

RFQ

SUBMITTED TO: CITY OF FLAGLER BEACH

Request For Qualifications • Construction Manager Adviser

City Project No: 260 • Attention: Ms. Penny Overstreet



Submitted By: THE WHITING-TURNER CONTRACTING COMPANY

Address: 10407 Centurion Parkway N., Suite 110, Jacksonville, Florida 32256

Contact: Jeff McPhaul, Vice President Email: jeff.mcphaul@whiting-turner.com

Office: 904.456.6226 Mobile: 813.477.9632 Due: 01.15.2025 @ 2PM

**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

Project Name: **FLAGLER BEACH FISHING PIER REPLACEMENT 2024-2026 City Project No.: 260**

Company Name: **The Whiting-Turner Contracting Company**
Contact Name: **Jeff McPhaul, Vice President**
E-mail Address: **jeff.mcphaul@whiting-turner.com**
Mailing Address: _____
10407 Centurion Parkway N., Suite 110, Jacksonville, Florida 32256
Phone Number: **Office: 904.456.6226 Mobile: 813.477.9632**
Fax Number: **N/A**
Contractor License Number: **CGC1533955**

The CITY will post addenda information at Onvia DemandStar, Inc., at the following web address: www.demandstar.com. For technical assistance with this website, please contact Onvia Services at 1-800-711-1712. All Bidders should check the Onvia DemandStar website at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the submittal as unresponsive. Bidders shall sign, date, and return all addenda with their bid. It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda. Oral and other interpretations or clarifications will be without legal effect.

The following Addenda were received:

Addendum No. **1** Date Received **No date given for addendum online or on the form. Whiting-Turner downloaded it on 1.08.25**
Addendum No. _____ Date Received _____
Addendum No. _____ Date Received _____
Addendum No. _____ Date Received _____
Addendum No. _____ Date Received _____
Addendum No. _____ Date Received _____

RFQ – Construction Manager Adviser Flagler Fishing Pier

The Bidder acknowledges the receipt, execution, and return of the following attachments:

- Attachment A: Certificate of Corporation
- Attachment B: Contractor Questionnaire
- Attachment C: Required Disclosure
- Attachment D: Bidder Information
- Attachment E: Experience of Bidder
- Attachment F: Sworn Statement Under section 287.133(3) (a), Florida Statutes, on Public Entity Crimes
- Attachment G: Affidavit of Non-Collusion
- Attachment H: Certification of Non-Segregated Facilities
- Attachment I: Drug-Free Work Place
- Attachment J: Conflict of Interest Statement
- Attachment K: Compliance with Public Records Law
- Attachment L: Americans with Disabilities Act Affidavit
- Attachment M: List of Licenses and Certifications
- Attachment N: AIA Document C-132-2019 Form Contract



Name: **Brent Voyles**

Authorized Signature: Brent Voyles

Date: **01.15.25**

Title: **Senior Vice President**

ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF <u>Duval</u>	 Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public below:
Sworn to (or affirmed) and subscribed before me by means of online notarization <input checked="" type="checkbox"/> OR physical presence <input type="checkbox"/>	
this <u>15th</u> day of <u>January</u> , 20 <u>25</u>	
Personally Known <input checked="" type="checkbox"/> OR Produced identification <input type="checkbox"/>	
Type of Identification Produced: _____	

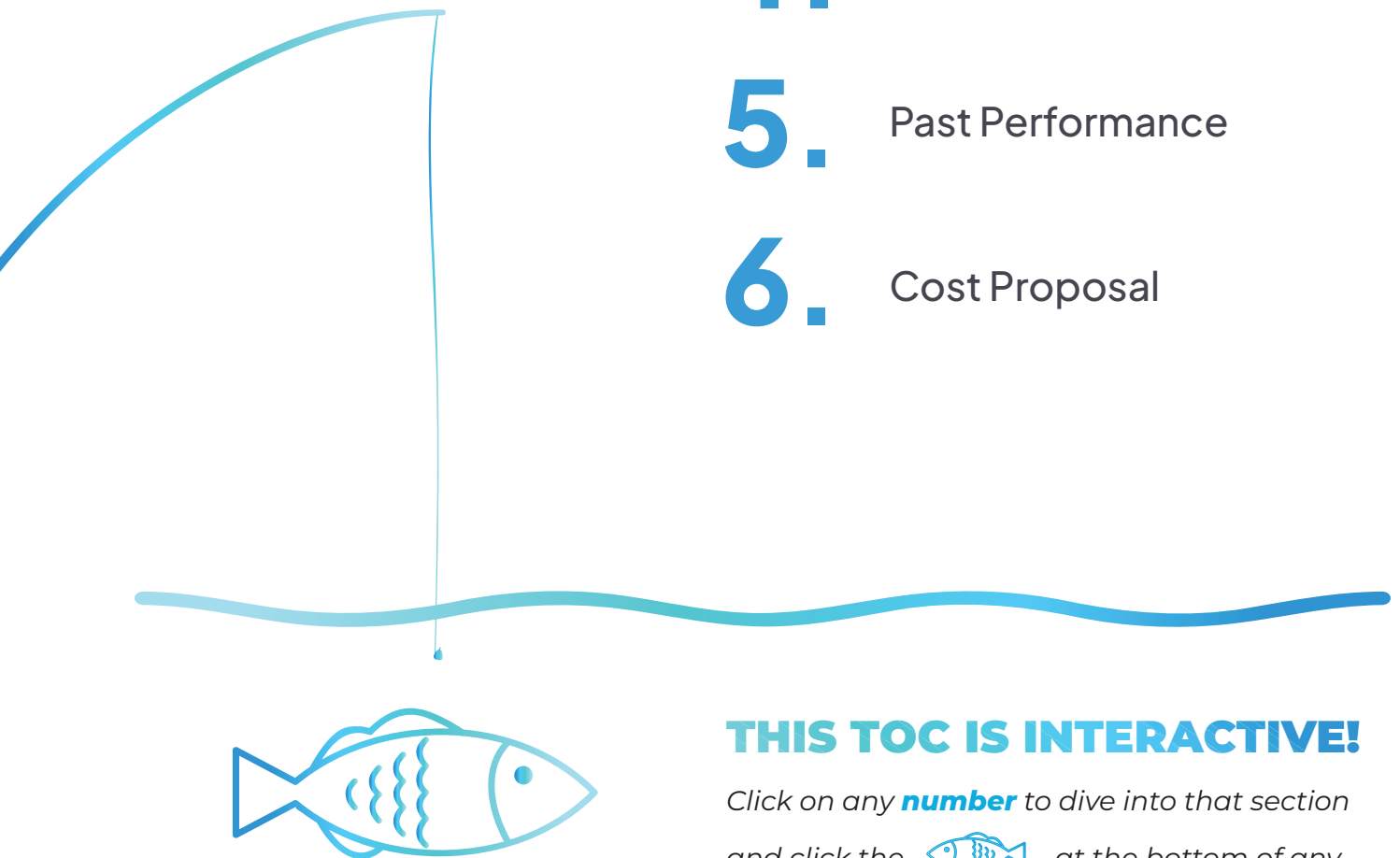
END OF SECTION

RFQ – Construction Manager Adviser Flagler Fishing Pier

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- 6.** Cost Proposal



THIS TOC IS INTERACTIVE!

Click on any **number** to dive into that section
and click the  at the bottom of any
page to come back here!



COVER LETTER



G. W. C. WHITING
(1883-1974)

WILLARD HACKERMAN
(1918-2014)

TIMOTHY J. REGAN
PRESIDENT AND CEO

FOUNDED 1909

THE WHITING-TURNER CONTRACTING COMPANY

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
PRECONSTRUCTION
BUILDING INFORMATION MODELING
INTEGRATED PROJECT DELIVERY

10407 CENTURION PARKWAY NORTH, SUITE 110
JACKSONVILLE, FLORIDA 32256
904-456-6226

INSTITUTIONAL
COMMERCIAL
CORPORATE
TECHNOLOGY
INDUSTRIAL/PROCESS
INFRASTRUCTURE
SUSTAINABILITY

January 15, 2025

Ms. Penny Overstreet
City Clerk, City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136

Re: RFQ Response, City Project No: 260, Flagler Beach Fishing Pier

Dear Selection Committee,

We are grateful for the opportunity to partner with you on the Flagler Beach Fishing Pier project. We recently completed a very similar project - The Pompano Beach Fishing Pier which won the Construction Management Association of America 2021 award for Florida municipal projects. We are excited to bring that expertise to your project.

We have a long history of Construction Manager Adviser experience. Our team understands the importance of this project to The City of Flagler Beach and appreciates your need for a true partner in the planning and execution of the work. My promise to you is that Whiting-Turner will be that partner. We will roll up our sleeves and become an active, trustworthy, and capable team member with you, the general contractor and the design team.

Thank you for your consideration, and we look forward to our partnership on this project.

Very Truly Yours,

THE WHITING-TURNER CONTRACTING COMPANY


JEFF MCPHAUL
Vice President

WWW.WHITING-TURNER.COM



OFFICES NATIONWIDE





ATTACHMENTS / FORMS





**ATTACHMENT A
CERTIFICATE OF CORPORATION**

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.

STATE OF FLORIDA

COUNTY OF Duval

I HEREBY CERTIFY that a meeting of the Board of Directors of The Whiting-Turner Contracting Company corporation under the laws of the State of Maryland, was held on 4/30, 20 24. The following resolution was duly passed and adopted:

“RESOLVED, that Brent Voyles as Senior Vice President of the corporation is hereby authorized to execute the Contract dated tbd 20 _____, between The City of Flagler Beach, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This 15th day of January, 20 25.



See attached Unanimous Consent of the Board of Directors dates April 30, 2024

Corporate Secretary

END OF ATTACHMENT A

RFQ – Construction Manager Adviser Flagler Fishing Pier

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THE WHITING-TURNER CONTRACTING COMPANY

**UNANIMOUS CONSENT OF THE BOARD OF DIRECTORS
IN LIEU OF A MEETING**

April 30, 2024

The undersigned, being all of the Directors of THE WHITING-TURNER CONTRACTING COMPANY, a Maryland corporation (the "Company"), do hereby unanimously consent, by the adoption of the following resolution pursuant to Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, to the actions set forth herein, waive any rights which the undersigned may have to dissent from any such actions and waive any requirements of a meeting or notice thereof:

Election of Officers

IT IS RESOLVED that, effective as of the date hereof, the following persons are elected as officers of the Company, to the offices set forth opposite their respective names, each to serve at the pleasure of the Board of Directors:

<u>Name</u>	<u>Title</u>
Regan, Timothy J.	President & CEO
Moag, Anthony G.	Senior Exec Vice President, COO, Treasurer & CFO
Bauer, Daniel M.	Executive Vice President
Breig, J. Scott	Executive Vice President
Caldwell, Troy M.	Executive Vice President
Douglas, Keith A.	Executive Vice President
Ernst, Michael F.	Executive Vice President & Secretary
Hess, Jonathan	Executive Vice President
Minutoli, Robert, Jr.	Executive Vice President
Steinbeck, Daryl C.	Executive Vice President
Abutaleb, Sam G.	Senior Vice President
Carlson, John C.	Senior Vice President
Carper, Patricia	Senior Vice President
China, Daniel W.	Senior Vice President
DaSilva, Joaquim M.	Senior Vice President
Davis, Cyrena F.	Senior Vice President
Duffy, Patrick F.	Senior Vice President
Eisenberg, Ronald M.	Senior Vice President
Ellis, Damon D.	Senior Vice President
Eshelbrenner, Adam	Senior Vice President
Fanelli, Joshua	Senior Vice President
Faul, Mark W.	Senior Vice President



TAB 2 ATTACHMENTS & FORMS

DocuSign Envelope ID: 21B50EF6-CB5D-47FE-9B68-0459043F283D

Giovannone, John G.	Senior Vice President
Hahner, David	Senior Vice President
Haile, Kempton C.	Senior Vice President
Huang, Albert C.	Senior Vice President
Kerber, Philip J.	Senior Vice President
Likins, Steven J.	Senior Vice President
Mallik, David W.	Senior Vice President
Martini, James J.	Senior Vice President
Moore, Robert W.	Senior Vice President
Ott, Brian R.	Senior Vice President
Owens, James G.	Senior Vice President
Schlotterback, Edward	Senior Vice President
Schmitt, Paul N.	Senior Vice President
Seicke, Kevin J.	Senior Vice President
Tomlinson, Robert W.	Senior Vice President
Valianatos, Pete T.	Senior Vice President
Voyles, Brent A.	Senior Vice President
Warhall, Richard	Senior Vice President
Wells, Samuel R., III	Senior Vice President
Bastian, Garth J.	Division Vice President
Beam, Jesse L.	Division Vice President
Beavers, Nancy C.	Division Vice President, Projects
Bender, Charles E.	Division Vice President, Field Operations
Berotti, John F.	Division Vice President
Betts, Jeffrey D.	Division Vice President, Field Operations
Border, Theodore F.	Division Vice President
Botteon, Gregory A.	Division Vice President
Brickley, David P.	Division Vice President
Browning, Michael P.	Division Vice President
Cargile, Bryant K.	Division Vice President
Carper, Michael A.	Division Vice President
Christensen, Cale L.	Division Vice President
Clem, Dennis M.	Division Vice President
Cochran, Jeffery S.	Division Vice President, Projects
Cooper, Jeffrey S.	Division Vice President
Crane, Zachary A.	Division Vice President
DeWitt, Brian	Division Vice President, Projects
Evans, Karen L.	Division Vice President
Frank, Charles C.	Division Vice President
Glover, Aaron T.	Division Vice President
Grizzard, Maynard W.	Division Vice President
Gurtel, Steven T.	Division Vice President
Healy, Erik C.	Division Vice President, Projects
Henry, David W.	Division Vice President
Jenkins, Jeffrey A.	Division Vice President
Joffe, Edward M.	Division Vice President



TAB 2 ATTACHMENTS & FORMS

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Kehoe, Robert E.	Division Vice President
Kennedy, Adrian J.	Division Vice President
Kersey, Michael	Division Vice President
Knight, Philip C., Jr.	Division Vice President, Field Operations
Lambertson, John S.	Division Vice President
Linden, Andrew B.	Division Vice President
MacKeen, Raymond J.	Division Vice President
Maeder, Jeffrey C.	Division Vice President
Masciantonio, Vince	Division Vice President, Projects
Mayoryk, Stephen C.	Division Vice President
Messina, Anthony	Division Vice President
O'Dell, Scott C.	Division Vice President, Projects
Palotas, Michael G.	Division Vice President
Pitt, Trevor S.	Division Vice President
Pomeroy, Dana A.	Division Vice President
Potts, David A.	Division Vice President
Powell, Terry S.	Division Vice President
Ramsey, Daniel S.	Division Vice President
Rayner, Craig	Division Vice President
Roberts, Andrew W.	Division Vice President
Ruth, Douglas M., Jr	Division Vice President
Saxman, Robert S.	Division Vice President
Schweitzer, Scott E.	Division Vice President
Southers, Catherine M.	Division Vice President
Spicer, Jason W.	Division Vice President
St. John, Daniel M.	Division Vice President
Stackalis, John A.	Division Vice President
Sullwold, Eric S.	Division Vice President
Thatcher, Eric N.	Division Vice President, Field Operations
Thomas, Stephen A.	Division Vice President
Wahl, William J., Jr.	Division Vice President, Projects
Whiteneck, John D.	Division Vice President
Whitney, Sharon E.	Division Vice President
Wilson, Matthew D.	Division Vice President
Wooden, Thomas R.	Division Vice President
Woods, Christopher J.	Division Vice President
Adams, Michael J.	Vice President
Adams, Patrick F.	Vice President
Allen, Joseph R.	Vice President
Anderson, Michael H.	Vice President
Andres, Matthew E.	Vice President
Bagley, Charles M.	Vice President
Bailey, Andrew W., Jr.	Vice President, Special Projects
Baloh, Brendan R.	Vice President
Banta, John T.	Vice President, Field Operations
Bennett, Lauren N.	Vice President, and Assistant Secretary



TAB 2 ATTACHMENTS & FORMS

DocuSign Envelope ID: 21B50EF6-CB5D-47FE-9B68-0459043F283D

Berkowitz, Bradford W.	Vice President
Bleakley, Matthew T.	Vice President
Borrett, Alan H.	Vice President
Brady, Matthew R.	Vice President
Breuer, John W.	Vice President
Briselden, Michael J.	Vice President
Briseno-Rivera, Nancy M.	Vice President
Castellan, Susan M.	Vice President
Cinamella III, Charles F.	Vice President
Ciotola, Gino A.	Vice President
Cisneros, Carlos	Vice President
Cleckner, Robert F. Jr.	Vice President
Cochran, Jay	Vice President
Compton, Sean D.	Vice President
Conroy, Michael W.	Vice President
Cooper, Shawn	Vice President
Cougnat, Jay E.	Vice President
D'archangelo, Tavio J.	Vice President
D'Ascanio, Mary	Vice President, Projects
Deupree, Randell L.	Vice President
Dias, Joel	Vice President
Dolan, Christopher C.	Vice President, Projects
Dyer, Jacob H.	Vice President, Projects
Edwards, Kate C.M.	Vice President
Ehrgott, Henry S.	Vice President
Engel, Brennan K.	Vice President
Engel, Joshua B.	Vice President, Projects
Ernst, Kristen A.	Vice President
Espinoza, Ruben M.	Vice President
Feinman, Westley G.	Vice President, Projects
Fioretti, Joseph M.	Vice President, Projects
Flynn, Erin P.	Vice President and Assistant Secretary
Flynn, Kevin T.	Vice President, Projects
Franko, Mark I.	Vice President
Fuller, Stephen B.	Vice President, Field Operations
George, Joshua R.	Vice President
Groff, James T.	Vice President
Hale, Brian J.	Vice President
Hannah, Jason P.	Vice President
Harding, Anthony F.	Vice President
Haubert, Adam L.	Vice President, Projects
Herbert, Scott A.	Vice President
Hicks, Brian E.	Vice President
Holter, Todd A.	Vice President, Field Operations
Hoots, Ronald C.	Vice President, Field Operations
Hossfeld, Jeffrey K.	Vice President



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Huntzinger, Thomas E	Vice President
Ilardi, Kimberlee A.	Vice President
Jernigan, Joshua D.	Vice President
Kachnowski, Shawn M.	Vice President
Keith, John W.	Vice President
Kilpeck, Mark A.	Vice President, Projects
King, Robert W.	Vice President, Projects
Knott, Irene D.	Vice President
Koeke, Charles H. III	Vice President
KonKolics, Charles J.	Vice President
Kostuk, Timothy J.	Vice President
LaMontagne, Jacob S.	Vice President
Lane, Cathy A.	Vice President
Layo, Raymond N.	Vice President
Light, Andrew M.	Vice President, Projects
Lylo, Andrew M.	Vice President, Projects
Martinson, Christopher	Vice President
Mason, David F.	Vice President
Maxwell, William T.	Vice President
McFadden, Christopher M.	Vice President
McGinnis, David M.	Vice President
McKee, Robert E.	Vice President
McPhaul, Jeffrey C.	Vice President
Mercurio, Marc	Vice President
Meyhoefer, John M.	Vice President,
Michalski, Paul D.	Vice President
Minda, Bogdan	Vice President, Projects
Mitchell, J. Chris	Vice President, Field Operations
Mitchell, Thomas J.	Vice President
Mock, John M.	Vice President
Montgomery, Kellie D.	Vice President
Monticup, Thomas A.	Vice President
Moore, Christopher S.	Vice President
Moore-Jarrell, Courtney E.	Vice President
Mudd, Jeffrey	Vice President
Murphy, Eric S.	Vice President
Nash, L Dean	Vice President, Projects
Noonan, Sean P.	Vice President
Norman, Jayson H.	Vice President
Norris, Corey S	Vice President
Ozlin, Bryan R.	Vice President
Percoski, Stacy J.	Vice President
Petrovic, Jovan	Vice President
Polana, Andrew W.	Vice President
Popp, Joel R.	Vice President
Prowse, Drake D.	Vice President



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Putnam, Gregory J.	Vice President
Pye, David W.	Vice President
Rayburn, Michael L.	Vice President
Reed, Robert J.	Vice President
Riesner, Randall H.	Vice President
Rodriguez, Arturo Jr.	Vice President
Santamont, Jonathon	Vice President
Satterfield, Kris	Vice President, Projects
Scherer, Andrew L.	Vice President
Schimmer, Joel R.	Vice President
Shawah, Henry L.	Vice President
Shelton, Daniel B.	Vice President
Shiflett, E. Loyd	Vice President, Projects
Shuman, Philip J.	Vice President
Smiley, Trenton H.	Vice President, Field Operations
Smith, Audra L.	Vice President
Solderitch, Stephen J. III	Vice President
Suggett, Dale A.	Vice President, Field Operations
Swanson, Joseph L.	Vice President
Tadd, Gregory C.	Vice President
Taylor, Heath A.	Vice President
Terilli, Anthony	Vice President
Tull, Patricia	Vice President, Projects
Vadas, Christopher M.	Vice President, Projects
Van Swol, Christopher E.	Vice President
Vasco, Peter J.	Vice President
Williams, Gabriel L.	Vice President
Winters, Elizabeth L.	Vice President
Wolfe, Timothy R.	Vice President
Zeh, Justin E.	Vice President, Field Operations
Zgonc, Chad A.	Vice President, Field Operations

Officers Authorized to Sign and Submit Proposals and Contracts

IT IS FURTHER RESOLVED, that the following listed officers are authorized and empowered to sign and submit proposals and contracts on behalf of the Company.

<u>NAME</u>	<u>TITLE</u>
Regan, Timothy J.	President & CEO
Moag, Anthony G.	Senior Exec Vice President, COO, Treasurer & CFO
Bauer, Daniel M.	Executive Vice President
Breig, J. Scott	Executive Vice President
Caldwell, Troy M.	Executive Vice President
Douglas, Keith A.	Executive Vice President



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DocuSign Envelope ID: 21B50EF6-CB5D-47FE-9B68-0459043F283D

Ernst, Michael F.	Executive Vice President & Secretary
Hess, Jonathan	Executive Vice President
Minutoli, Robert, Jr.	Executive Vice President
Steinbeck, Daryl C.	Executive Vice President
Abutaleb, Sam G.	Senior Vice President
Carlson, John C.	Senior Vice President
Carper, Patricia	Senior Vice President
China, Daniel W.	Senior Vice President
DaSilva, Joaquim M.	Senior Vice President
Davis, Cyrena F.	Senior Vice President
Duffy, Patrick F.	Senior Vice President
Eisenberg, Ronald M.	Senior Vice President
Ellis, Damon D.	Senior Vice President
Eshelbrenner, Adam	Senior Vice President
Fanelli, Joshua	Senior Vice President
Faul, Mark W.	Senior Vice President
Giovannone, John G.	Senior Vice President
Hahner, David	Senior Vice President
Haile, Kempton C.	Senior Vice President
Huang, Albert C.	Senior Vice President
Kerber, Philip J.	Senior Vice President
Likins, Steven J.	Senior Vice President
Mallik, David W.	Senior Vice President
Martini, James J.	Senior Vice President
Moore, Robert W.	Senior Vice President
Ott, Brian R.	Senior Vice President
Owens, James G.	Senior Vice President
Schlotterback, Edward	Senior Vice President
Schmitt, Paul N.	Senior Vice President
Seicke, Kevin J.	Senior Vice President
Tomlinson, Robert W.	Senior Vice President
Valianatos, Pete T.	Senior Vice President
Voyles, Brent A.	Senior Vice President
Warhall, Richard	Senior Vice President
Wells, Samuel R., III	Senior Vice President


IT IS FURTHER RESOLVED that this consent shall be filed in the Corporate Minute Book of the Company.


IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of the Company, have executed this consent to take action without a meeting as of the day and year first above written.





TAB 2 ATTACHMENTS & FORMS


DocuSign Envelope ID: 21B50EF6-CB5D-47FE-9B68-0459043F283D


DocuSigned by:

Timothy J. Regan


DocuSigned by:

Anthony G. Moag


DocuSigned by:

Daniel M. Bauer


DocuSigned by:

J. Scott Breig


DocuSigned by:

Troy M. Caldwell


DocuSigned by:

Keith A. Douglas


DocuSigned by:

Michael F. Ernst


DocuSigned by:

Jonathan S. Hess


DocuSigned by:

Robert Minutoli, Jr.


DocuSigned by:

Daryl C. Steinbeck


DocuSigned by:

Sam G. Abutaleb


DocuSigned by:

John C. Carlson

DocuSigned by:

Patricia Carper


DocuSigned by:

Daniel W. China


DocuSigned by:

Joaquim M. DaSilva


DocuSigned by:

Cyrena F. Davis


DocuSigned by:

Patrick F. Duffy


4894-1115-6655


DocuSigned by:

Mark W. Faul


DocuSigned by:

John G. Giovannone


DocuSigned by:

David M. Hahner


DocuSigned by:

Kempton C. Haile


DocuSigned by:

Albert C. Huang


DocuSigned by:

Philip J. Kerber


DocuSigned by:

Steven J. Likins


DocuSigned by:

David W. Mallik


DocuSigned by:

James J. Martini


DocuSigned by:

Robert W. Moore


DocuSigned by:

Brian R. Ott


DocuSigned by:

James G. Owens

DocuSigned by:

Edward Schlotterback

DocuSigned by:

Paul N. Schmitt

DocuSigned by:

Kevin J. Seicke

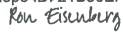
DocuSigned by:

Robert W. Tomlinson


DocuSigned by:

Pete T. Valianatos

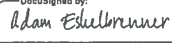
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TAB 2 ATTACHMENTS & FORMS


DocuSign Envelope ID: 41B50EF6-CB5D-47FE-9B68-0459043F283D

Ronald M. Eisenberg


DocuSigned by:

Damon D. Ellis

DocuSigned by:

Adam Eshelbrenner

DocuSigned by:

Joshua Fanelli

DocuSigned by:

Brent A. Voyles

DocuSigned by:

Richard Warhall

DocuSigned by:

Samuel R. Wells, III



SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS

ATTACHMENT B
CONTRACTOR QUESTIONNAIRE

DATE: 01.15.2024

NAME OF BIDDER: The Whiting-Turner Contracting Company

BUSINESS ADDRESS: 10407 Centurion Parkway N., Suite 110, Jacksonville, Florida 32256

PHONE NUMBER: Phone: 904-456-6226 • Mobile: 813-477-9632

CONTRACTOR'S FL LICENSE #: CGC1533955

EXPIRATION DATE: August 31, 2026

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets as necessary.

1. How many years has your organization been in business as a Construction Manager?

Since 1909; 116 Years

2. How many years has your organization been in business as a Construction Manager Adviser?

Since 1983

3. Name of Project Manager and length of time with your company?

Lindsey Griffin; 9 Years

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4. Describe in detail and give the date and owner, including phone numbers and contact person(s), of the last four (4) projects that you have completed similar in type, size, and nature as the project proposed?

Please see Form E in Tab 6.

5. Have you ever failed, or been alleged to have failed, to complete work awarded to you? If so, please list the project and explain the reasons why?

No

6. Have you ever failed, or been alleged to have failed, to complete work within the Contract Time? If so, please list the project and explain the reasons why?

No

7. Have you ever had a bond or letter of credit called by the owner of a project? If so, when?

No

Bidder Name: Brent Voyles

Signature:

B. Voyles



Title: Senior Vice President

RFQ – Construction Manager Adviser Flagler Fishing Pier



Attach the corporate information sheet from the Florida Department of State, Division of Corporation's, web site.

ACKNOWLEDGEMENT

<p>STATE OF FLORIDA COUNTY OF <u>Duval</u></p> <p>Sworn to (or affirmed) and subscribed before me by means of online notarization <input checked="" type="checkbox"/> OR physical presence <input type="checkbox"/></p> <p>this <u>15th</u> day of <u>January</u>, 20<u>25</u>.</p> <p>Personally Known <input checked="" type="checkbox"/> OR Produced identification <input type="checkbox"/></p> <p>Type of Identification Produced: _____</p>	<div style="text-align: center;">  Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public below: </div> <div style="text-align: center; border: 2px solid black; padding: 5px; margin-top: 10px;">  JANETTE RUTH BECKWITH Commission # HH 447547 Expires September 25, 2027 </div>
--	--

END OF ATTACHMENT B

RFQ – Construction Manager Adviser Flagler Fishing Pier



State of Florida

Department of State

I certify from the records of this office that WHITING-TURNER CONTRACTING COMPANY THE is a Maryland corporation authorized to transact business in the State of Florida, qualified on May 8, 1961.

The document number of this corporation is 815261.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 15, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of January, 2025*



A handwritten signature in black ink, appearing to be "J. B. B.", is written over a horizontal line.

Secretary of State

Tracking Number: 2184202752CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>






**ATTACHMENT C
REQUIRED DISCLOSURE**

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state of the United States against (1) the Bidder, any business entity related to or affiliated with the Bidder or (3) any present or former owner of the Bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20%) or less of the outstanding shares of the Bidder whose stock is publicly owned and traded:

N/A

Bidder Name: Brent Voyles

Signature: 

Title: Senior Vice President

Date: 01.15.25

END OF ATTACHMENT C

RFQ – Construction Manager Adviser Flagler Fishing Pier

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**ATTACHMENT D
BIDDER INFORMATION**

List the full legal name of each officer of the Corporation.

President: Please see Unanimous Consent of the Board of Directors. Dated 4/30/24.

Signature: _____ Date: _____

Vice-President: _____

Signature: _____ Date: _____

Secretary: _____

Signature: _____ Date: _____

Treasurer: _____

Signature: _____ Date: _____

List the Corporate Officer that will sign the contract: B. A. Byles

END OF ATTACHMENT D

RFQ – Construction Manager Adviser Flagler Fishing Pier

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Please see Tab 5 for the requested past performance information.





**ATTACHMENT F
SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to: The City of Flagler Beach (Public entity)

By: Brent Voyles, Senior Vice President
(Individual's name and title)

For: The Whiting-Turner Contracting Company
(Name of entity submitting sworn statement)

Whose business address is: 10407 Centurion Parkway N., Suite 110
Jacksonville, Florida 32256

Federal Employer Identification Number (FEIN): 52-0529450

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

RFQ – Construction Manager Adviser Flagler Fishing Pier

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3. I understand that an “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
4. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agent who is active in management of the entity, nor the affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury

RFQ – Construction Manager Adviser Flagler Fishing Pier

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determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF FLAGLER IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature: B. Voyles

Date: 01.15.2025

State of: Florida

County of: Duval


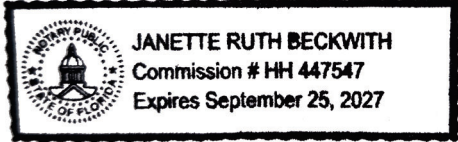
Personally known by me,

~~PERSONALLY APPEARED BEFORE ME, the undersigned authority,~~

Brent Voyles who, after first being sworn by me,
(Name of individual signing)

affixed his/her signature in the space provided above on this 15th day of January, 20 25.

ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF <u>Duval</u>		 Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public below:
Sworn to (or affirmed) and subscribed before me by means of online notarization <input checked="" type="checkbox"/> OR physical presence <input type="checkbox"/> this <u>15th</u> day of <u>January</u> , 20 <u>25</u> . Personally Known <input checked="" type="checkbox"/> OR Produced identification <input type="checkbox"/> Type of Identification Produced: _____		

RFQ – Construction Manager Adviser Flagler Fishing Pier





**ATTACHMENT G
AFFIDAVIT OF NON-COLLUSION**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

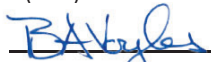
Dated this Fifteenth day of January, 20 25.

Brent Voyles (The Whiting-Turner Contracting Company)


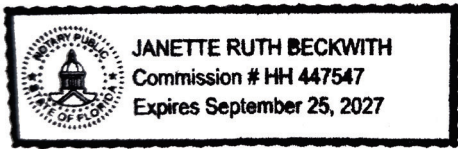
(Bidder Name)

Senior Vice President

(Title)


(Signature)

ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF <u>Duval</u>		 Signature of Notary Public <small>Print, Type or Stamp Commissioned Name of Notary Public below:</small>
Sworn to (or affirmed) and subscribed before me by means of online notarization <input checked="" type="checkbox"/> OR physical presence <input type="checkbox"/> this <u>15th</u> day of <u>January</u> , 20 <u>25</u> . Personally Known <input checked="" type="checkbox"/> OR Produced identification <input type="checkbox"/> Type of Identification Produced: _____		
		

END OF ATTACHMENT G

RFQ – Construction Manager Adviser Flagler Fishing Pier






ATTACHMENT H CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of his establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

Name: Brent Voyles (The Whiting-Turner Contracting Company)

Signature: 

Date: 01.15.25

Title: Senior Vice President

Official Address: 10407 Centurion Parkway N., Suite 110
Jacksonville, Florida 32256

END OF ATTACHMENT H

RFQ – Construction Manager Adviser Flagler Fishing Pier

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ATTACHMENT I DRUG-FREE WORKPLACE

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

The Whiting-Turner Contracting Company does hereby: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the matters set forth above.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name: Brent Voyles
 Signature: 
 Date: 01.15.25
 Title: Senior Vice President

END OF ATTACHMENT I

RFQ – Construction Manager Adviser Flagler Fishing Pier

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**ATTACHMENT J
CONFLICT OF INTEREST STATEMENT**

Before me, the undersigned authority, ~~personally appeared~~ ^{personally known by me} Brent Voyles,
who was duly sworn, deposes, and states:

1. I am the Senior Vice President of Whiting-Turner Contracting Co. with a local office in Jacksonville, FL and principal office in Baltimore, MD.
2. The above-named entity is submitting an Expression of Interest for the City of Flagler Beach project described as bid number 260.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of the City of Flagler Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Flagler Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Flagler Beach in writing.



Signature of Affiant

RFQ – Construction Manager Adviser Flagler Fishing Pier



ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Duval


Sworn to (or affirmed) and subscribed before me by means of
 online notarization ☒ OR physical presence ☐

this 15th day of January, 20 25.

Personally Known ☒ OR Produced identification ☐

Type of Identification Produced: _____

Janette Ruth Beckwith
Signature of Notary Public
 Print, Type or Stamp Commissioned Name of Notary Public below:



END OF ATTACHMENT J

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RFQ – Construction Manager Adviser Flagler Fishing Pier





**ATTACHMENT K
COMPLIANCE WITH THE PUBLIC RECORDS LAW**

Upon award recommendation or thirty (30) days after receiving submittals, they become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City of Flagler Beach in a separate envelope marked accordingly.

Company Name: The Whiting-Turner Contracting Company

Authorized representative Printed Name: Brent Voyles

Authorized Representative Signature: 

Date: 01.15.2025

END OF ATTACHMENT K

RFQ – Construction Manager Adviser Flagler Fishing Pier

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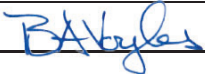




ATTACHMENT L AMERICANS WITH DISABILITIES ACT AFFIDAVIT



The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the CITY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

Name: Brent Voyles
 Authorized Signature: 
 Date: 01.15.2025
 Title: Senior Vice President
 Affix Corporate Seal:



ACKNOWLEDGEMENT

<p>STATE OF FLORIDA COUNTY OF <u>Duval</u></p> <p>Sworn to (or affirmed) and subscribed before me by means of online notarization <input checked="" type="checkbox"/> OR physical presence <input type="checkbox"/></p> <p>this <u>15th</u> day of <u>January</u>, 20<u>25</u>.</p> <p>Personally Known <input checked="" type="checkbox"/> OR Produced identification <input type="checkbox"/></p> <p>Type of Identification Produced: _____</p>	<p style="text-align: center;"> Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public below:</p> <div style="border: 2px solid black; padding: 5px; text-align: center;">  <p>JANETTE RUTH BECKWITH Commission # HH 447547 Expires September 25, 2027</p> </div>
--	---

END OF ATTACHMENT L

RFQ – Construction Manager Adviser Flagler Fishing Pier





**ATTACHMENT M
LIST OF LICENSES and CERTIFICATIONS**

License/Cert. Name	Number	Issuing Authority	Expiration Date
General Contractor License	CGC1533955	State Of Florida Department of Business and Professional Regulation Construction Industry Licensing Board	08.31.2026

END OF ATTACHMENT M

RFQ – Construction Manager Adviser Flagler Fishing Pier

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ATTACHMENT N
AIA DOCUMENT A133-2009
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER AS ADVISER

CM Agency Addendum:

Our addendum to A133 are on the following pages.

AIA A232 Comments:

Whiting-Turner will need to review this document prior to award



June 4, 2020

CM AGENCY ADDENDUM

Notwithstanding any other provision in the Contract, the following provisions supersede all provisions in the Contract and shall govern in the event of any inconsistent or contrary language in the Contract with respect to liability, insurance coverage and/or indemnification obligations of the Construction Manager.

Notwithstanding anything to the contrary contained in this Agreement, to the fullest extent permitted by law, the Owner, the Owner's separate contractors, the Owner's General Contractor, if any, and any Trade Contractors or Subcontractors whether employed directly by the Owner or through a General Contractor, and/or Tenants of the Owner and their respective General Contractors, Trade Contractors or Subcontractors (hereinafter "Indemnifying Parties") shall indemnify, defend, and hold harmless the Construction Manager and Construction Manager's consultants, and their respective agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from performance of the Work, and from any other work being performed at or near the Project by any of the Indemnifying Parties, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself). Nothing contained herein is intended to nor shall be construed to seek indemnity for a claim, damage, loss, or expense arising from the sole negligence of the Construction Manager or Construction Manager's consultants. In claims against any person or entity indemnified under this Section by an employee of any of the Indemnifying Parties, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for any of them under workers' compensation acts, disability benefit acts or other employee benefit acts.

The Indemnifying Parties shall cause any commercial liability coverage required by the Contract Documents (and/or shall otherwise separately obtain commercial liability insurance with limits similar to those required by the Contract Documents) to: 1) include the Construction Manager and the Construction Manager's consultants, as additional insureds on a primary and non-contributory basis as to any insurance carried by Construction Manager or Construction Manager's consultants and for claims caused in whole or in part by the negligent acts or omissions during the operations or completed operations of any of the Indemnifying Parties, and 2) provide waivers of subrogation for such insurance coverage in favor of Construction Manager and Construction Manager's consultants. Owner shall provide endorsements and insurance certificates from all Indemnifying Parties, confirming same within 10 days of execution of this Agreement, such obligation being a material term of this Contract.

Owner shall require that the above indemnity and insurance requirements be included in all contracts entered into for or about the Project with the Indemnifying Parties. Owner shall also include the following language in all contracts entered into for or about the Project with the Indemnifying Parties:

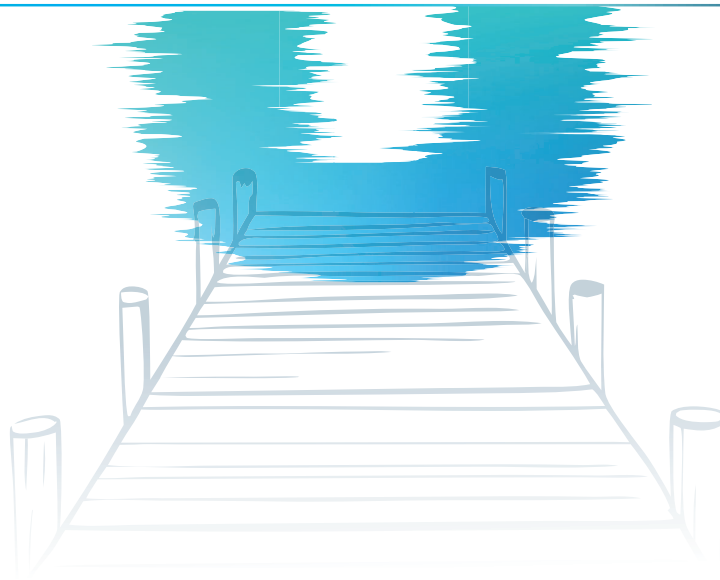
It is hereby agreed and understood that any Contract Documents that are included in or part of any contracts between the Owner and the Contractor [This term should be modified as appropriate to reference the specific Indemnifying Party with whom Contractor is contracting everywhere it appears] with respect to this project are being provided by the Owner and that nothing included therein shall constitute a warranty or representation to the Contractor by the Construction Manager, or its consultants, employees or representatives. Any such Contract Documents or information supplied in connection with this Project, including any deficiency, inconsistency or misrepresentation therein, shall not create any direct cause of action in favor of Contractor against Construction Manager, or any of its consultants, employees or representatives, whether such action may be for breach of contract, breach of warranty, negligence, misrepresentation or other tort, and specifically including but not limited to those claims otherwise permitted by applicable law. Contractor further agrees that it shall file no claims or legal action of any kind against the Construction Manager or any of its consultants, employees, or representatives, including but not limited to those claims otherwise permitted by any applicable law. Contractor agrees that this Subparagraph shall survive termination of this Contract. Contractor also agrees that this Subparagraph shall be binding whether or not Contractor claims prior breach of this Contract and that this Subparagraph shall apply to any and all claims including breach of contract, breach of warranty, negligence, misrepresentation or other tort, or otherwise.



Notwithstanding any provision in this Agreement to the contrary, Owner acknowledges and agrees that in consideration for the above protections being granted to Construction Manager, Owner is not being charged the Construction Manager's normal fixed rate for commercial liability insurance on the cost of work performed by other Contractors and/or Subcontractors not under a direct contract with the Construction Manager on the condition that Owner complies fully with the above obligations and on the condition that the Owner guarantees compliance with these obligations by all of the Indemnifying Parties. In the event that any of the Indemnifying Parties fail to comply fully with their obligations under the Contract, in addition to the recovery of all damages, losses, and legal fees incurred by Construction Manager, Construction Manager shall be entitled to immediate payment of all reasonable attorneys' fees incurred in the enforcement of these provisions and shall be entitled to payment by Owner of a fixed rate of ____% of the total Cost of the Work performed by other Contractors and/or Subcontractors not under direct contract with the Construction Manager, which represents the insurance rate normally charged for work performed on a Construction Management at Risk basis.

Notwithstanding anything to the contrary contained in this Agreement, to the fullest extent permitted by law, the Owner shall indemnify, defend, and hold harmless the Construction Manager and Construction Manager's consultants, and their respective agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from any losses, disputes, claims, legal proceedings or lawsuits arising out of or related to the performance of the Work by Owner's General Contractors, Trade Contractors Subcontractors and/or Consultants, provided that such loss, dispute, claim, legal proceeding or lawsuit does not arise or result solely from Construction Manager's negligence or solely from Construction Manager's failure to perform its obligations under this Contract. Owner hereby further agrees to reimburse Construction Manager for any and all costs incurred by Construction Manager in connection with any loss, dispute, claim, legal proceeding or lawsuit between or among Owner Owner's General Contractors, Trade Contractors Subcontractors and/or Consultants, in connection with performance of the Work, including but not limited to time expended at rates set forth in the Contract Documents, or as otherwise mutually agreed, and costs incurred by Construction Manager in its support of and assistance to Owner in the defense and/or prosecution of any claims, legal proceedings and/or lawsuits, provided that such claim, legal proceeding or lawsuit does not arise or result solely from Construction Manager's negligence or solely from Construction Manager's failure to perform its obligations under this Contract.





CORE VALUES

integrity.
excellence.
experience.
leadership.



116 years in business

5000+ full time employees

60+ locations nationwide

0 debt - no loans since 1938

\$4B bonding capacity

.52 experience modification rate

5A-1 dun & bradstreet rating - highest possible

Typical Volume of Work: Historically, our revenue (billions) trends upward with no set average. 2024 revenue totaled \$13+ Billion.

BRIEF HISTORY TIMELINE

1934

Whiting-Turner is incorporated April 12, 1934 in Baltimore, MD

1955

Hackerman is named as company's second president.

2014

Timothy Regan is named as company's 3rd president

1909

GWC Whiting and LeBaron Turner, MIT classmates, founded the firm

1938

Whiting hires Willard Hackerman, 19-year-old civil engineering graduate of Johns Hopkins University.

2009

Whiting-Turner celebrates **100** Years.



General Statement of Services

The Whiting-Turner Contracting Company provides construction management, general contracting, design-build and integrated project delivery services on projects small and large for a diverse group of customers.

Within these delivery options is a broad range of services including: Design Assistance, Budgeting, Estimating, Value Engineering, Constructibility Review, Scheduling, Procurement, Environmental, Health & Safety, Site Logistics Planning, Cost Control, Quality, Schedule Control and Information Control.

Below is a sampling of the Markets we work in and we welcome you to explore, at your leisure, the links provided for a more in-depth look at our capabilities.



EDUCATION



INDUSTRIAL PROCESSING
AND MANUFACTURING



MISSION CRITICAL



MIXED-USE



OFFICE



ENERGY



RETAIL



SCIENCE + TECHNOLOGY



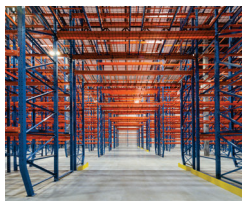
SENIOR LIVING



SPORTS AND FITNESS



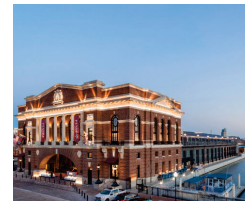
ENTERTAINMENT



WAREHOUSE AND DISTRIBUTION



HEALTHCARE



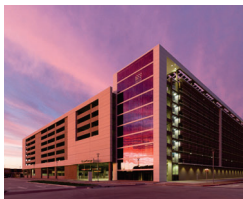
HOSPITALITY



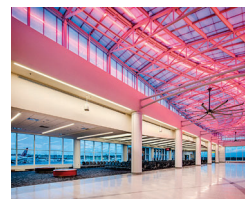
RESIDENTIAL



PHARMA



PARKING



TRANSPORTATION



CULTURAL



Just click on whatever industry you are interested in and you will be redirected to our portfolio page! **OR** click on the WT and be taken directly to our website for more information.



The Whiting-Turner Advantage

The new Flagler Beach Fishing Pier will be an iconic symbol and a destination point, constructed to withstand the extreme forces of nature – from the inevitable hurricane force winds to the more subtle forces of saltwater corrosiveness and the Florida sun. Whiting-Turner is excited about the possibility of participating in this iconic element. Within this RFQ response, we have thoughtfully presented a detailed plan to manage the construction of the Flagler Beach Fishing Pier project. We would be honored to be selected as your CMA; some of our particular expertise, experience and/or techniques that will be an advantage to Flagler Beach in assuring the success of your project are our:

Overall Approach, Methodology.

Whiting-Turner is founded on the core values of integrity, excellence, experience, and leadership. With Whiting-Turner performing a majority of our work for repeat clientele, it is clear that we have succeeded in providing qualified and experienced managers to run our projects, providing a true teaming environment with the Owner and design team, and ultimately providing our client with a high-quality project. Whiting-Turner is recognized as a national leader in Construction, and as such, we are familiar with the latest scheduling, cost control and project management software and techniques. Section 4 of this response explains our approach to construction management and highlights the key factors for consideration in managing this project.

Experience & Personnel Qualifications.

Whiting-Turner is celebrating 116 years of construction excellence and employs nearly 5,000 construction professionals working out of over 30 regional offices.

The core staff that we have proposed for this project work out of our Jacksonville office; our team includes long time employees who have fishing pier experience.

Financial Capability.

Whiting-Turner proudly enjoys a 5A-1 Dun & Bradstreet Rating – the only top 25 Engineering News Record domestic builder with this highest rating –as well as a \$4 billion bonding capacity. We have not borrowed any working capital since 1938. You can be confident in the longevity and dependability of our firm.

Safety.

The elimination of accidents on our projects is among our greatest responsibilities. It is our policy that every reasonable effort be taken to eliminate recognized hazards from our operations; we will assist the Contractor to develop a project specific safety program that addresses the hazards and risks inherent in fishing pier construction. The safety program will include a project hazard assessment with considerations such as: working within the narrow boundaries of a pier, crane critical load lift plans, height exposure, pile driving over water, surf precautions, and the weather.

Understanding & Commitment.

The City of Flagler Beach's Fishing Pier will serve as the centerpiece to the development of surrounding restaurants and retail establishments. The professionalism of the team that you select for this important phase of the development will influence the overall outcome of the project.



With the selection of Whiting-Turner, you can be assured that our qualified team will be dedicated to completing your vision for the Flagler Beach Fishing Pier.







Project Approach

The Whiting-Turner approach to managing this project will be the same, proven approach, that we have successfully utilized both locally and nationally:



The project will be staffed with a dedicated Project Manager and Superintendent.



The most current management tools such as CMiC and Primavera (P6) will be utilized to track the project.



We will immediately address any concerns that the City or Community may have throughout the CMA process.



Preconstruction & Construction Services



Pictured:
Pompano Beach Fisher Family Pier

Although “Preconstruction” Services are not included in our scope of work for this project, many of the steps for organization and planning that generally take place during “preconstruction” will need to be reviewed and discussed to make sure that the project is following agreed upon protocols and that there is good communication among all parties.

Our approach to providing leadership to facilitate teamwork and communications among all parties involved in the project is as follows:

1. Assembly of Project Documents, and Kickoff Meeting with Flagler Beach, the Design Team, the Contractor & Whiting-Turner

As soon as practical, after having selected Whiting-Turner as the CMA, provide us with all applicable documents including items such as the Contractor’s bid response, the Contractor’s drawings, all permits and permit applications, requirements from the funding source, specifications and other bid documents issued to the Contractor, any documentation of public outreach meetings and commitments, etc. An opportunity to review this information at least briefly will assist us in preparing for our project responsibilities.

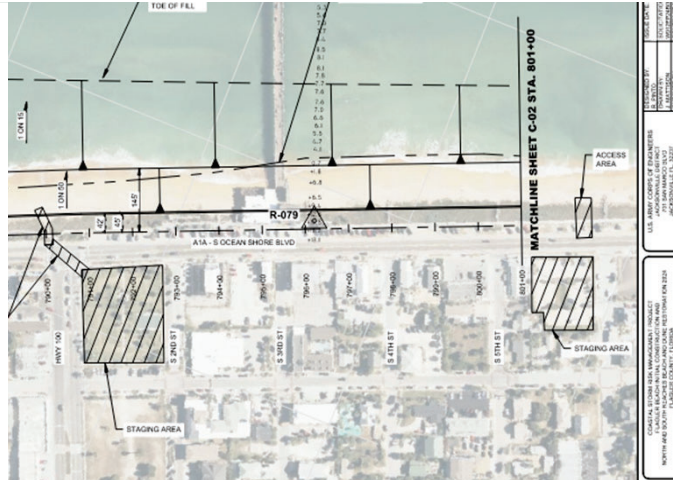
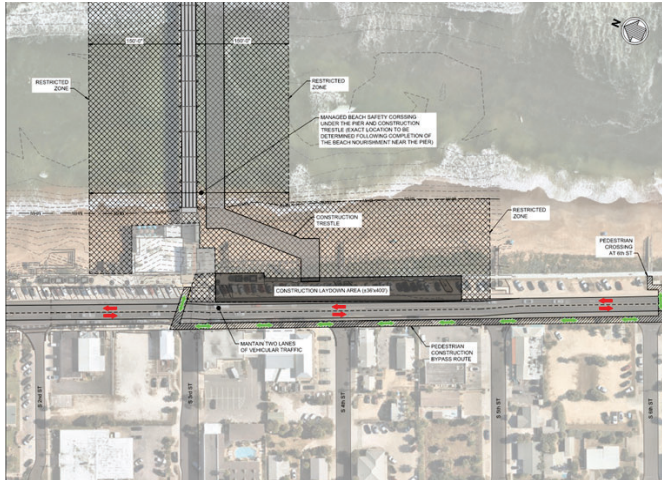
2. Creating a Plan of Attack

Key to the success of the project is regularly scheduled progress meetings. To be effective, the decision makers representing the City, the Design Team, the General Contractor, and Whiting-Turner will be in attendance. The meetings are critical in identifying key issues and alternatives. The minutes that we issue after each meeting are formatted so that all team members are clear as to their immediate and long- term responsibilities. These minutes are a valuable tool for maintaining the project’s direction and focus.

Approvals to design alternatives are often provided immediately, in this arena, thereby keeping the CMA process running efficiently to meet the strict time constraints of a project. Whiting-Turner’s consistent use of this process has allowed this process to develop to an elevated level, so that the project will enjoy the benefits of efficient coordination.



TAB 4 PROJECT APPROACH



3. Staging / Sequencing Plans

To expand upon the documents provided in their bid package, the Contractor will prepare detailed phasing and sequencing plans for review; the phasing plans will depict the flow of traffic, pedestrian access, staging areas, work areas, and available/unavailable parking.

There will be many variable factors to consider and discuss to arrive at staging and sequencing plans that best suit the project.

Some of the factors to consider include:

a. Safety: Safety is always the first consideration. As an example, the suggested staging/ MOT plan provided to the Contractor in their bid documents shows routing the pedestrians from the east side of A1A to the west side, to safely guide them around the work zone that will include the sidewalk and parking on the east side of A1A.

b. Impact: What is the impact to the community and what have they been promised?

c. Season: There may be some factors related to the season that impact our planning, for example, how might the traffic vary from season to season, and how might our efforts affect visitors to Flagler Beach?

d. Community Coordination: Through whom does the team communicate with to understand the concerns of the local businesses, residents, and visitors?

e. Deliveries: There will be piles as long as 110 foot long delivered to the project, concrete trucks, and other heavy equipment. We will evaluate the Contractor's plan for deliveries within the tight confines of available space. It is challenging to envision how the Contractor will safely offload deliveries as long as 110' in the shaded parking area provided for as staging in their bid document, and then transport them along the conceptual configuration of the temporary construction trestle also shown on their bid document.

f. Planning: With laydown area at such a premium, careful planning and near "Just-in-Time" delivery of material will be crucial.

g. Staging: Are nearby undeveloped properties available for pier construction purposes? The bid documents provided to the Contractor show two staging areas to be used for beach re-nourishment, just off A1A to the north and south side of the pier. When are these properties needed for the Beach Fill? Are they available otherwise for use by the Pier Project? Are these areas available for us to setup a construction trailer?

h. Parking: Where is the best location for construction worker parking?



4. Permits

a. Building Department Permit

Ideally, the current pier plans have been reviewed and conditionally approved by the Flagler Beach Building Department, so that when the General Contractor submits to the building department for a permit, the permit is approved in an expedited way. If the building department is not already adequately familiar with the project so that a building department permit can be issued timely to the General Contractor, the building department may consider issuing partial permits to start the structural work (reinforcing the existing structure to remain, the new piles/ bent assembly, and construct the working platform (Trestle) – possibly separating the electrical, fire, plumbing and any landscaping for later approval.

b. Remaining Applicable Permits

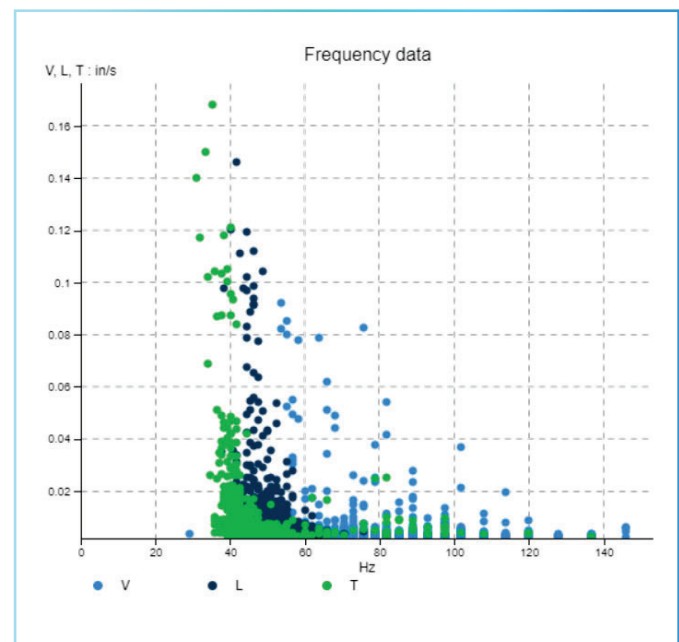
Aside from the Building Department Permit, there are no doubt multiple permits that should be tracked and accounted for; these might include permits from: the Army Corp of Engineers, U.S. Coast Guard, Florida Department of Environmental Protection, Florida Wildlife Conservation, and possibly a County surface water management permit, among others.

5. Vibration Monitoring

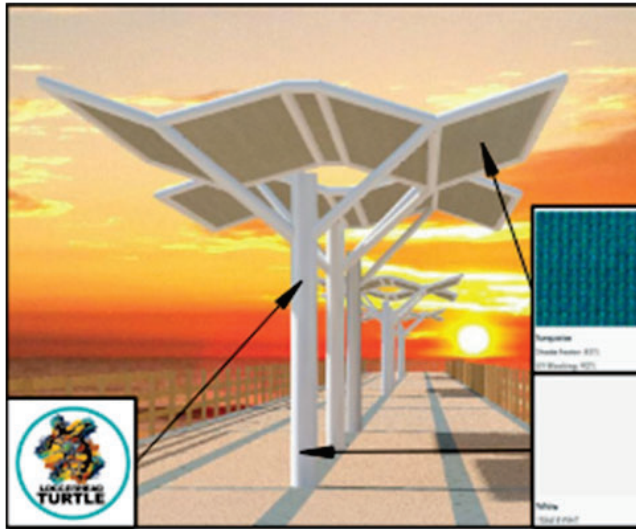
With the pile driving operation beginning very close to the existing structures, the opinion of a structural engineer might be necessary as to what a safe level of vibration might be for the structures, and it might be prudent to then monitor the initial pile driving operation to confirm compliance with the established safe level.

On the Pompano Beach Pier, the first few bents were constructed using auger cast piles to avoid the possibility of damaging the existing nearby restaurant.

Sample Report



TAB 4 PROJECT APPROACH



A1
A-501
SHADE STRUCTURE
FBC ART DECALS

6. Lightning Protection

Covered structures will provide both an important functional capability to the pier as well as an aesthetic one.

After substantial completion of the Pompano Beach Fishing Pier, in an abundance of caution, lightning protection was added to the shade structures and metal handrail – has lightning protection for the proposed shade structures been evaluated?

Environmental Considerations

Fishing pier construction and operation must not harm or damage protected wildlife or important marine resources, such as coral or marine turtles.

Pollution

During preconstruction, our team will monitor procedures to be used for discarding and controlling trash and debris from construction activities to ensure that our project does not negatively impact the environment.

When the new pier is open to the public, the major debris issue becomes the inadvertent discarding of trash, fishing tackle, and fishing line into the ocean by the public. Trash receptacles, fishing line disposal bins, and signage encouraging their use will be installed.

Turbidity

It is likely that during all pile driving operations, water samples will be required to be taken by a third-party testing company, and should the turbidity exceed the allowable tolerances, work will be stopped.

Sea Turtle Protection

During Sea Turtle nesting season, the permit requirements may require that the nearby beach be evaluated for new sea turtle nests before pile driving operations begin each day, and if a nest should be discovered within a specified distance from construction, then that nest(s) may need to be relocated prior to resuming work.

After construction, signage will be provided to the public providing the public with the proper procedures for both avoiding interaction with sea turtles, and also, including procedures to follow in the event that sea turtles are hooked or otherwise disturbed.

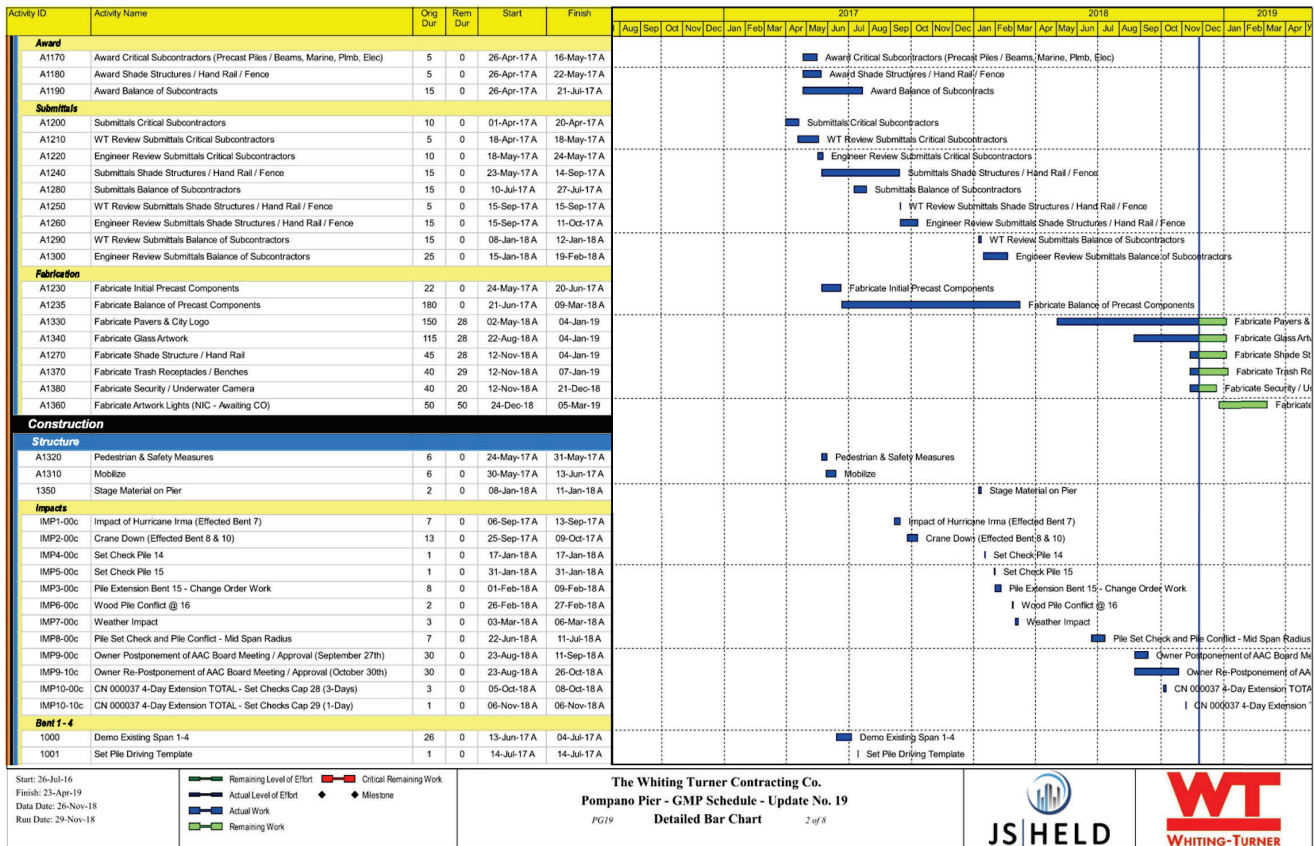
Sea Turtle Friendly Lighting

During construction, the pier and work area will be illuminated only to the minimum as required by the authorities for safety and navigation requirements. After construction is complete, the walking surface of the fishing pier will be illuminated at night for the security and safety of its patrons and as required for navigation purposes; however, deck lighting will be limited to that which is deemed safe for nearby sea turtles. Careful consideration of the pier lighting is necessary so that turtles do not mistake the fishing pier's lighting for the illumination of the moon, which the adult turtles use in navigating, and new hatchlings use to orient themselves when emerging from their nests. The deck lighting will be shielded from spilling off of the deck platform, and will conform to other permit specifications regarding type and brightness of the light.



TAB 4 PROJECT APPROACH

Sample Schedule from Pompano Pier Project



7. Schedule

The expectations for schedule development and monitoring need to be clarified; Paragraph 3.3.5 which reads, “The Construction Manager Adviser shall review and analyze the construction schedules provided by the General Contractor to update the Project schedule, incorporating the activities of the Owner, Engineer, and General Contractor on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner’s occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager Adviser shall update and reissue the Project schedule as required to show current conditions.

If an update indicates that the previously approved Project schedule may not be met, the Construction Manager Adviser shall recommend corrective action to the Owner and Engineer.”

This indicates the CMA will both review the General Contractor’s schedule and maintain a separate schedule that perhaps includes some information not required in the Contractor’s schedule. If the General Contractor is not capable of, or refuses to adhere to schedule development and protocol, maintaining two separate schedules may be necessary; however, if the contractor is cooperative and competent in scheduling, two separate schedules seem unnecessary, and having our scheduling department assist our onsite team in evaluating the contractor’s initial schedule setup and then performing monthly “Schedule Health Checks” might be the best approach.





8. Procurement

Delivery of long lead time items such as piles, beams, pile caps shade structures and light fixtures will be incorporated into the schedule. The delivery of these materials will be tracked by the Contractor's procurement log and reviewed regularly by our staff.

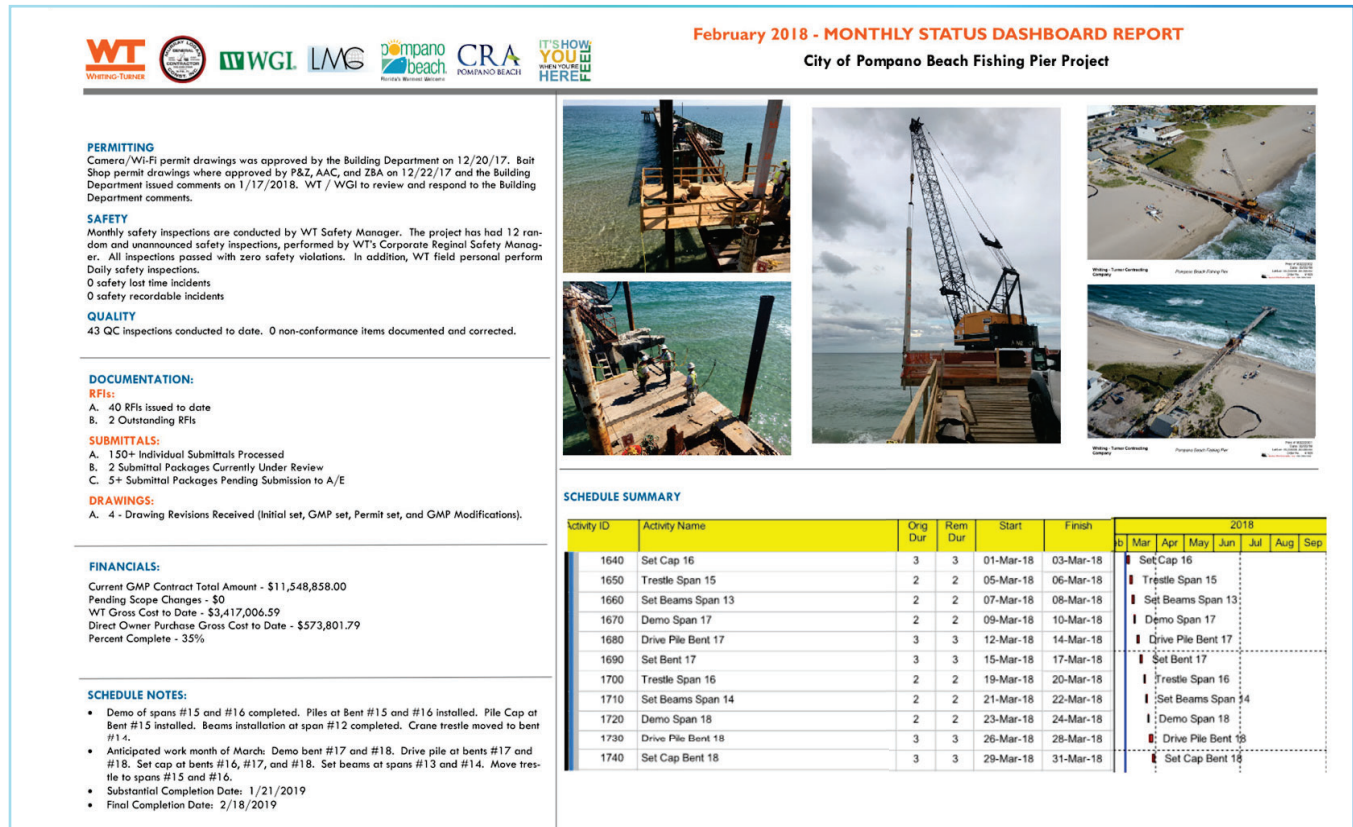
Pile fabrication may be released in segmented groups, sequential with construction. In this way, pile lengths will be manufactured based on actual field conditions being encountered. This will reduce the possibility of cost or schedule delay due to subsurface variations.

9. Borings

Only one boring was provided to the Contractor in the bid documents. As the construction of the pier progresses, the Contractor will make provisions for the testing company to take additional borings. The project team should discuss the possibility of the boring result impacting pile length, and its ramifications if pile length is affected.



Sample Report from Pompano Pier Project



10. Monthly Status Report

As summarized in paragraph 3.3.21.2 of the proposed contract, Whiting-Turner will record the progress of the Project. On a monthly basis, we will submit written progress reports showing percentages of completion and other information identified below:

1. Work completed for the period;
2. Project schedule status;
3. Submittal schedule and status report, including a summary of remaining and outstanding submittals;
4. Request for information, Change Order, and Construction Change Directive status reports;
5. Tests and inspection reports;
6. Status report of nonconforming and rejected Work;
7. Daily logs;
8. Summary of all General Contractor' Applications for Payment;
9. Cumulative total of the Cost of the Work to date including the Construction Manager Adviser's compensation and reimbursable expenses at the job site, if any;
10. Cash-flow and forecast reports;
11. Photographs to document the progress of the Project;
12. Status reports on permits and approvals of authorities having jurisdiction; and
13. Any other items the Owner may require



Maintenance of Traffic (M.O.T.)

The Contractor will detour traffic only as per an agency approved M.O.T plan. Variable Message Boards will be strategically positioned in advance of the M.O.T. installation, to inform vehicular traffic of the forthcoming closures. Residents, business owners, and customers affected by the road closure in these areas will be notified ahead of time. Pedestrians will be informed by means of construction signs indicating sidewalk closure and the alternate routes to be used. Two-way traffic on A1A will be maintained at all times.

Surveying

How will layout for the base line of the new pier be planned? on the deck of the existing pier, since the new fishing pier will generally occupy the same footprint as the existing fishing pier? We will request that drafts of as-builts be submitted with monthly pay requests to ensure that they are being prepared in a format acceptable to the authorities, and as a quality control procedure to avoid any unnecessary surprises at project completion, although we are uncertain as to whether the Contractor is required to do so in their Contract with Flagler Beach.

Testing and Inspection

During the initial Kickoff meetings, all testing and inspection procedures will be reviewed and summarized. The testing agency and inspectors will be involved during driving of the piles, prior to any back fill operation, during the pressure testing of water lines, and while pouring/ pumping concrete caps.

Quality Control

The quality of the project will result in great part from Whiting- Turner's proven leadership. Our team will instill a positive attitude in the work force and establish an atmosphere where individuals make quality performance a personal goal.

Our superintendents and subcontractors have the experience necessary to avoid quality deficiencies by looking ahead.

The focus will be to avoid deficiencies caused by scheduling conflicts, unanticipated field conditions, tolerance or materials incompatibilities, improper installation methods, etc. As materials arrive at the jobsite, they will be inspected for compliance and logged. Work-in-place will be inspected daily.

We understand and encourage your involvement throughout the process to assure that all completed work meets your standards. It is, therefore, important to our team to review your expectations, to add to our process any procedures not already included, and to coordinate the total quality assurance effort.

Community Outreach and Involvement

We did not see any mention of how the project will interact with the Community, or whose responsibility it will be to do so; however, it is a given that the project success will rely on providing nearby businesses and the people who use the surrounding facilities with clear, reliable project information.

We look forward to better understanding your expectation for community involvement of the project should we be selected as your CMA.

Public Safety & Community Coordinator

Luke Budorick will be assigned full time as the Whiting-Turner Superintendent. Luke will monitor the General Contractor's coordination efforts in terms of resident and local business concerns, access, and safety. Luke's daily routine will include confirming that deliveries are made in the locations and time slots as agreed with the community, sidewalks are open, work hours begin and complete as agreed upon with the neighborhood, the parking plan is being followed, all fences, barricades and proper protection is in place, and that any community concern is either: (1) immediately addressed or that (2) the concern is immediately logged in and forwarded to Flagler Beach with a copy to the General Contractor for their prompt review and discussion of the specific challenge.



Hurricane Preparedness

Whiting-Turner will review the Contractor's Hurricane Preparedness Manual which will be relied upon as a guide in those critical hours just prior to, and immediately following, a hurricane.

The essence of this plan should be comprised of four stages: planning, initiation, final preparations completion, and post- storm procedures. The planning takes place prior to the commencement of the hurricane season on June 1st. During the planning stage the Contractor must have assigned individuals responsibilities by name to ensure sufficient manpower and equipment are available to safeguard lives and property should a tropical storm/ hurricane be predicted for the area. The initiation stage typically requires release of emergency personnel to prepare their personal homes and families for the predicted storm while work on site is adjusted to prepare for the storm.

During the final preparation stage, the emergency personnel typically return to the site to make the final storm preparations as the other personnel evacuate the site until the storm passes and it is safe to return to work. Upon the return of personnel to the jobsite, the final post-storm procedure phase begins. This phase describes responsibilities and guidelines for the safe return of all employees to the jobsite. The emergency personnel should complete their tasks to secure loose materials and equipment within eight hours and they also evacuate the site.

The timing of these four phases for the Project will follow the timing decisions of the National Hurricane Center.

We have included in this section a sample checklist for this plan.

TROPICAL STORM/HURRICANE PREPAREDNESS INSPECTION REPORT

(To be completed by all Safety Representatives)

No.	Inspection Checklist	Yes	No
1.	Have all storm preparation requirements been identified in coordination with the General Contractor and the Owner?		
2.	Do you have necessary materials and equipment on site?		
3.	Is the equipment fueled or will it be refueled at completion of preparations?		
4.	Are the workers on the emergency final preparation team correctly skilled?		
5.	Are there adequate numbers of workers on the emergency final preparation team?		
6.	Do the workers know that they will be given time for personal preparation of their homes?		
7.	Are the trailers secure with cables and the windows/openings boarded?		
8.	Have you removed all debris and loose lumber from the area and secured and protected all building materials stored on site?		
9.	Have you moved any materials stored in low areas that are subject to flooding to higher elevations?		
10.	Have you photographed the entire job site inside and outside? Are they dated and annotated?		
11.	Have you inspected all fire protection devices for proper storage?		
12.	Have you ensured that all drainage areas are cleaned out?		
13.	Has the job been electrically saved?		
14.	Are you prepared for post storm period with backup lights stored offsite and emergency generators?		
15.	Have you boomed down and/or freewheeled all cranes? If operating a tower crane, have you disconnected power?		





A CULTURE OF SAFETY

The elimination of accidents related to Whiting-Turner operations is one of our greatest responsibilities and should be treated in the same manner as our productive business procedures. It is our policy that every reasonable effort be taken to eliminate recognized hazards from our operations."

TIM REGAN

President and CEO

Safety

Preplanning for safety will ensure everyone's well-being, help to maximize productivity, and reduce cost associated with risk. At the onset of the project, our team will encourage the Contractor to conduct a project hazard assessment. They will identify the normal and extraordinary risks at each stage of the fishing pier construction process, and will develop a Project Safety Program that addresses the identified hazards and risks.

They will consider:

- The narrow work environment of a fishing pier
- Crane critical load lift plans
- Height exposure
- Pile driving over water
- Surf precautions
- Weather – procedures for rain, wind, lightening, etc.
- Flagler Beach's safety requirements and concerns
- Insurer involvements
- Third party liabilities
- Procedures for working near occupied areas
- Site access, environmental, security, posting
- Project Safety Team organization
- Incident investigation and reporting approach
- Safety measurements (e.g., RIR, LTAIR)
- OSHA

Safety Program Goals

Whiting-Turner's corporate and project goals are very simple – zero accidents. Regardless of our project role, this is our goal and we will not stop trying to get there. Other safety and loss prevention goals include:

- Zero fatalities
- Zero permanent injuries
- Zero impact on public personnel or property
- Prevention of any incident that would adversely impact the City, cost, schedule or quality

All accidents are preventable and avoidable, and we will never stop trying to eliminate them.



TAB 4 PROJECT APPROACH



Cut Walk Jetty at Bal Harbour Village

Project Location: Bal Harbour, FL
Client: Village of Bal Harbour

Whiting-Turner is currently working with Moffat Nichol on the Bal Harbor Cut Walk Jetty. The project is in preconstruction.

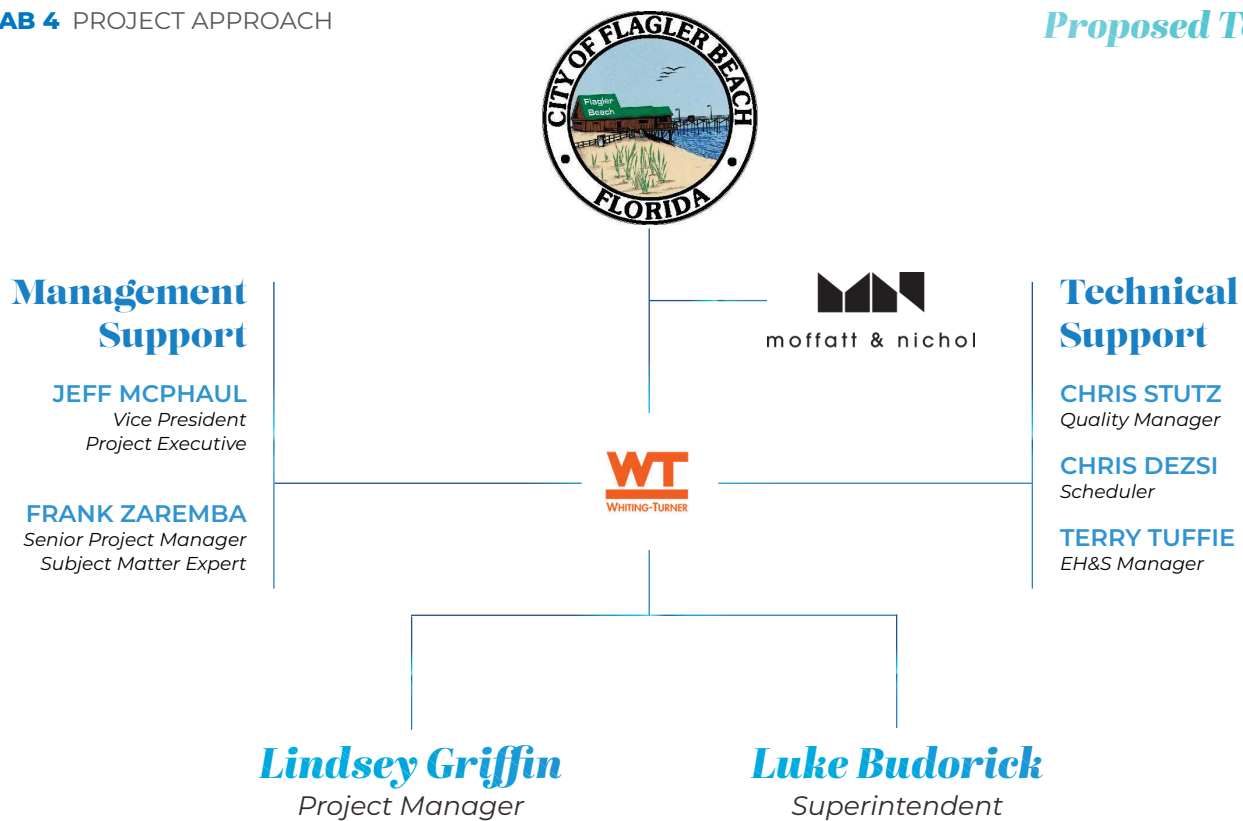




Five

PAST PERFORMANCE





Management Support

INVOLVEMENT & ROLES



JEFF MCPHAUL, VICE PRESIDENT

Role On This Project: Project Executive: Jeff has led the Jacksonville office for 9 of his 21 years with Whiting-Turner. Jeff will support Project Manager Lindsey Griffin and Superintendent Luke Budorick by providing any additional corporate and/or project resources necessary to ensure our commitments to the City are met. Additionally, Jeff will provide oversight and guidance to the team and be the escalation point for the City as needed.



FRANK ZAREMBA, SENIOR PROJECT MANAGER

Role On This Project: Subject Matter Expert: For almost 40 years, Frank has worked on numerous Florida infrastructure projects that include roadwork, water main's, undergrounding of overhead utilities, along with bridge and pier work. Frank was the lead manager on 2 of the highlighted projects in Tab 5, one of which, the Pompano Beach Fisher Family Pier, was awarded the CMAA project of the year for the Local Government category. Frank will lend his expertise to the proposed team to ensure Flagler Beach Pier is constructed properly and efficiently, making this a go-to while visiting the City.





Lindsey Griffin *Project Manager*

09

years of
experience



*Bachelor of Science
Civil Engineering
Florida State University*



*OSHA-30
First-Aid / CPR
USACE Construction
Quality Management
Certified
US Army of Engineers
Certified*

RESTORATION HARDWARE

Restoration Hardware

West Palm Beach, FL // \$33.4M

The Restoration Hardware West Palm Beach project is a four-story, 60,000 SF new construction retail project located in West Palm Beach, FL. The high-end furniture gallery will include a roof top Restaurant and Kitchen with pyramidal skylight courtyard and vaulted ceiling wine rooms, roof-top paver system, grand staircase with radius stingers and railing system, balcony and awning structures at all elevations, exterior ground-level courtyards with vertical and radius water features, interior and exterior staged furniture displays and showrooms, and polished concrete floors.

UNITED THERAPEUTICS

Discovery and Innovation Building

Jacksonville, FL // \$52.7M

The Discovery and Innovation Building is a 75,000 SF, net-zero, three-story facility that includes shared spaces for United Therapeutics and Mayo Clinic. This building includes support spaces for the ex vivo process; open offices for support personnel; back of house MEP; shelled space for future cGMP laboratories; Mayo's Life Sciences Incubator; wet laboratory space; office and co-located spaces; café and lounge; conference rooms; shelled space for future Mayo cGMP laboratories.

Cell Therapy Production Facility at Mayo Clinic

Jacksonville, FL // \$13.5M

A 24,000 SF interior renovation of the Discovery & Innovation building on Mayo Clinic's campus. It included cGMP laboratories, offices and support spaces and were constructed for two clients (United Therapeutics & Mayo Clinic). The building was fully occupied during construction so work was phased to accommodate the needs of multiple tenants.

VLP & Administration Renovation

Jacksonville, FL // \$13M

This project included phased construction. Phase 1 was demolition of the existing second floor cGMP laboratories and construction of new offices. After the offices were completed Phase 2 commenced. Phase 2 included moving the first floor employees to the new offices on the second floor and constructing new lung suites adjacent to existing suites. The entire building was occupied and the existing lung suites were fully functional during construction





Luke Budorick

Superintendent

05

years of
experience



Bachelor of Science
Mechanical Engineering
Purdue University



OSHA-30
First-Aid / CPR

ANNE ARUNDEL COMMUNITY COLLEGE

Health and Life Sciences Building • Arnold, MD // \$96 M

This 170,000 SF building supports all departments within the School of Health Sciences and Biology. The building contains 19 biology laboratories, 20 health science laboratories, laboratory support spaces, a greenhouse, computer laboratories, simulation laboratories, classrooms and study and meeting rooms.

Student Union Bridge Repairs • Arnold, MD // \$386k

This project consisted of a demolition and replacement of the deck on the existing pedestrian bridge that spanned 110 LF between Student Services Center (SSVC) and Student Union (SUN) located on the Arnold Campus of Anne Arundel Community College. To ensure the entrances remained open in a safe manner, a pedestrian tunnel was constructed beneath the bridge that allowed workers to complete work underneath the bridge and protected pedestrians from falling debris while walking beneath.

Careers Center Pedestrian Bridge Repair • Arnold, MD // \$790k

This project consisted of repairs to the deteriorated structure of the Anne Arundel Community College - Careers Center bridge and concrete stairs, located on the Arnold Campus.

JOHNS HOPKINS APPLIED PHYSICS LABORATORY

Applied Physics Lab - AEF Facility Renewal • Laurel, MD // \$3.2M

The Johns Hopkins University Applied Physics Laboratory Advanced Electrical Fabrication Facility is operated by the Research and Exploratory Development Department to provide capabilities in the fabrication and assembly of circuit boards and microelectronics. The AEF Facility is located in Building 13 on the Laurel Campus.

SEASONS HOSPICE & PALLIATIVE CARE OF SOUTHERN FLORIDA

Seasons Hospice at Harbor Hospital • Baltimore, MD // \$96 million

This project was a renovation of the 3rd floor wing of the Med Star Harbor Hospital Seasons Hospice Suite. Renovations will include minor demolition, upgrade of patient rooms and nurses station. Upgrades included flooring, lighting, plumbing fixtures and select doors.



ATTACHMENT E
EXPERIENCE OF BIDDER

Bidder Name: The Whiting-Turner Contracting Company

Authorized Signature: _____ Date: _____

Is your company currently involved in any active litigation? ☒ Yes ☐ No

If Yes, explain: Please reference the following page.

Has your company ever been sued? ☒ Yes ☐ No

If Yes, explain and/or submit court decision or judgment, as applicable: _____

Please reference the following page.

The Bidder must demonstrate the successful completion of four (4) projects of similar complexity, nature, size, and dollar amount in the capacity of CMA. Any material misrepresentation, as determined by the City of Flagler Beach, shall result in disqualification.

On the following pages, provide the requested information regarding experience within the past ten (10) years on four (4) projects. These projects must be new or rehabilitation projects. Preferred projects should be for a coastal community on or near the beach. Additional credit will be awarded for Fishing Piers, either concrete or wood.

RFQ – Construction Manager Adviser Flagler Fishing Pier

Page 19 of 61



Disputes, Claims, Criminal Matters & Related Civil Suits



25K

*Active Owner & Subcontractor
Contracts at any given time*

28

*Applicable Owner &
Subcontractor Claims*

.112%

*of Contracts Result in
Litigation Claims*

Whiting-Turner is rarely involved in litigation. However, since the Company is typically engaged in approximately 800 to over 1000 projects at any given time, and is party to well over 15,000 subcontracts in any given year, there are obviously bound to be some disagreements which reach the litigation stage.

Also, there are occasional accidents and claims of injuries, principally by employees of subcontractors, which result in litigation. These matters are typically defended by the various insurance carriers involved. Please note that many recent cases involving

both project owners and subcontractors are related to the fluctuation in the real estate and construction markets and its effect on an owner's ability to pay amounts owed to Whiting-Turner.

****The submitting office has not been a party to any litigation or claims.***



TAB 5 PAST PERFORMANCE
LITIGATION Last 5 Years (Owners)

Plaintiff (P) & Defendant (D)	Court where filed	Case #	Date Filed	Nature of Case	Current Status
Loft Downtown II Condominium Association, Inc. etc. (P) v. Whiting-Turner, etc. and Weatherhol Maintenance Corp., etc. (D)	Miami-Dade County Circuit Court, Florida	Case #1236112CA32	Served 9/17/12 Closed 1/9/22	Claim for breach of warranty regarding alleged defect in pipe installed by Subcontractor	Settled
Manganaro v. FRIT; Whiting-Turner (P) v. Manganaro (D); Baltimore Steel, et al.	Circuit Court for Montgomery County, Maryland	Case #413072-V	March, 2016 Closed 10/4/21	Claim against Owner for extra work in connection with masonry repairs related to alleged design defects and counter-claims	Settled
The United Illuminating Company (P) v. Whiting-Turner, et al. (D)	District Court for the District of Connecticut	Case # 3:18-CV--00327-AWT	Served 2/26/18 Closed July 1, 2023	Claim for alleged construction issues	Settled
Loft Downtown II Condominium Association, Inc. etc. (P) v. Whiting-Turner and Century Fire Protection, Inc. (D)	Circuit Court of the Eleventh Circuit in and for Miami-Dade County, Florida	Case #2018-005428-CA 01	Served 3/15/18, Closed 1/9/2020	Claim for alleged faulty sprinkler heads installed by Subcontractor	Settled
Delaware State University (P) v. Whiting-Turner, et al (D)	United States District Court for the District of Delaware	Case # 15-1144-LPS-CJB	Served 5/1/18 Closed 11/19/20	Claim for alleged defective panel wall system against contractor and designer. WT in suit as CM agent only.	Summary Judgment in Favor of Whiting-Turner
Whiting-Turner (P) v. Stonewall Station Investments and Mayfair (D)	State of North Carolina, Mecklenburg County	Case # 20 CVS 9914	Served 7/29/2020 Closed 9/8/21	Claim for Payment against Owner and Owner's Agent	Settled
Whiting-Turner (P) v. SLX Grand Atlanta (D)	In the Superior Court of Dekalb County, State of Georgia	Case #202CV511722	Served 7/20/2020 Closed 7/30/21	Claim for Payment against Owner	Settled
Whiting-Turner (P) v. Compass Datacenters (D)	State of North Carolina, County of Durham	Case # 20-CV-1491	Served 10/13/2020 Closed 9/28/22	Claim for Payment against Owner	Settled
La Jolla Commons (P) v. Whiting-Turner, et al. (D)	Superior Court of the State of California County of San Diego	Case #37-2020-000048268 -CU-CT-CDL	Served 1/4/2021 Closed 11/15/23	Claim in Connection with Window Manufacturer	Settled
Shadelands Park, LLC (P) v. Whiting-Turner, et al (D)	Superior Court for the State of California, County of Contra Costa	C22-00052	Served 1/28/22	Dispute Regarding Building Envelope Leak	Discovery
Cactus Villas (P) v. Whiting-Turner and DriTech (D)	Clark County, Nevada	A-221-830492-B	Served 3/11/21	Dispute in Connection with Roofing Subcontractor	Settled
Federal Realty Investment Trust (P) v. Whiting-Turner (D)	Circuit Court for Montgomery County	487219V	Served 9/24/21	Claim in Connection with alleged leaks in curtainwall system supplied and installed by Subcontractor	Settled
Buckner Senior Living dba Ventana By Buckner (P) v. Whiting-Turner, et al.	District Court of 14th Judicial District, Dallas County, Texas	DC-22-04605	Served 6/17/2022	Claim for design/ installation of heating and cooling system	Judgment Entered in Favor of Whiting-Turner on 4/29/24
Whiting-Turner (P) v. JetBlue Airways (P)	In the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, Civil Division	CACE-22-012038	Served 1/26/24	Pass Through Claim for Payment	Discovery
Whiting-Turner (P) v. Fisker, et al. (D)	United States Bankruptcy Court for the District of Delaware	24-11390	Served 7/9/24	Bankruptcy Matter	Initial Pleadings



TAB 5 PAST PERFORMANCE
LITIGATION Last 5 Years (Subcontractors)

Plaintiff (P) & Defendant (D)	Court where filed	Case #	Date Filed	Nature of Case	Current Status
Whiting-Turner (P) v. Manganaro (D); Baltimore Steel, et al.	Circuit Court for Montgomery County	#413072-V	December 28, 2015	Claim against Subcontractor for defective work; cost overruns	Case tried; post trial filings; oral verdict in WT's favor; awaiting written verdict
Bunting Graphics, Inc. dba Bunting Architectural Metals (P) v. Whiting-Turner (D)	United States District Court for the District of Maryland	#1:19-cv-2323	August 13, 2019	Claim for Disputed Payment and Delay Claims by defaulted Subcontractor	Case tried; awaiting Trial verdict
Optimum Building Systems LLC (P) v. The Jackson Laboratory and Whiting-Turner (D)	State of Maine, Hancock SS, Superior Court	CV21-7	February 9, 2021	Claim for Disputed Payment, Breach of Contract and Mechanic's Lien	Discovery
John Egan (P) v. Jackson Lab, Optimum Building Systems and Whiting-Turner (D)	Hancock Superior Court, State of Maine	ELSCV21-CV-21	July 1, 2021	Claim for Disputed Payment	Discovery
DP Development (P) v. Whiting-Turner, et al (D)	Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida	CACE22005360	April 18, 2022	Claim for Disputed Payment	Discovery
Hart Mechanical (P) v. Whiting-Turner, Zurich, Fidelity and Liberty (D)	Circuit Court of the Seventeenth Judicial District in and for Broward County, Florida	CACE-22-012038	September 8, 2022	Subcontractor Claim for Disputed Payment	Discovery
Whiting-Turner (P) v. Quinco Electrical, Inc., Philadelphia Indemnity Ins., J.R. Clancy, Inc., Travelers, Barton Myers Assoc., Inc. and HKS Architects, Inc. (D)	Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida Civil Division	2022-CA-007732-0	November 29, 2022	Claims Against Subcontractor for Costs Incurred Due to Subcontractors Performance	Discovery
Broadway Electric and Engert LLC (P) v. Whiting-Turner (D)	United States District Court Eastern District of Tennessee Knoxville Division (In Arbitration)	3:23-CV-365	October 17, 2023	Subcontractor Claim for Disputed Payment	Discovery and Mediation
Core & Maine (P) v. Flatiron Hotel, et al., including Whiting-Turner (D)	Superior Court Division, State of North Carolina, Buncombe County	24-CV-02481	June 20, 2024	Subcontract Breach of Contract Claim and to Enforce Mechanic's Lien	Initial Pleadings
GD Concrete Construction (P) v. Whiting-Turner and Museum of Nebraska Art (D)	District Court of Buffalo County, Nebraska	CI 24-00270 (8:24-cv-00287)	June 20, 2024	Subcontractor Claim for Disputed Payment	Initial Pleadings
Keller North America FKA Haywood Baker, Inc. (P) v. Osburn Contractors, et al. including Whiting-Turner (D)	In the District Court 101st Judicial District, Dallas County, Texas	DC-24-08773	July 18, 2024	Disputed Subcontractor Claim for Payment	Initial Pleadings
United Steel (P) v. Whiting-Turner (D)	U.S. District Court for the District of Maryland	1:24-CV-1847-MJM	July 19, 2024	Disputed Subcontractor Claim for Payment	Initial Pleadings
United Steel (P) v. Whiting-Turner (D)	U.S. District Court for the District of Maine	2:24-CV-00232-NT	July 24, 2024	Disputed Subcontractor Claim for Payment Against Surety Bonds	Initial Pleadings



PROJECT 1

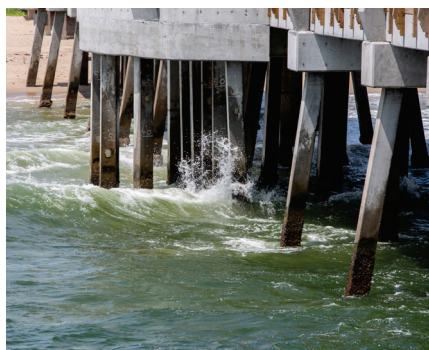
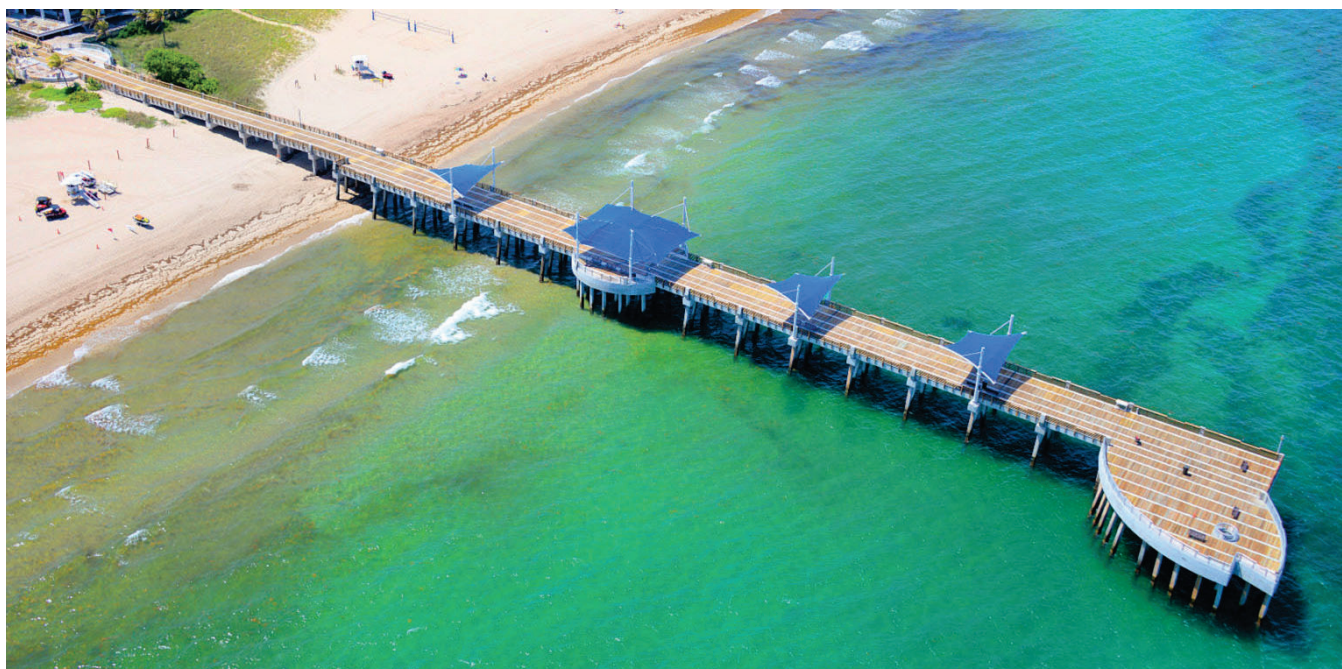
City of Pompano Beach *Fisher Family Fishing Pier*



This project won the
PROJECT ACHIEVEMENT AWARD
Government - Local Category



CMAA
Florida Chapter
Advancing Professional Construction
and Program Management Worldwide



City of Pompano Beach

Fisher Family Fishing Pier

Project #1:

Contract Date: 04.26.2016 - 7.31.2020

Contract Amount: \$ \$9,964,551 (Excluding the precast concrete PO that was deleted from our contract so the Owner could purchase directly for tax savings)

Project Name: Fisher Family Pier

Project Location: 222 North Pompano Beach Blvd. Pompano Beach, FL 33062

General Scope of Work: Please see following page for scope.

Client Name and Address: City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

Client Contact Phone: (954) 786-7834 (O)/ (954) 980-2208

Client Contact Email: Horacio.danovich@copbfl.com

Was the project completed on schedule? X Yes No

Total Amount of Change Orders: \$ 0

Reasons for Change Orders: Project was completed under budget with savings returned to the Owner.

Please attach photos of the finished project.

Please see previous page.

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RFQ – Construction Manager Adviser Flagler Fishing Pier

Page 20 of 61



City of Pompano Beach *Fisher Family Fishing Pier*

General Scope of Work: Originally built in 1963 and opened to the public in early 1964, the City's Fishing Pier stood to be an iconic feature. Unfortunately, damage sustained during Hurricane Sandy in 2012 forced closure of the easternmost end.

The team adopted a top-down construction methodology to demolish and replace one span section at a time, working from the west to the east. It took approximately 15 days to replace each span. The design was based on building an 896-foot long pier (same length as the original pier).

The City's vision for the "Fisher Family Pier," was to build a structure that would be able to withstand the impacts and pressures of Florida's harsh weather and local environment. The pier was raised four feet higher than the old one to withstand sea level rise and storm surges. In addition, the new pier is wider than the old one to provide extra space between fishermen and visitors. This helps reduce the risk of people being hooked by fishermen casting their lines.

The width expands from 18' to 30' about 300' east of the Bait and Tackle Shop. And, the pier added four (4) shaded areas with shade structures similar to those installed at the adjacent playground as well as benches and trash receptacles strategically placed throughout the facility.

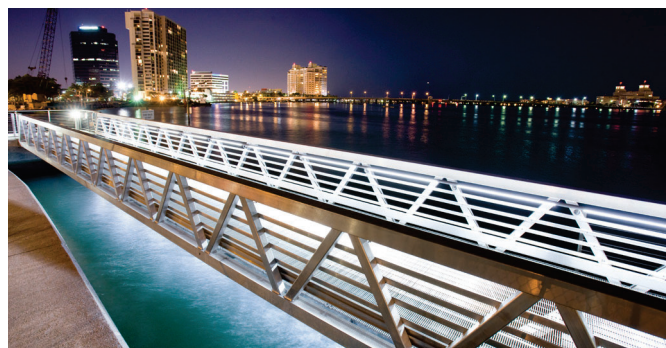
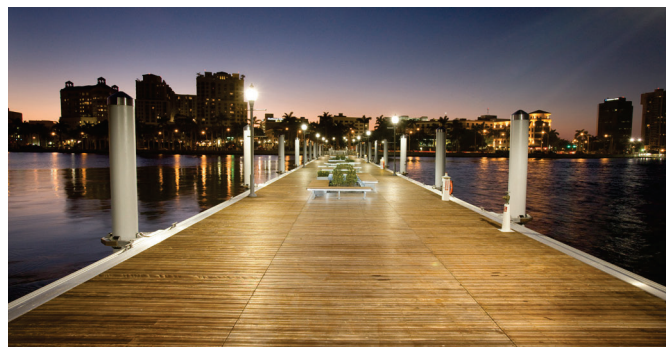
Art was a very important element as well. The team installed 30 interchangeable marine-related artwork panels lit from behind depicting local species. The panels are being used as educational components to children and adults alike. Moreover, a wall panel featuring local seashells specimens was placed on one of the Bait and Tackle shop walls.

The pier features Wi-Fi service throughout and a sophisticated security camera system was installed to help monitor activity while the pier is open to the public. Lastly, the end of the new pier features a shape like the head of a pompano fish with an "eye" for people to look down into the ocean and see marine life underneath. To support fishermen, the team constructed a Bait and Tackle Shop.



PROJECT 2

City of West Palm Beach *City Commons Waterfront Dock*



Project #2:

Contract Date: 06.01.2008 - 03.11.2009

Contract Amount: \$ \$8,274,255 (Excluding the purchase of the floating dock material, which was deleted from our scope of work so that the Owner could realize the tax)

Project Name: West Palm Beach Waterfront Commons Dock Project

Project Location: 150 S Flagler Dr. West Palm Beach, FL 33401

General Scope of Work: See scope on following page.

Client Name and Address: City of West Palm Beach
401 Clematis St
West Palm Beach, FL 33401

Client Contact Phone: Joan Goldberg (561) 319-0285

Client Contact Email: fjgoldberg@bellsouth.net

Was the project completed on schedule? ☒ Yes ☐ No

Total Amount of Change Orders: \$ 0

Reasons for Change Orders: Completed within the GMP budget with savings returned to the Owner.

Please attach photos of the finished project.

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RFQ – Construction Manager Adviser Flagler Fishing Pier



City of West Palm Beach *City Commons Waterfront Docks*

General Scope of Work: The Work consisted of value engineering, permitting, site preparation, and construction necessary to construct a municipal floating dock system in the intercoastal waterways in downtown West Palm Beach, Florida.

The project consisted of floating docks, marina utilities, steel pilings, land connection structures, and aluminum gangways. The project included three dock structures totaling 26,000sqft: North Clematis Dock, South Clematis Dock, and Evernia Street Dock. The project was designed by CH2MHill, project Architect, Michael Singer Studios, Conceptual Architect, and Taylor Engineering, Engineer of record.

The project had a 12-month schedule. We were successful in completing the project on time with savings returned to the City upon project completion. The project was profitable and a positive experience for the Owner, Architects, Subcontractors, Vendors, and Whiting-Turner. West Palm Beach Marine Industry Project of the Year (2009).

Relevant Pier Work: 20"x.500 Round Steel Pipe 60' length each – combined total of 2,400 feet for the project, docks total combined length 1,278 feet and 10' – 30' wide, docks structure marine aluminum alloy 6061-T6, Floating dock IPE Hardwood grooved decking 1-1/4" x 6", floating docks designed for 93 mph wind "sustained 1 min average", 3.5 feet wave, unoccupied (no vessel loading).

Relevant Pier Utilities: Utilities installed on the floating dock system: 3" HDPE Wet fire line, 1" HDPE Potable water line and hose bibbs, Irrigation system for planter beds, Fiberglass fire dept. hose connection pedestals, Fire extinguishers and cabinets, LED lighted handrail, Pedestrian light poles and bollard lighting, Emergency Float Step Ladder. Relevant Seawall / Bulkhead: ADA compliant 10'width x 76'long aluminum gangway, ADA compliant 18" square concrete piles, pile cap, and concrete decking.

Relevant Building / Facility: Decorative stainless steel cable handrail, decorative IPE wood benches, Tucci Umbrellas, Floating Oyster bed incorporated into the floating dock system, Floating Mangrove beds incorporated into the floating docks.

Relevant Sitework / Utilities: Landside ADA ramp include concrete footings, Landscaping, Water main tap and connection.

Relevant Environmental / Permitting: Army Corp of Engineers, FDEP.

Relevant Sustainability: As noted in GreenSource Magazine, The Magazine of Sustainable Design, the project features "... the historic ecology of the Florida Shoreline and a contemporary view to sustainability... a living dock in which native mangroves, spartina grass, and oysters thrive."



PROJECT 3

Park Hotels & Resorts
Gignia by Hilton & Waldorf Astoria Bonnet Creek



Project #3:

Contract Date: 02.04.2019 - 02.06.2024

Contract Amount: \$ \$91,211,256

Project Name: Signia by Hilton & Waldorf Astoria Bonnet Creek

Project Location: 14100 Bonnet Creek Resort Ln., Orlando, FL 32821

General Scope of Work: See scope on following page.

Client Name and Address: Park Hotels and Resorts

1775 Tysons Blvd., 7th Floor

Tysons Corner, VA 22102

Client Contact Phone: Carl Mayfield, 571-302-5760

Client Contact Email: cmayfield@pkhotelsandresorts.com

Was the project completed on schedule? X Yes ___ No

Total Amount of Change Orders: \$ \$7,291,129

Reasons for Change Orders: _____

Change orders were primarily from Owner added scope and design changes for brand standards, unforeseen conditions in the field such as extended pile depths for the Hilton Ballroom, extended time on the project due to the pile issue, schedule acceleration and code interpretation changes due to the authority having jurisdiction.

Please attach photos of the finished project.

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RFQ – Construction Manager Adviser Flagler Fishing Pier



Park Hotels & Resorts

Gignia by Hilton & Waldorf Astoria Bonnet Creek

General Scope of Work: This project is distinctive because the ballroom is being built over a pond. A pre-mobilization plan was critical for the early work to get the deck level on the second floor finished which eliminated several safety hazards. Sheet piles, pipe piles, concrete pile caps, steel pile caps, steel erection, scaffold installation, fireproofing and exterior skin trade partners had to work over and around the water hazards on both sides of the project. The trades were creative in their approach to the work, including the use of crane mats to create floating walkways to access some of these areas.

The team also used a suspended scaffolding system over the water to install fireproofing, thermal insulation and MEP work under the building. The suspended scaffold deck on the underside of the structure was used to cantilever out and support the vertical scaffold to complete the exterior skin installation, both occurring over water. In addition, the team built two temporary timber bridges at the start of the project for logistics access to the golf course side of the site, two new fireman's walkway bridges for pedestrian egress and firefighter access at completion, a connector bridge connecting the new building to the existing building and a recently added enhancement bridge to access existing areas.



PROJECT 4

Schussler Creative / Creative Attractions, LLC
The Boat House Restaurant



Project #4:

Contract Date: 11.01.2013 - 03.20.2015

Contract Amount: \$16,799,190

Project Name: The Boat House Restaurant

Project Location: 1620 E. Buena Vista Drive Lake Buena Vista, FL 32830

General Scope of Work: See scope on following page.

Client Name and Address: Schussler Creative

858 Decatur Ave North

Golden Valley MN 55427

Client Contact Phone: Steve Schussler, 612-751-3600

Client Contact Email: steven@schusslercreative.com

Was the project completed on schedule? X Yes ___ No

Total Amount of Change Orders: \$ **\$100,000**

Reasons for Change Orders: _____

Scope changes were owner additions dealing with final theming and jurisdictional required modifications

Please attach photos of the finished project.

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END OF ATTACHMENT E

RFQ – Construction Manager Adviser Flagler Fishing Pier

Schussler Creative / Creative Attractions, LLC

The Boathouse Restaurant

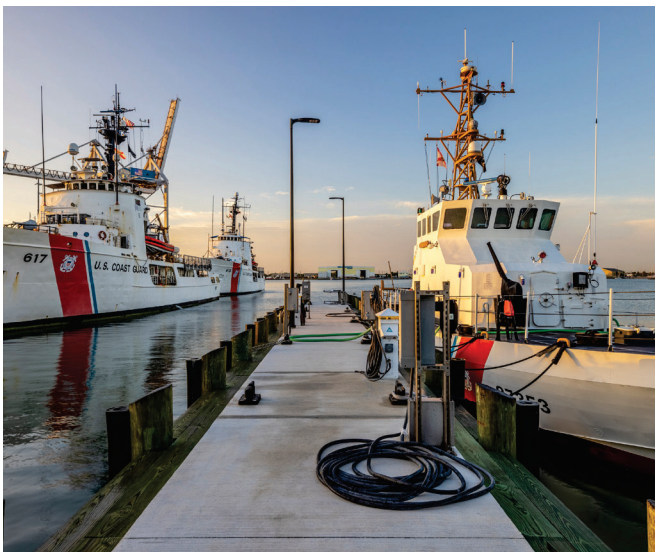
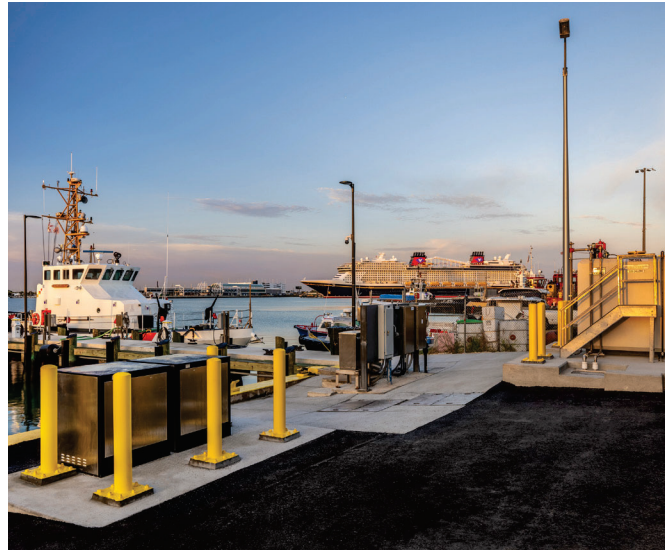
General Scope of Work: The Boathouse is an 18,000 SF, themed restaurant at Disney Springs that includes a 5,000 SF kitchen and 1,000 SF of retail space. The facility can seat over 400 people in six themed dining rooms, and an additional 200 exterior seats are located on the boardwalk and floating docks.

There are three bars, including a raw bar, a more intimate library bar, and an exterior dock bar overlooking marina. The Boathouse also features a \$2 million inventory of dream boats from the 30s, 40s and 50s on display, along with amphicar and Italian water taxi rides.



PROJECT 5

United States Coast Guard *Rebuild Station Port Canaveral & Waterfront*



United States Coast Guard
Rebuild Station Port Canaveral & Waterfront

Project #5:

Contract Date: 04.15.2021 - 03.13.2024

Contract Amount: \$ \$26,837,623

Project Name: Rebuild Station Port Canaveral and Waterfront

Project Location: 9235 Grouper Rd. Cape Canaveral, FL 32920

General Scope of Work: See scope on following page.

Client Name and Address: USCG - FDCC Norfolk
5505 Robin Hood Rd. Suite K
Norfolk, VA 2353

Client Contact Phone: LCDR Meghan Lynster, 757-641-4261

Client Contact Email: _____

Was the project completed on schedule? X Yes ____ No Per agreed upon owner change order dates.

Total Amount of Change Orders: \$ \$2,163,814

Reasons for Change Orders: _____

Unforeseen Conditions which resulted in schedule delays. Owner Added Scope of Work

Please attach photos of the finished project.

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END OF ATTACHMENT E

RFQ – Construction Manager Adviser Flagler Fishing Pier



United States Coast Guard
Rebuild Station Port Canaveral & Waterfront

General Scope of Work: This phased, design-build project rebuilt the U.S. Coast Guard Station Port Canaveral. A focal point of the project is the Mission Building, a 28,000 SF, two-story facility consisting of a command center, administration space, a kitchen, boat maintenance bays and sleeping quarters.

The scope also included a pier, phased site development throughout an active military base, a retail exchange building and the renovation of marine elements. The base was occupied during construction; safety and minimal disruptions were a main focus. The Mission Building is Green Building Initiative certified.





COST PROPOSAL

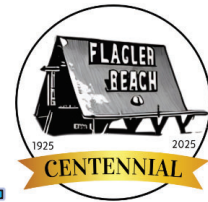




City of Flagler Beach

P.O. Box 70 • 105 South Second Street
Flagler Beach, Florida 32136
Phone (386) 517-2000

ENGINEERING DEPARTMENT



CMA Contract for the Pier Construction ADDENDUM NO. 1

1. Add this paragraph before Paragraph 5 in the RFQ:

BID FORM

The work write-up / bid form is a general outline of the work to be performed. The total price of this project shall include:

DATE: 1.15.2025

TOTAL FEE: \$ 1,866,244.00

IN WORDS: One Million Eight Hundred Sixty Six Thousand Two Hundred Forty Four Dollars

All work to be performed in a professional manner, in accordance with the Scope of Work as outlined in the Form Contract. The contractor shall be responsible for all of the services required from the date of Notice to Proceed until the Pier Construction project is officially closed out and 100% complete.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation.

CONTRACTOR'S SIGNATURE: B. Voyles

CONTRACTOR'S PRINTED NAME: Brent Voyles

CONTRACTOR'S BUSINESS ADDRESS: 10407 Centurion Pkwy N., Ste. 110
Jacksonville, FL 32256

CONTRACTOR'S PHONE NUMBER: brent.voyles@whiting-turner.com

CONTRACTOR'S EMAIL ADDRESS: brent.voyles@whiting-turner.com

Pricing Notes:

1 - Includes General Liability Insurance on our costs only. CMA Addendum needs to be included in the contractors' agreement. If not included, GLI will be charged on the entire project amount. Estimated add of \$156,837 on \$18,000,000 project. Reference pages 34-35 for Addendum.

2 - Includes full time staff onsite during construction duration of 18-months and reasonable general requirement assumptions. We are open to discussions to help firm up these assumptions and potentially reduce project costs for The City of Flagler Beach.



Receipt is acknowledged of the following addenda:

No. 1 Dated. **No date given for addendum online or on the form.**
No. _____ Dated **Whiting-Turner downloaded it on 1.08.25**
No. _____ Dated _____

Bidder agrees that the Owner has the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest responsive bid.

Respectfully submitted, By:

1.15.2025

(Date)

B. Ayles

(Signature)

Senior Vice President

(Title)



(SEAL – IF BIDDER IS A CORPORATION)



2. Replace paragraph 5 in the RFQ with the following:

5. RESPONSE, FORMAT, CONTENT, AND EVALUATION CRITERIA

Responses must include the following information in this sequence. Respondents are invited to include innovative methods and/or procedures, which they can provide to assist in ensuring successful completion of the project. Unique qualities and/or capabilities and cost efficiencies may be identified. For each of the specific areas listed below, your responses should include a description of responders' qualification to service as a CMA.

Written Requirements for Responses to Request for Qualifications	Possible Points For Each Section of Proposal
1. Cover Letter (limit to one page)	0 points
2. Complete the Forms as provided on Attachments A through D	5 points
3. <u>COMPANY PROFILE</u> . Describe your firm's history, size, resources, philosophy of service, typical volume of work, financial stability, and basic construction management techniques and methods. Describe how your particular expertise, experience and/or techniques can be an advantage to the District in completing the projects.	15 points
4. <u>PROJECT APPROACH</u> . Describe your approach to Providing CMA Services described in the Form Contract. a. Preconstruction Services, b. Construction Services as CM/A. Discuss how you would provide leadership to facilitate teamwork and communications among all parties involved in the project. c. Proposed Team: Identify personnel to whom construction management responsibilities will be assigned by names, titles, roles, qualifications, and experience.	30 points
5. <u>PAST PERFORMANCE</u> . Per Attachment E, list four (4) recent and relevant projects where your firm provided CMA services, demonstrating your firm's ability to serve as the City's representative for project construction oversight and performing all of the duties listed in the Form Contract. <u>Additional points will be awarded for direct experience constructing concrete and/or wood fishing piers.</u>	35 points
6. <u>COST PROPOSAL</u> . Provide a lump sum price to perform all of the services provided in the RFQ/Form Contract	15 points maximum as calculated: $\frac{\text{Lowest Bid}}{\text{Bidder's Bid}} \times 15 = \text{Score}$
TOTAL POSSIBLE SCORE	100 POINTS

RFQ – Construction Manager Adviser Flagler Fishing Pier



Disclaimer: It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in bid documents

END OF ADDENDUM 1

RFQ – Construction Manager Adviser Flagler Fishing Pier

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