assigned 2018-Present

Owner Contact Information: NCDOT, Malcolm Watson, PE, mewatson@ncdot.gov, 919.707.6614

Design/Construction Value: \$408 Million

Project Description: RK&K is the lead designer for this I-40 project, one of the most heavily traveled highways in the Raleigh area. This project widens 12.8 miles of I-40, modifies **six interchanges** (including 2 DDIs), and replaces bridges along I-40. The widening consists of ten-lane, eight-lane, and six-lane sections designed to meet 70 and 75-mph interstate standards.

Jeff served as the traffic project manager, responsible for the oversight of lane closures/detour analysis. Tasks involved traffic volume development, capacity analysis, identification of detour routes, and development of a technical report. Jeff also completed a detailed **Interchange Alternatives Assessment** for possible modifications at the I-40/Jones Sausage Road interchange.

Relevant Accomplishments

- Six (6) interchanges (partial cloverleaf, freeway to freeway, diamond, and diverging diamond)
- Bridges for water crossings including adjacent environmentally sensitive areas.

I-395 at Boundary Channel Drive, Arlington, VA

Key Personnel Role: Lead Traffic Engineer

Experience with Current Firm: Yes, RK&K

Project/Assignment Duration: Project 2014 – 2017, Assigned 2015 – 2017

Owner Contact Information: Arlington County, Jon Lawler, jlawler@arlingtonva.us, 703.228.3724

Design/Construction Value: \$20 Million



Project Description: RK&K served as traffic design lead and prepared an **Interchange Modification Report (IMR)** for the Boundary Channel Drive interchange along I-395 in Arlington County for approval by VDOT and FHWA. This interchange is located in one of the area's most congested travel corridors. It serves commuter traffic to the District of Columbia and major employment and growing population centers such as the Pentagon and Crystal City.

Jeff served as the lead traffic engineer responsible for traffic analysis, modeling, and documentation efforts for the Boundary Channel Drive **Interchange Modification Report (IMR)**. His analysis efforts included operational analysis, extensive calibration of existing conditions along I-395, and evaluation of the operational performance of various proposed concepts for the project using multiple traffic operational and simulation tools (VISSIM, SIDRA, HCM & Synchro).

- 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.

Jeff will not be required to be on-site full-time but will attend all routine project meetings in person and will be primarily dedicated to design of the Project.

KEY INDIVIDUAL RESUME FORM

Brief Resume of Key Individual anticipated for the Project.	
<p>a. Name & Title: Benjamin John Bishop Project Manager</p>	 
<p>b. Role of Key Individual for this Project: Construction Manager</p>	
<p>c. Name of Firm with which you are now associated: Reeves Construction Company</p>	
<p>d. Years of Experience: With this Firm <u>8 Years</u> With Other Firms <u>10 Years</u> Reeves Construction: Project Manager – Ben is responsible for managing all aspects, from estimating and design thru project closeout of Heavy Civil Infrastructure projects. He manages self-perform and subcontracted operations for scopes including MOT, utility relocation, storm drainage, grading, structures, structures rehab, asphalt paving, and specialty items, as assigned, 2015 – Present Crowder Construction Company: Project Manager – Ben was responsible for the management of assigned construction projects, 2013 – 2014 Lee Construction of the Carolinas, Inc.: Project Engineer – Ben was responsible for submittals, schedules, work plans, and estimating, 2005 – 2013</p>	
<p>e. Education: University of North Carolina, Charlotte/Charlotte, NC/Bachelor of Science / 2006 / Civil Engineering Technology Horry Georgetown Technical College /Conway, SC/ Associates of Science / 2004 / Civil Engineering Technology</p>	
<p>f. Active Registrations: N/A</p>	
<p>g. Document the extent and depth of your experience and qualifications relevant to the Project.</p> <p><u>US-74 Monroe Connector Bypass, Design-Build, R-3329/R-2559, Mecklenburg-Union Counties, NC</u></p> <p>Key Personnel Role: Construction Manager</p> <p>Experience with Current Firm: Yes, Reeves Construction (formerly Sloan) Hyperlink to Work History Form</p> <p>Project/Assignment Duration: Project: 2015-2020, Assigned: 2016-2020</p> <p>Owner Contact Information: Summit, Rob Cousins, PE, rob.cousins@summitde.net, (540) 320-6428</p> <p>Design/Construction Value: \$32 Million</p> <p>Project Description: This project's scope included the construction of a new elevated six-lane divided highway with two-lane frontage roads adjacent to the mainline and the construction of two bridges over existing cross streets and one flyover bridge over the new toll road on-ramp. Work included clearing and grubbing, moving and placing 1.2M cy of borrow and excavation, drainage, MSE walls, structures, curb and gutter, and asphalt paving.</p> <p>Ben managed the construction of segment one of the project, which tied the western end of the new connector to existing US 74. Ben also oversaw the construction of eleven other bridges across the 20+ mile toll road at six sites. His specific responsibilities included coordinating with the prime contractor, designers, and subcontractors, scheduling, cost control, design plan review, and managing up to ten crews.</p> <p><u>US-301 (I-95 Bus) over Cape Fear River and Cross Creek, B-4091/B-4949, Cumberland County, NC</u></p> <p>Key Personnel Role: Project Manager</p> <p>Experience with Current Firm: Yes, Reeves Construction (formerly Sloan)</p> <p>Project/Assignment Duration: Assigned: 2015-2016, Project: 2012-2016</p> <p>Owner Contact Information: NCDOT, Jason Salisbury, jsalisbury@ncdot.gov, (910) 364-0607</p> <p>Design/Construction Value: \$17.1 Million</p> <p>Project Description: This project included the construction of two bridges and associated road work. The scope of work consisted of a new 980' long bridge over the Cape Fear River and a 330 feet long bridge built in two stages over Cross Creek.</p> <p>Ben's responsibilities included managing four bridges and one grading crew self-performing bridge, grading, and drainage, and coordinating subcontractors for paving, overhead signage, signalization, cost management, scheduling, and project closeout.</p>	

I-295 Outer Loop, Cumberland County, NC

Key Personnel Role: Project Engineer
Experience with Current Firm: Yes, Reeves Construction (formerly Sloan)
Project/Assignment Duration: Project: 2011-2013, Assigned: 2011-2016
Owner Contact Information: NCDOT, Jason Salisbury, jsalisbury@ncdot.gov, (910) 364-0607
Design/Construction Value: \$22 Million

Project Description: This project included the construction of 13 bridges on new location for I-295, from All American Boulevard to Bragg Boulevard in Fayetteville, NC. **The main bridge on the project was a 1,300-foot 3-level, curved steel girder steel flyover bridge over All American Boulevard and future I-295 with post-tension caps.**

Ben's responsibilities included daily coordinating five bridge crews, all submittals, Requests for Information, and related construction engineering for formwork and lift plans.

S-655 Auten Road over Fishing Creek, York County, SC

Key Personnel Role: Project Manager
Experience with Current Firm: Yes, Reeves Construction (formerly Sloan)
Project/Assignment Duration: Project 2018-2019, Assigned: 2018-2019
Owner Contact Information: SCDOT Jared Bragg, braggjk@scdot.org, (803) 324-3545
Design/Construction Value: \$2.2 Million

Project Description: This project included the construction of a new bridge over a waterway along with the demolition of the existing bridge.

Ben's responsibilities included the coordination of subcontractors, cost management, scheduling, and project closeout for the bridge work.

US 29 over Norfolk Southern Railroad, Cherokee and Spartanburg County, SC

Key Personnel Role: Bridge Project Manager
Experience with Current Firm: Yes, Reeves Construction (formerly Sloan)
Project/Assignment Duration: Project 2019-2021, Assigned: 2019-2021
Owner Contact Information: SCDOT Marcus Mathis, MathisMW@scdot.org, (864) 48-5760
Design/Construction Value: \$5.6 Million

Project Description: This project included the construction of a new 274' bridge over a Norfolk Southern Railroad and demolishing the existing bridge. The project also included, by change order and repairs to, two bridges in Chesterfield County involving the installation of crutch bents.

Ben's responsibilities included managing bridge crews, communicating with the owner, coordinating subcontractors, scheduling, and project closeout for the bridge work.

- 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.

Ben is currently assigned to the Structures Division Office as a Project Manager for these projects:

SCDOT, District 4, D-B CLRB Package 2021-1 with duties and responsibilities completed in November 2023

For the duration of construction, Ben will be dedicated solely to managing the construction of the Project, shall have no other assigned Project responsibilities, and shall not be utilized on any other projects. Ben will be on-site during all construction activities for the Project and attend status meetings during the construction phase.

Immediately upon Ben's completion of commitments on District 4, D-B CLRB Package 2021-1 he will be assigned to the I-26/95 Interchange Project. This early assignment will enhance team integration and constructability reviews by adding the Construction Manager to the design phase and ensuring constructability is incorporated within the design.




Appendix B

Work History and Quality Forms


(Section 3.5.1)





WORK HISTORY AND QUALITY FORM – CONTRACTOR/DESIGNER

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 Branch Civil or 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 Branch Civil (in thousands)
I-295 Fayetteville Outer Loop Design-Build Cumberland and Robeson County, North Carolina	Branch Civil, Inc.	NCDOT Joseph M. (Mike) Parker, PLS, Resident Engineer 910.702.6090 jmparkerjr@ncdot.gov	12/2024 <i>(Original project scope is complete – all remaining work is being performed under an owner-directed change order)</i>	\$235,000	\$235,000
g. Narrative describing the work performed by Branch Civil.					
<div><div><p>Branch is part of a Joint Venture (JV) partnership team that is currently constructing this \$235 million freeway bypass project south of Fayetteville to improve traffic capacity deficiencies and increase mobility and safety in the region. The six-mile roadway includes a new location section of I-295 and four miles of upgrading I-95 to an eight-lane facility, including three new interchanges, one of which is a system-to-system interchange with I-95. The project includes the construction of 14 new bridges, including a curved-steel girder flyover bridge over I-95. This roadway will eventually be part of a 39-mile fully controlled-access highway. The project required the movement of 3 million CY of borrow, including 1.5 million from one side of I-95 to the other. The JV team utilized an innovative conveyor system to move the borrow over I-95, significantly reducing traffic congestion impacts and improving safety for the traveling public and workers during construction. This solution allowed the borrow to be moved into position using off-road dump trucks, removing over 150,000 truckloads from public roads and providing a safer, faster project delivery with minimal impact on the surrounding environment. The remaining 1.5 million CY of borrow was mined directly adjacent to the new alignment, eliminating an additional 150,000 trucks from public roads. All multi-vehicle hauling operations were performed during nighttime to ensure that construction did not impact local traffic. Shoulder strengthening/widening was performed to allow 12-foot travel lanes during construction once a portable concrete barrier was installed. Widening and breaks in the barrier were installed to provide pull-off areas for incident management. From mile marker 36 to 56 on I-95, the new facility removes traffic from I-95 for access to Fort Bragg, the City of Fayetteville, and neighboring communities.</p></div><div><div><p>Branch Location Morrisville, NC</p><p>Key Individual Participation Drew Johnson, PE, Brian Evans</p><p>Relevancy:</p><ul style="list-style-type: none">✓ Design-Build Project✓ System-to-System Interchange in the I-95 Corridor✓ Bridge Construction✓ Construction Adjacent to Moving Traffic Lanes✓ Utility Conflicts✓ Extensive Borrow</div></div></div>					
h. Self-Assessment. The information provided in this section should be a self-assessment of Branch Civil’s performance on the project to identify Branch Civil with firms or personnel that have successfully completed projects on time and on or under budget, and to identify Branch Civil that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
The JV team worked in conjunction with the designer and NCDOT 11 months prior to price submission, and an additional 12 months before the start of construction. Preconstruction activities included close collaboration to optimize the best price and design. This relationship continued into construction and initiated the Progressive D-B (PDB) approach for upgrading I-95 to an eight-lane, median-divided facility, including the widening of two bridges over I-95.					
i. Quality Initiatives. Discuss Branch Civil’s quality initiatives including, but not limited to, cost control, schedule management and adherence, avoidance of claims, and other pertinent initiatives enhancing quality on the project.					
In addition to the original scope, the team and NCDOT worked together to prioritize and progress work on the project. A PDB approach was established and the team developed an open-book pricing process to negotiate an owner-directed change order amount and revised schedule. Through this partnership, the JV collaboratively arrived at an additional solution to include widening I-95 between mile markers 37 and 41 into the I-295 project. This addition significantly reduces the cost impacts of the right-of-way, advances the I-95 improvements, reduces congestion, and improves safety on the roads. Through this PDB approach, the team was able to save the NCDOT \$20 million on a \$103 million contract change, or 20%. This approach allowed construction to start approximately one year earlier than planned and preventd NCDOT from losing federal funding for the project.					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, Branch Civil shall provide a detailed explanation below.					
N/A					


WORK HISTORY AND QUALITY FORM – LEAD CONTRACTOR

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 Branch Civil or 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 Branch Civil (in thousands)
US 17 Maysville Bypass Craven and Jones County, North Carolina	Branch Civil, Inc.	NCDOT Cadmus Capehart, PE, Division Construction Engineer, 252.439.2840 ccapehart@ncdot.gov	12/2020	\$145,000	\$101,000
g. Narrative describing the work performed by Branch Civil.					
<div><div><p>Branch Civil, Inc. (Branch) was a joint venture (JV) partner that delivered this project that included 16.04 miles of highway (12 miles on new alignment and 4 miles of widening an existing two-lane highway to a four-lane divided highway). The overall project included 4.79 million cubic yards (CY) of earthmoving (unclassified/borrow), associated drainage pipe and culvert work, and hundreds of thousands of tons of rock and asphalt pavement. 26 new bridge structures were built, including five dual sets over crossroads, four dual sets over wetlands, and one dual set to accommodate a wildlife crossing. There were also four crossroad bridges and one single-lane ramp bridge over the new alignment. With over 53 environmentally sensitive areas, the project had significant exposure to environmental impacts. Throughout construction, the team maintained a flawless record of no environmental warnings or citations. The team prioritized obtaining borrow that was as close to the project alignment as possible to minimize truck traffic on the highway and local roadways. A strategic agreement from an adjacent property owner allowed borrow to be moved from the bit directly to the project ROW, eliminating over 107,000 truckloads of material from the local roadways. Of the 4.79 Million CY (unclassified/borrow) of earth moving, mostly from offsite sources. In addition, most of these sites required the team to prepare a detailed reclamation plan for each borrow site for approval by the landowner, NCDOT, and the local environmental agencies. The team deployed an extremely strong permitting process procedure and handled all the coordination related to engineering the reclamation plans in-house. The team procured borrow from seven locations, two of which were commercial rock quarries, and mined over 4.3 million CY of borrow material from offsite sources safely and with no environmental incidents.</p></div><div><div><p>Branch Location Morrisville, NC</p><p>Key Individual Participation Drew Johnson, PE, Brian Evans</p><p>Relevancy:</p><ul style="list-style-type: none">✓ Design-Build Project✓ Interchange✓ Staged Construction✓ ROW Acquisition✓ Construction Adjacent to Moving Traffic Lanes✓ Utility Conflicts✓ Extensive Borrow</div></div></div>					
h. Self-Assessment. The information provided in this section should be a self-assessment of Branch Civil’s performance on the project to identify Branch Civil with firms or personnel that have successfully completed projects on time and on or under budget, and to identify Branch Civil that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
Delivered seven months ahead of schedule, the project was one of 12 awarded a 2020 Pinnacle Award by the Carolinas Association of General Contractors based on its value to the community, unique aspects and challenges, safety performance, project management, budget, and schedule.					
i. Quality Initiatives. Discuss Branch Civil’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.					
An early project issue involved an off-site detour that closed a local road for six months. The team discovered that the closure would have routed school bus traffic down a flood-prone dirt road. NCDOT concurred with JV, and the scheduled shutdown was stopped. The team worked with NCDOT to develop a safer and more efficient detour without impacting the original schedule and minimizing impacts to the ROW and the environment. The solution was so effective that the team was able to deploy this solution on other planned detours required to build the project.					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, Branch Civil shall provide a detailed explanation below.					
N/A					


WORK HISTORY AND QUALITY FORM – LEAD CONTRACTOR

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 Reeves’ 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 Reeves (in thousands)
Monroe Bypass Design-Build Project Union Mecklenburg Counties, North Carolina	Monroe Bypass Constructors (United Infrastructure Group, Anderson Columbia and Boggs Paving) RK&K – Lead Designer	North Carolina Department of Transportation Rob Cousins, PE (Sr Asst Res Eng, CEI, Summit) 919.732.3883 rob.cousins@summitde.com	Construction: July 2019 (construction began in May 2015)	\$464,000	\$32,000
g. Narrative describing the work performed by Reeves. If submitting work completed by an affiliated or subsidiary company of Reeves, identify the full legal name of the affiliate or subsidiary and their role on the Project.					
<p>Reeves was selected by the Monroe Bypass Constructors team to be a Major Subcontractor for portions of this 19.7 mile new alignment toll road project. Reeves’s scope was to fulfill the Lead Segment Contractor role for Segment 1, a 2.1-mile section that includes the Directional Interchange connection of existing US 74 to the US 74 Bypass Toll Road on the west end of the project. Segment 1 of the project consisted of an elevated, six-lane, controlled-access toll road with two-lane frontage roads located along each side of the mainline and three bridge structures. Reeves completed the construction of the roadway and structures while maintaining traffic on the heavily travelled existing US 74 thoroughfare, one of the main corridors into Charlotte, NC. Reeves was also a Bridge Subcontractor on Segments 2 and 3 of the project, and responsible for completing eleven other bridge structures, including overpasses interchange bridges and multiple-span creek bridges.</p> <p>The grading and drainage operations for Segment 1 included Reeves moving over 1,000,000 CY of material to and from offsite pits to construct the roadway embankment while coordinating with the project’s mechanically stabilized earth (MSE) wall and paving subcontractors. By creating and adjusting MOT to enable the delivery of this material to the project, Reeves and RK&K worked closely together to implement alternate methods to accelerate the work and allow our team to work around utility and ROW conflicts by strategically adjusting the MOT and bridge phasing.</p>		 		<div>Reeves Location Blacksburg, SC</div> <div>Key Individual Participation Benjamin Bishop, Stuart Samberg, Jeff Kuttesch</div> <div>Relevancy<ul style="list-style-type: none">✓ Design-Build Delivery✓ Freeway/Interstate/Complex MOT✓ Interstate Interchanges✓ Staged Construction✓ Environmental Permitting✓ Right of Way Acquisition✓ Construction Over Active Traffic Patterns✓ Utility Conflicts✓ Hazardous Materials✓ Coordination with Adjacent Projects</div>	
h. Self-Assessment. The information provided in this section should be a self-assessment of Reeves performance on the project to identify Reeves with firms or personnel that have successfully completed projects on time and on or under budget, and to identify Reeves that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
<p>Reeves has worked with Monroe Bypass Constructors and NCDOT to mitigate delays on Segment 1 with right of way acquisition and utility relocation. Work sequences were rearranged to construct portions of new roadway around parcels that had not yet been acquired and utilities that still required relocation. Reeves worked with RK&K to modify the MOT plan to adapt to the changes in work sequences. These changes led to time savings of over 5 months to the critical path of the project. Reeves reviewed bridge designs with RK&K to find ways to combine concrete pours in both the substructure and the superstructure that shortened the duration of the bridge construction by several weeks. We also used temporary wire walls to start backfill waiting periods prior to bridge completion. Each week we held a meeting between the joint venture and all team members to review the upcoming week’s schedule, the overall project schedule, and address any questions before they become major issues.</p>					
i. Quality Initiatives. Discuss Reeves 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>Reeves is committed to constructing quality projects while maintaining the safety of our workers and the traveling public. Crews began each shift with a safety and planning meeting to discuss the work plan and safety hazards for the day, followed by a stretch and flex exercise. The project team held weekly progress meetings to review cost and schedules, plan upcoming work, and review the previous week’s near-misses or accidents. Reeves uses crew schedules that forecast three weeks and are tied to the overall P6 project schedules to plan and monitor performance on all projects. In a weekly operations meeting between region management, project managers, and superintendents, schedules and issues are discussed by our entire team to tap into the experience of our management group and promptly identify problems and solutions. Reeves utilizes daily and weekly cost reporting to communicate activity performance to both crews and management and allow for adjustments as work progresses.</p>					
j. For each question in Section 3.5.2 of the RFQ for which a “Yes” answer was provided, Reeves shall provide a detailed explanation below: N/A					
N/A					


WORK HISTORY AND QUALITY FORM – LEAD DESIGNER

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: Design-Build I-66 Outside the Beltway Location: Fairfax Co., VA	FAM Construction, LLC RK&K - Design Consultant	Name of Owner: VDOT/FAM Project Manager: Richard Clifton Phone: 804-240-9042 Email: rclifton@fam66.us	Design Completed: Ongoing Estimated Completion: 04/2023 Construction: Ongoing Anticipated Completion: 04/2023	\$2,200,000	\$9,800
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><p>RK&K provided final design services for three interchanges along I-66: Route 123, Nutley Street, and I-495. At Route 123, RK&K designed a diamond interchange with express lane T-ramps at the bridge, including adjacent intersections within one-mile of the interstate. At the Nutley Street interchange, the initial corridor-wide studies developed this interchange as a DDI. As part of a value engineering effort, RK&K determined that a roundabout interchange concept would operate more efficiently and eliminate the need for construction of a second structure. The cost-saving design, of nearly \$30M, also reduced travel time through the interchange for all movements. The roundabout interchange concept also reduced the overall right-of-way impacts by almost an acre, including the complete elimination of impacts to three parcels. At I-495, RK&K designed a system-to-system interchange, including adjustment of the horizontal alignment of the eastbound lanes to avoid an existing WMATA Traction Power Substation and a redesign of the vertical alignment in both the eastbound and westbound directions to minimize the amount of reconstruction of the existing pavement required in this area.</p><p>RK&K was responsible for the development of the sequence of construction (SOC) and complete MOT plan design for the entire 22.5-mile corridor, including all 9 interchanges, and development and initial concept plans for cost and time-saving measures during construction. RK&K was also responsible for developing signing plans, pavement marking plans, and ITS plans for all 22.5 miles of I-66, and 9 interchanges including the parallel US 29 corridor. For the easternmost 5-miles of the project, RK&K prepared photometric analysis and lighting plans for the I-66 mainline (General Purpose and Express Lanes), three interchanges, and shared-use paths, including underpasses, in order to ensure the design and pole placement was compliant with VDOT, AASHTO, and IES design guidance (i.e. VDOT’s Traffic Engineering Design Manual, AASHTO’s Roadway Lighting Design Guide, and IES’ Recommended Practice for Roadway Lighting – RP-8-18). The photometric analysis included calculations for horizontal illuminance, luminance, and veiling luminance to ensure compliance. Upon gaining owner approval of the proposed photometric analysis, RK&K designed the lighting system. RK&K performed all necessary design calculations to size wires, conduits, circuit breakers, and contractors used in the electrical system. RK&K was also responsible for preparing all barrier details where light poles were to be mounted integral to the traffic barrier. RK&K prepared these designs in accordance with Partial Interchange Lighting standards to reduce the overall cost of the project while maintaining necessary light levels for safety.</p><p>For this project, RK&K developed a Systemic Interchange Access Request for the entire project, which extended from US 15 to Route 7, spanning a distance of 26 miles, and included 11 interchanges. For this effort, RK&K evaluated additional express lane access configurations, reconfigurations at 9 interchanges (including two System-to-System Interchanges). Traffic forecasting was performed using the regional travel demand model, with analysis performed in VISSIM, and safety analysis developed in ISATe. Once all technical aspects were completed for the IAR, RK&K developed the technical documentation and obtained approval from local agencies, VDOT, and FHWA.</p></div><div><p><i>I-66/I-495 System to System Interchange</i></p></div><div><p>Design Location Fairfax, VA</p><p>Key Individual Participation Stuart Samberg, PE, PTOE – Design Manager</p><p>Relevancy</p><ul style="list-style-type: none">✓ Design-Build Delivery✓ Interchange Modification Report (IMR)✓ Roadway, alternatives development✓ Supplemental Survey/Utility Test Pits✓ Retaining Walls and Noise Barriers✓ Geotechnical✓ Hydraulics✓ Traffic Engineering✓ ITS, Lighting, Signing and Pavement Marking✓ ROW Coordination✓ Utilities, Coordination, , Relocations✓ Public Involvement</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 firms have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
RK&K was committed to and achieved an accelerated schedule, producing Field Inspection, Final Design, and Approved for Construction (AFC) Plans and obtaining Approved as Noted AFC Grading and Drainage plans within seven months, allowing construction work to begin. RK&K continued completing full AFC plans in coordination with the design-builder to incorporate contractor-controlled elements, such as utility relocation, ITS elements, and coordination with other segments and to minimize utility impacts and optimize MOT to match the latest field conditions.					
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.					
RK&K and the design-build team were committed to providing high standards of quality. Several means and methods of ensuring quality included: Grade-separated pedestrian paths are provided to instill the highest levels of safety. The Team inspected every retained pipe by video and developed a repair strategy. RK&K incorporated the use of RK&K’s Inter-discipline Review procedures, where each discipline and the contractor were required to review and sign off on each submittal to ensure a quality design.					
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 – LEAD DESIGNER

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: US 64 Asheboro Bypass Design-Build Location: Randolph Co., NC	Name: Asheboro Bypass Constructors (Thompson Arthur Paving & Construction – a division of APAC-Atlantic, Inc. & Wright Brothers Construction Co.) RK&K – Lead Designer	Name of Owner: NCDOT Project Manager: Reuben Blakley, PE Phone: 910.773.8027 Email: rblakley@ncdot.gov	Professional Services: 2014 Construction: 2019	\$264,000	\$16,718
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.					
<p>RK&K served as Lead Designer for this 16.7-mile, high-profile design-build, divided facility on new location from existing US 64 west of Asheboro to US 64 east of Asheboro, including a two-mile, two-lane connector to the Zoo to the existing NC 159/Zoo Entrance. With more than 800,000 guests visiting North Carolina’s most popular tourist attraction each year, the NC Zoo and US 64 corridor experienced extremely heavy traffic. Providing multi-discipline design and oversight, the project included six interchanges, 23 new bridges, 12 culverts and a 1,600-foot-long sound barrier. Serving more than functionality, RK&K’s “Gateway Design” serves as a welcoming gateway to the nation’s largest natural habitat zoo. RK&K coordinated bridge and landscape design aesthetics to highlight the Zoo and incorporate an “open air” look.</p> <p>Roadway/Interchange Design With ROW averaging 300 feet, this controlled access highway with a 46-foot grassed median was designed for 70 mph. Interchanges were designed at each end of the project on US 64, NC 49, I-74, Zoo Connector, and NC 42. Due to the many landlocked properties created by the bypass, performed an exhaustive service road study which resulted in 16 service roads being added to the project.</p> <p>Traffic/Interchange Access Request/Value Engineering RK&K performed traffic analyses in Synchro/SimTraffic and HCS. A Travel Demand Model update and output analysis were performed using the Asheboro MPO model to assess the volume impact of this travel pattern change. The project included an Interchange Access Request for I-74 and a Value Engineering Study to document the impact of not providing a bridge for a service road and requiring a permanent travel pattern change.</p> <p>Bridges and Structures RK&K designed and provided design oversight for 23 bridges (grade-separated bridges, interchange loops and ramps, and structures over water) ranging from 114’ to 262’ in length. In addition to constructability, long-term benefits, and ensuring the best value, focus was placed on aesthetic design that incorporated decorative stone and stamped elephant images in the end of the pier caps.</p>				<div><p>Design Location Raleigh, NC</p><p>Key Individual Participation Stuart Samberg, PE, PTOE – Traffic/IAR Relevancy</p><ul style="list-style-type: none">✓ Design-Build Delivery✓ Interchange Access Request✓ Freeway/ Complex MOT✓ Interstate Interchange✓ Staged Construction✓ Demolition✓ Environmental Permitting✓ Right-of-Way Acquisition✓ Construction over Active Traffic✓ Utility Conflicts✓ Hazardous Materials</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 firms have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, an d arbitration.					
<p>RK&K’s impressive technical score of 90 during the design-build selection process was an early indicator of performance. In addition to solving complex challenges, meeting the client’s needs was demonstrated by the project opening to the public nearly one month ahead of schedule. RK&K’s innovative design relieved traffic congestion and provided the public with an aesthetic gateway to the nation’s largest natural habitat zoo. <i>As quoted by NCDOT’s Project Manager Reuben Blakley, PE “RK&K not only exceeded the needs and expectations of NCDOT, but their design of this critical project has provided the NC Zoo, City of Asheboro, Randolph County, and the entire region with substantial social and economic benefits.”.</i></p>					
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 creation and implementation of an efficient initial design was essential to sustaining timelines and budgets in order to prevent delays and additional expenses brought on by redesign. RK&K created a Design Quality Management Plan (DQMP) that required all design submissions, including those from subconsultants, go through an interdisciplinary review process. This method reduced the possibility of conflicts between the various design disciplines, preventing the need for time-consuming plan revisions and expensive constructability problems in the field. The use of "check prints," which mandated that every sheet be examined, updated, back-checked, and authorized before being sent for review, was another important component of the DQMP. Additionally, internal audits were carried out.</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 – LEAD DESIGNER

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 Widening and Improvements Design-Build Location: Wake and Johnston Counties, NC	S.T. Wooten Corporation RK&K – Lead Designer	Name of Owner: NCDOT Project Manager: Malcolm Watson, PE Phone: 919.707.6614 Email: mcwatson@ncdot.gov	Design Completed: Ongoing Anticipated Completion: 06/2025 Construction: Ongoing Anticipated Completion: 06/2025	\$408,000	\$22,514
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><p>RK&K is serving as the Lead Designer for the widening and improvements of I-40 from the I-40 / I-440 / US 64 interchange in Wake County to just north of SR 1525 (Cornwallis Road) in Johnston County. As one of the most heavily traveled and congested transportation facilities in the Raleigh, North Carolina area, this project provides a higher level of service on I-40 and relieves present and future congestion. The 12.8-mile long project consists of ten-lane, eight-lane, and six-lane sections and is designed to meet 70 and 75 mph for freeway interstate standards. In addition to widening, this much-needed project includes 6 interchanges (partial cloverleaf, system to system, diamond, and diverging diamond), 15 bridges, replacement and extensions of numerous box culverts, and sound barrier and retaining walls. The flyover ramp bridge at the I-40/I-440 interchange is a complex bridge design - horizontally curved steel girders (radial bents) with span lengths exceeding 200 feet in length. RK&K also completed a detailed Interchange Alternatives Assessment for possible modifications at the I-40/Jones Sausage Road interchange.</p><p>To ensure the initial design is effective all design submittals (including those from subconsultants) went through an Interdisciplinary Review process where all disciplines review the submittal and give comments. At the same time the plans were sent to the contractor for a constructability review. This process minimized the likelihood of conflicts between the different design disciplines and gives the contractor a chance to assess constructability, thus avoiding time-consuming resubmittals of the plans and costly constructability issues in the field.</p></div><div><div><p>Design Location Raleigh, NC</p><p>Key Individual Participation Jeff Kuttesch, Stuart Samberg – Traffic / Interchange Alternatives Assessment</p><p>Relevancy</p><ul style="list-style-type: none">✓ Design-Build Delivery✓ Freeway/Interstate/Complex MOT✓ Interstate Interchanges✓ Interchange Alternatives Assessment/Complex Bridge Design✓ Diverging Diamond Interchange✓ Staged Construction✓ Demolition✓ Environmental Permitting✓ Right of Way Acquisition✓ Construction over Active Traffic</div></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 firms have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
<p>With an innovative design concept and aggressive construction schedule, RK&K and the design-build team received the highest technical score of 95 during the design-build selection process. One of the most unique innovations includes the utilization of an overhead conveyor system to deliver Asphalt, Type I Stone, and ABC to the median from the contractor’s local Asphalt Plant site on Cleveland Road. The use of this system greatly minimizes traffic impacts by eliminating approximately 7,600 truckloads of materials from entering / exiting the roadway median. The design-build team also utilizes the NCDOT-owned Smart Workzone System to monitor traffic flow and provide advanced notice to motorists to utilize alternate routes when there are delays. The team is modifying the existing system specifically for this project. The CPM schedule is a valuable tool and is used to identify the critical path for the project. This allows the design team to allocate resources to the critical tasks to ensure they are completed on time. This tool has been especially important as the final design and right-of-way acquisition ramped down for this project as COVID-19 occurred and impacted the project. This includes the design team working remotely and unable to meet in person. Right-of-way has been impacted due to revised court procedures that hinder meeting with owners face to face, etc. The Team has been able to identify problem areas using the CPM to track parcels, and adjust design and construction work areas to accommodate where the right-of-way is obtained.</p>					
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>Quality improvements from interdisciplinary reviews: 1) During the review process at the bridges, the contractor noted areas where construction may be difficult. A separate meeting was held to discuss these areas and specific design changes were made to ensure constructability. 2) The Team also worked closely with NCDOT and the Agencies to determine if large retaining walls adjacent to streams/wetlands were needed because of the possibility of scour and maintenance issues. After coordination the walls were removed with the Agencies blessing which reduces possible maintenance issues in the future. 3) For all submittals, existing and proposed utilities, as well as storm drainage are checked for conflicts. It is important to check that there are not conflicts for any type of foundations (sign, bridge, lighting, etc.).</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					



Appendix C

Work History and Quality Forms

(Section 3.5.2)





Quality of Past Performance (Section 3.5.2)

Number	Question	Branch	Reeves	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

RK&K (In response to **3.5.2 (f)** above) | RK&K offers the following response to the question and as requested within the RFQ.

Project Information	Details
RK&K, Delaware River & Bay Authority (DRBA), Bridge 6	The owner and RK&K engaged in the dispute resolution process of the contract regarding the alleged design errors and omissions. The parties reached a confidential settlement at mediation..

WORK HISTORY AND QUALITY FORM – CONTRACTOR/DESIGNER
RK&K, LLP

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 Lead Contractor’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 Lead Contractor (in thousands)
Name: DRBA Bridge 6 Location: New Castle County, DE	Mumford & Miller Concrete, Inc., Lead Contractor	Name of Owner: Delaware River & Bay Authority Project Manager: David Hoppenjans Phone: 302-571-6300 Email: david.hoppenjans@drba.net	2/2020 12/2019	\$35,000	\$2,600
g. Narrative describing the work performed by Lead Contractor.					
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 Lead Contractor’s performance on the project to identify Lead Contractor with firms or personnel that have successfully completed projects on time and on or under budget, and to identify Lead Contractors that have records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.					
N/A					
i. Quality Initiatives. Discuss Lead Contractor’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, Lead Contractor 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 the alleged design errors and omissions. The parties reached a confidential settlement at mediation.					



Appendix D Legal and Financial





3.6.1 Financial Capacity



BUILDING LEGACIES FOR A THRIVING FUTURE

January 18, 2023

Ms. Carmen Wright
(Mr. Brian Gambrell, Mr. Brad Reynolds)
Office of Project Delivery
(Office of Chief Council, Office of Alternative Delivery)
South Carolina Department of Transportation
955 Park Street, Room 101 (302, 421)
Columbia, South Carolina 29201

RE: Statement of Financial Capacity

Dear Ms. Wright (Mr. Gambrell, Mr. Reynolds):

The undersigned, be duly sworn, deposes and says that he is Michael Colbert, Vice President for Branch Civil, Inc. He further states that Branch Civil, Inc. has the financial capacity and resources necessary to complete the I-26 at I-95 Interchange Improvement Design-Build Project (Project ID P036877) as the proposed in the Request for Qualifications issued by the South Carolina Department of Transportation.

Kind Regards,

Michael Colbert
Senior Vice President, Estimating

A handwritten signature in blue ink, appearing to read "M. Colbert", written over a horizontal line.

Subscribed and sworn to before me this 18th day of January, 2023

A handwritten signature in blue ink, appearing to read "Doreen O'Reilly", written over a horizontal line.
Notary Public for the Commonwealth of Virginia

My Commission Expires: 10-31-2024

Not. Reg. 349155





A COLAS COMPANY

January 24, 2023

Ms. Carmen Wright
Office of Project Delivery
South Carolina Department of Transportation
955 Park Street, Room 101
Columbia, South Carolina 29201

RE: I26 at I95 Interchange Improvement
Project ID P036877 Dorchester and Orangeburg Counties, South Carolina

Dear Ms. Wright:

I, C. Robert Loar, in my capacity as Vice President of Reeves Construction Company (the "Company"), and not in my personal capacity, deliver this letter pursuant to Section 3.6.1 (Legal and Financial: Financial Capacity) of the Request for Qualifications issued December 21, 2022 by the South Carolina Department of Transportation ("SCDOT") to construct the I26 at I95 Interchange Improvement Design-Build Project ("the Project") in Dorchester and Orangeburg Counties, South Carolina.

I hereby declare that, as of the date hereof, the Company has the financial capacity and resources necessary to complete the Project as proposed in the RFQ.

Respectfully Submitted,

C. Robert Loar
Vice President

State of **South Carolina**
County of **Greenville**

Sworn to and subscribed before me this 24th day of January, 2023, by

Paul Edwards

(Print name of person signing Affidavit)

Notary Public

May 5, 2026
Commission Expires

Personally Known X Or Produced Identification _____



A COLAS COMPANY

January 24, 2023

Carmen Wright
Office of Project Delivery
South Carolina Department of Transportation
955 Park Street, Room 101
Columbia, South Carolina 29201

RE: I26 at I95 Interchange Improvement
Project ID P036877 Dorchester and Orangeburg Counties, South Carolina

Dear Ms. Wright:

I, C. Robert Loar, in my capacity as Vice President of Reeves Construction Company, affirm that the Key Individuals represented in our Project Organization Chart in our SOQ for the referenced project shall be available to construct the I26 at I95 Interchange Improvement Design-Build Project, barring any unforeseen circumstances, as required in the RFP at the earliest of the times and durations identified in the RFQ and RFP, until expiration of the Warranty Period, or such earlier date as the Contract is terminated.

Respectfully Submitted,

C. Robert Loar
Vice President

State of **South Carolina**
County of **Greenville**

Sworn to and subscribed before me this 24th day of January, 2023, by

Paul Edwards
(Print name of person signing Affidavit)

Notary Public

May 5, 2026 Commission Expires Personally Known X Or Produced Identification _____



3.6.2 Bonding Capability



January 30, 2023

Ms. Carmen Wright
Office of Project Delivery
South Carolina Department of Transportation
955 Park Street, Room 101
Columbia, South Carolina 29201

Re: Branch Civil, Inc. – Reeves Construction Company- Joint Venture (Branch-Reeves JV)
RFQ- Project ID P036877, SCDOT Design-Build Project: I-26 at I-95 Interchange Improvement
Dorchester and Orangeburg Counties, South Carolina

Dear Ms. Wright,

It is the privilege of American Global LLC and Hartford Fire Insurance Company, Berkshire Hathaway Specialty Insurance Company, and Liberty Mutual Insurance Company to provide surety bonds on behalf of Branch Civil, Inc. – Reeves Construction Company- Joint Venture (Branch-Reeves JV). In our opinion, Branch-Reeves JV remains properly financed, well equipped, and capably managed. We acknowledge the formation of a joint venture for the purpose of completing this project and they will be capable of obtaining a performance bond and a payment bond in the estimated amount of the contract, as well as a bid bond.

At the present time Hartford Fire Insurance Company, Berkshire Hathaway Specialty Insurance Company, and Liberty Mutual Insurance Company provide a \$300,000,000.00 single project / \$1,250,000,000.00 aggregate surety program to Branch-Reeves JV. As always Hartford Fire Insurance Company, Berkshire Hathaway Specialty Insurance Company, and Liberty Mutual Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to your or any of your affiliates if for any reason we do not execute such bonds.

Hartford Fire Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated A+ Superior, XV by A.M. Best Company.

Berkshire Hathaway Specialty Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated A++ (Superior) XV by A.M. Best Company.

Liberty Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated A (Excellent) XV by A.M. Best Company.

Very truly yours,

Hartford Fire Insurance Company
Berkshire Hathaway Specialty Insurance Company
Liberty Mutual Insurance Company



Krystal L. Stravato, Attorney-In-Fact


ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

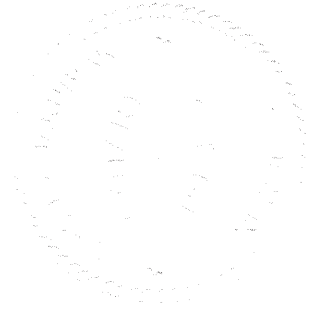
ON THE 30th DAY OF January, 2023 BEFORE ME PERSONALLY APPEARED Krystal L. Stravato TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Hartford Fire Insurance Company, Berkshire Hathaway Specialty Insurance Company and Liberty Mutual Insurance Company THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



Notary Public

Ursula Jakubiak
A Notary Public of New Jersey
My Commission Expires March 8, 2026



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: AMERICAN GLOBAL LLC

Agency Code: 21-212039

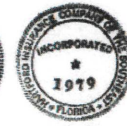
- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Krystal L. Stravato, Kevin T. Walsh, Jr. of Whippany NJ, Ricardo Davila, William Griffin, Michael Marino, Vivian Santiago, Torre Taylor of MIAMI, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 30, 2023.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Krystal L. Stravato, Kevin T. Walsh, Jr., Thomas MacDonald, Jaclyn Thomas, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

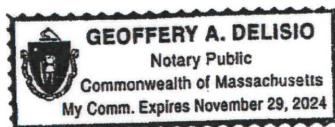


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this January 30, 2023.



Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.
CORPORATE ACTIONS

....
EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



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

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

Certificate No: **8207604-985316**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edward Reilly; Jaclyn Thomas; Kevin T. Walsh, Jr.; Krystal L. Stravato; Marisol Mojica; Michael Marino; Thomas MacDonald

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of April, 2022.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of January, 2023.



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

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

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

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, December 31, 2021

Statutory Basis

ASSETS

U.S. Government Bonds	\$ 1,089,309,403
Bonds of Other Governments	176,571,749
State, County and Municipal Bonds	1,218,163,949
Miscellaneous Bonds	5,948,359,415
Stocks	6,205,376,908
Short Term Investments	41,674,986
	<u>\$ 14,679,456,410</u>
Real Estate	\$ 315,811,915
Cash	68,217,813
Agents' Balances (Under 90 Day)	3,011,823,597
Other Invested Assets	3,952,823,715
Miscellaneous	3,738,110,067
Total Admitted Assets	<u>\$ 25,766,243,517</u>

LIABILITIES

Reserve for Claims	\$
and Claim Expense.....	10,151,924,943
Reserve for Unearned Premiums	2,200,283,164
Reserve for Taxes, License	
and Fees	45,080,248
Miscellaneous Liabilities	1,625,602,623
Total Liabilities	<u>\$ 14,022,890,978</u>
Capital Paid In	\$ 55,320,000
Surplus	<u>11,688,032,539</u>
Surplus as regards Policyholders.....	<u>\$ 11,743,352,539</u>
Total Liabilities, Capital	
and Surplus	<u>\$ 25,766,243,517</u>

STATE OF FLORIDA
SEMINOLE COUNTY
CITY OF LAKE MARY

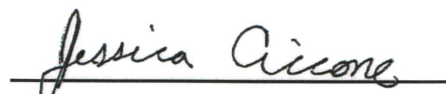
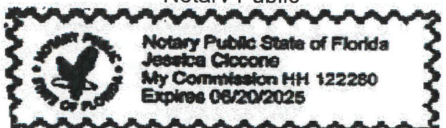
} ss.

Joelle L. LaPierre, Assistant Vice President and Shelby Wiggins, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2021.

Subscribed and sworn to before me this
25th day of March, 2022.


Assistant Vice President


Assistant Secretary


Notary Public


BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS *

	<u>12/31/2021</u>	<u>12/31/2020</u>	<u>12/31/2019</u>
Total invested assets	\$ 6,504,184,299	\$ 5,475,240,588	\$ 5,172,183,338
Premium & agent balances (n	552,510,359	603,615,506	368,086,012
All other assets	142,765,038	157,897,676	127,524,677
Admitted Assets	<u><u>\$ 7,199,459,696</u></u>	<u><u>\$ 6,236,753,770</u></u>	<u><u>\$ 5,667,794,027</u></u>

LIABILITIES & SURPLUS *

	<u>12/31/2021</u>	<u>12/31/2020</u>	<u>12/31/2019</u>
Loss & loss exp. unpaid	\$ 1,142,116,028	\$ 921,923,948	\$ 634,745,558
Unearned premiums	484,660,143	372,836,160	314,117,549
All other liabilities	1,163,007,684	1,054,922,210	744,738,458
Total Liabilities	<u>2,789,783,855</u>	<u>2,349,682,318</u>	<u>1,693,601,565</u>
Total Policyholders' Surplus	<u>4,409,675,842</u>	<u>3,887,071,452</u>	<u>3,974,192,463</u>
Total Liabilities & Surplus	<u><u>\$ 7,199,459,697</u></u>	<u><u>\$ 6,236,753,770</u></u>	<u><u>\$ 5,667,794,028</u></u>

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets		Liabilities	
Cash and Bank Deposits	\$2,234,770,744	Unearned Premiums	\$9,106,965,847
*Bonds — U.S Government	4,250,615,811	Reserve for Claims and Claims Expense.....	25,279,158,493
*Other Bonds	16,983,165,862	Funds Held Under Reinsurance Treaties.....	315,537,902
*Stocks	20,075,458,019	Reserve for Dividends to Policyholders	1,726,291
Real Estate	182,250,567	Additional Statutory Reserve	139,634,000
Agents' Balances or Uncollected Premiums	7,607,687,836	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	120,173,987	Other Liabilities.....	8,638,106,801
Other Admitted Assets.....	14,076,622,575	Total.....	\$43,481,129,334
Total Admitted Assets.....	<u>\$65,530,745,401</u>	Special Surplus Funds.....	\$178,192,363
		Capital Stock.....	10,000,075
		Paid in Surplus	11,804,736,755
		Unassigned Surplus	10,056,686,874
		Surplus to Policyholders	22,049,616,067
		Total Liabilities and Surplus	<u>\$65,530,745,401</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

TAMikolajewski

Assistant Secretary



3.6.3 Organization Agreements

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TEAMING AGREEMENT

THIS TEAMING AGREEMENT (the “Agreement”) is entered into and made effective as of the 27th day of January, 2023, by and between Branch Civil Inc. (“Branch”), and Reeves Construction Company (“Reeves”) (“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 award a contract for the design and construction of the I-26 at I-95 Interchange Improvement Project, (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, subject to each Party’s satisfaction with the results of the other Party’s financials, to create a joint venture (the “JV”) for proposing on and/or contracting for the Work. The respective overall interests of the Parties in the JV (their “Proportionate Share”) shall be 60% owned by Branch (Managing Party) and 40% owned by Reeves. The Parties’ rights and responsibilities in connection with the JV will be set forth in a mutually agreeable joint venture agreement (the “JV Agreement”). It is the intent of the Parties that the JV 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

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(but not the declining Party) shall have the right to continue to pursue the Work, by themselves or in combination with others, provided the non-declining Party is not then in breach of this Agreement.

- 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 and corresponding Proportionate Share to be allocated to the additional member. This Agreement shall be amended to add any new member as a Party (as well as to reflect the revised Proportionate Shares 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, notwithstanding the intention of the Parties to create the JV 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 JV 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 that pertain specifically to this Project.
- e. The Parties agree that Rummel, Klepper and Kahl, LLP (RK&K) will be the Lead Designer for the Project.
- f. Except as otherwise expressly provided in this Agreement, each Party shall bear all

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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 Proportionate Share. The Parties shall jointly develop a budget for third-party costs. The Parties hereby agree that Branch, acting as the Managing Party of the Team, will manage the third-party expenses. At the first of the month, Branch and Reeves will review for accuracy all third-party invoices and will make any request required for clarification or adjustment from the third-party. Once the invoice amount has been agreed to by both Parties, Branch and Reeves will reimburse the third-parties for their services by their Proportionate Share. The Managing Party will provide an updated account of to-date third-party expenses, remaining third-party expenses, and projected final third-party expenses. 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 Proportionate Share.

- g. During the pursuit of the Work, the Parties will have the following responsibilities:
 - Work together to manage and coordinate the production of the RFQ/RFP documents with support from RK&K.
- h. Unless otherwise agreed, all participation by any Party's affiliates or subsidiaries shall be included within such Party's Proportionate Share. 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 (i) 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 JV Agreement and to the extent that any such liability, loss or damage arises from the negligence or willful misconduct of any other Party or Parties, and (ii) release, defend and indemnify the other Parties from and against any and all liability, loss or damage which may arise from the negligence, reckless conduct, willful misconduct, criminal activity, or breach of a fiduciary duty of such Party. No Party shall be required to indemnify any other Party for consequential damages, except in the instance of that Party's reckless

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conduct, willful misconduct, criminal activity, or breach of a fiduciary duty.

- j. Any stipend, honorarium or other such payment by the Client to the Team as a result of the Team not being awarded a contract for the Project, shall be shared by the Parties in proportion to their Proportionate Share.
- k. The JV's Price Proposal will include a mutually agreed to margin plus a mutually agreed upon contingency.

3. Formation of JV and Execution of JV 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 JV and execute the JV 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 JV. The JV Agreement shall supersede this Agreement.
- b. The JV Agreement will require the Parties to cross-indemnify each other from and against all costs, losses and liabilities arising from the indemnitor-Party's gross negligence, intentional misconduct, and/or breach of fiduciary duty, as well as for any JV costs, losses and liabilities borne by a member in excess of its responsibility therefore under the JV Agreement.

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 Proportionate Shares.

4. Project Execution

- a. It is the intent of the Parties to execute the Work through the JV on an integrated basis. The Parties' costs and expenses for execution of the Work shall be based on predefined and agreed rates. All decisions regarding the Work shall be pursuant to the terms of the JV Agreement.
- b. The Parties intend to enter into the JV Agreement prior to execution of any of the Work. 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. Branch will lead the Team and act as the managing member of the JV and will provide the JV's Design-Build Project Manager. The remainder of the JV's project execution personnel will be an integrated team with staff to be provided by the

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Parties on a “best for JV” basis.

- d. Branch shall be entitled to a management fee (as defined in Exhibit 1) for its role as managing member of the JV in an amount equal to 0.5% of the contract amount awarded to the JV, as a fixed percentage fee. The fee shall be payable in equal monthly payments at regular intervals during the scheduled execution of the Project. The management fee will apply to any change orders approved by the Owner during the course 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, or if the same may be reasonably and readily recognized by the receiving Party as Confidential Data using reasonable business judgment. 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 through no fault of the receiving Party; or (b) can be shown to have been known to the receiving Party through lawful means 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 through lawful means 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 JV 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 provided herein.
- c. Upon termination of this Agreement, Confidential Data shall be promptly returned

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to the disclosing Party or destroyed upon its 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 secure electronic archives and 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. Receiving Party will protect Confidential Information provided to it by or on behalf of Disclosing Party from any use, distribution, or disclosure except as expressly permitted under this Agreement. Disclosing Party will use the same standard of care to protect Confidential Information as Receiving Party uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care.
- 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 to their 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 terminate 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

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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) In the event of a Party's material breach of this Agreement, elapse of thirty (30) days following notice given by another Party but only if the breach remains uncured and the Party giving notice is not then in material breach of this Agreement;
 - (vii) Debarment or other ineligibility of a Party with respect to the Client or the Project;
 - (viii) A Party filing a petition in bankruptcy (or failure to discharge an involuntary petition within 60 days), making a general assignment to creditors, or becoming insolvent; or
 - (ix) Execution of the JV 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.
- d. In the event of a termination pursuant to Section 6 (a)(v), 6 (a)(vi), 6 (a)(vii) or 6 (a)(viii), the terminating Party under Section 6 (a)(v), the breaching Party under Section 6 (a)(vi), or the Party described in Section 6 (a)(vii) or 6 (a)(viii), as the case may be, (in each case, 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), 6 (a)(vi), 6 (a)(vii) or 6 (a)(viii), this Agreement shall continue in full force and effect with respect to the Parties other than the Terminating Party but only if there is more than one such Party.
- e. If this Agreement shall terminate in accordance with Sections 6 (a)(i) 6 (a)(ii), 6 (a)(iii) or 6 (a)(iv), any Party may submit directly or indirectly any other bid or proposal relating to the Project independently or in collaboration with a third party. Such submission shall include execution of any subcontracts or purchase orders with

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the successful team.

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 South 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 as described herein even in the event of contributory 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,

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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 JV 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 JV, which will not be less rigorous than the safety and ethics standards employed by any Party. The JV's programs will utilize the most effective aspects of each Party's programs and will be mutually agreed upon.
- l. Except as expressly provided in Section 5(e) and 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 ("Work Product"). Such jointly owned rights in Work Product include intellectual property rights in all documents, drawings, specifications, electronic data and information prepared, provided or procured by the Parties or their consultants for this Project. Such rights shall include all rights under copyright and trade secret. The Parties shall use Work Product only in connection with this Project except as otherwise agreed by all Parties.
- m. In connection with this Agreement, no Party shall give, offer, promise, or authorize, directly or indirectly, anything of value to an official or employee of any governmental entity or any agents or advisors thereto or to any other person while knowing or having reason to know that such thing of value is to be given, offered or promised in order to (i) influence any official act or decision, (ii) induce any person to use his or her influence to affect a decision of any governmental entity, (iii) assist the Parties in obtaining a contract for the Project, or (iv) obtain an unfair advantage for the Parties in any respect. If any Party breaches any of the covenants contained in this paragraph, each non-breaching Party shall have the right to immediately terminate this Agreement with respect to such breaching Party, without penalty or further payment of any sums due and owing or claimed by the breaching Party hereunder. In such instance, the Party in breach shall indemnify the non-breaching Parties for any penalties, losses and expenses resulting from such breach of the provisions of this paragraph.

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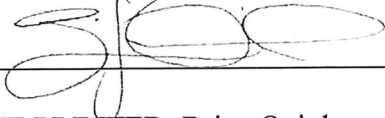
- n. In the event that the Parties are unable to reach agreement on any matter for which agreement is contemplated by this Agreement, or in the event of a dispute regarding any matter covered by this Agreement, all matters at issue shall be referred to the appropriate senior officers of the Parties for 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 the state and federal courts of South 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.]

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

BRANCH CIVIL, INC.


BY: _____

NAME PRINTED: Brian Quinlan

TITLE: President

DATE: January 27, 2023

REEVES CONSTRUCTION COMPANY

BY: _____

NAME PRINTED: C Robert Loar

TITLE: Vice President

DATE: 1-27-23

CONFIDENTIAL – Not for Release

EXHIBIT 1

MANAGING MEMBER/PARTNER COSTS

Cost Category	Covered in Management Fee	Billable to Company/JV
Employee Compensation, Taxes, Benefits, Travel Expenses		
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	

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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

*-Legal scope covered by the Management Fee to be limited to general oversight and guidance. Any legal fees associated with representing a project specific claim, dispute or resolution requiring outside counsel to be borne by the Joint Venture.



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:

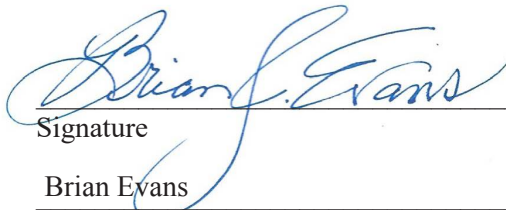
 X Determined that no potential organizational conflict of interest exists.

 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

Brian Evans

Print Name

Branch Civil, Inc.

Company

January 16, 2022

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:

☒ 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):

N/A

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

N/A



Signature

1-16-23

Date

C Robert Loar

Print Name

Reeves 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

Company



Appendix F

Confidential or Proprietary Information Summary List





Appendix F - Confidential or Proprietary Information Summary List

Branch Civil, Inc. - Reeves Construction Company-Joint Venture (Branch-Reeves JV) requests that the following information remain **CONFIDENTIAL** as it proprietary information and its release would constitute an unreasonable invasion of privacy.

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- The entire Section and all pages of 3.6.3 Organizational Agreements within Appendix D - Legal and Financial



Appendix G

Addendum Receipt Forms





South Carolina
Department of Transportation

NOTICE TO PROPOSERS

I-26 at I-95 Interchange Improvement

Design-Build Project - Project ID P036877

Dorchester and Orangeburg Counties

January 20, 2023

NOTICE TO PROPOSERS - Enclosed is **Addendum 1** to the Request for Qualifications (RFQ) for the I-26 at I-95 Interchange Improvement 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



NOTICE OF RECEIPT
I-26 at I-95 Interchange Improvement
Design-Build Project - Project ID P036877
Dorchester 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

January 27, 2023

Date

Brian Evans, Senior Vice President, Branch Civil, Inc.

Printed Name

Branch Civil, Inc. - Reeves Construction Company Joint Venture

For: (Branch-Reeves JV)

Design-Build Team Name





Appendix H

Key Individual and Contractor/Designer Reference Forms



[illegible]

Email	First Name	Last Name	Company Name	Project Name	Team
References from 3.3.1 - Not shown in Work History					
rob.cousins@summitde.net	Rob	Cousins	Summit	Monroe Bypass Design-Build (Construction)	Reeves/RK&K
mcwatson@ncdot.gov	Malcolm	Watson	NCDOT	Monroe Bypass Design-Build (Design)	RK&K/RK&K
hodgesjt@scdot.org	Jeremy	Hodges	SCDOT	CLRB D-B Package, 2020-1 - Dist 2 (2020-2023) (Constr.)	Reeves/RK&K
mathismw@scdot.org	Brad	Reynolds	SCDOT	CLRB D-B Package, 2020-1 - Dist 2 (2020-2023) (Design)	RK&K/Reeves
ReynoldsBS@scdot.org	Mark	Mathis	SCDOT	CLRB D-B Package, 2021-1 - Dist.4 (2021-2024) (Constr.)	Reeves/RK&K
pittsme@scdot.org	Michael	Pitts	SCDOT	CLRB D-B Package, 2021-1 - Dist.4 (2021-2024) (Design)	RK&K/Reeves
semory@ncdot.gov	Scott	Emory	NCDOT	US 13/US 158 Design-Build (Construction)	Branch/RK&K
mcwatson@ncdot.gov	Malcolm	Watson	NCDOT	US 13/US 158 Design-Build (Design)	Branch/RK&K
References from 3.5.1 - Not shown in Work History					
Susan.Shaw@VDOT.Virginia.gov	Susan	Shaw	VDOT	I-95 Express Lanes Southern Terminus Extension D-B	Branch
ccapehart@ncdot.gov	Cadmus	Capehart	NCDOT	C.F. Harvey Parkway Extension	Branch
Scott.Fisher@VDOT.Virginia.gov	Scott	Fisher	VDOT	I-64 Widening Exits 200-205 Design Build	Branch
Hope.Grumbles@fluor.com	Hope	Grumbles	Fluor Enterprises, Inc.	US 176/I-585 Improvements Project	Reeves
Hope.Grumbles@fluor.com	Hope	Grumbles	Fluor Enterprises, Inc.	SC 296/I-26 Interchange	Reeves
adstewart2@ncdot.gov	Alex	Stewart	NCDOT	US Highway (I-140) Wilmington Bypass	Reeves
mcwatson@ncdot.gov	Malcolm	Watson	NCDOT	Triangle Parkway Design Build	RK&K
mcwatson@ncdot.gov	Malcolm	Watson	NCDOT	I-73/PTI Design Build	RK&K
References from Work History Forms and 3.5.1					
jmparkerjr@ncdot.gov	Joseph	Parker	NCDOT	I-295 Fayetteville Outer Loop	Branch
ccapehart@ncdot.gov	Cadmus	Capehart	NCDOT	US 17 Maysville Bypass	Branch
rob.cousins@summitde.net	Rob	Cousins	Summit	Monroe Bypass Design Build Project	Reeves/RK&K
rclifton@fam66.us	Richard	Clifton	FAM Construction, LLC	Design Build Nutley Street Interchange with I-66	RK&K
rblakley@ncdot.gov	Reuben	Blakley	NCDOT	US 64 Asheboro Bypass Design Build	RK&K
mcwatson@ncdot.gov	Malcolm	Watson	NCDOT	I-40 Widening and Improvements Design Build	RK&K





Appendix I

Unique Entity ID Documentation

N/A





 3635 Peters Creek Road NW, Roanoke, VA 24019

 540.982.1678  www.branchcivil.com

 **BRANCH**
CIVIL

 **REEVES**
A COLAS COMPANY

 **100 years RK&K**