



Commercial Real Estate Services, Worldwide.

1601 Forum Place Suite 200  
West Palm Beach FL 33401  
tel 561 471 8000  
fax 561 640 7855  
www.mhcreal.com

February 15, 2013

**Notice to Bidders**  
**Bank of America Building**  
**Suite 625 selected demo**

Bids are due by 2 PM on Tuesday February 26, 2013 at the offices of Merin Hunter Codman, Inc. located in the Centurion Tower Building, suite # 200, 1601 Forum Place, West Palm Beach, Florida 33401 or can be sent by facsimile to 561-640-7855

Contract Agreement Form - AIA Document A101 2007 Standard Form of Agreement between Owner & Contractor where the basis of payment is a Stipulated Sum.

- There will be no substitutions of materials without the expressed written consent of the Building Owner.
- Contractor to include cost of permit which shall include the cost to expedite/fast track the permit in the lump sum proposal, bids without comprehensive permit fees will be rejected. NO PERMIT ALLOWANCES.
- Change order mark-up not to exceed 8% in total.
- Contractor shall be responsible to provide a schedule of completion within one week of being awarded the contract; contractor shall prepare and submit to MHC.
- Contractor to provide separate pricing for any add alternates indicated on plans, include for each item in the alternate the prorated cost for permit, GC OH&P and General Conditions.
- Bid to include break down of pricing per trade category, GCOH&P and line item for permit, bids without specific break downs maybe rejected.

The following documents (over and above other customary requirements and those prescribed by law) will be required at the completion of the work and prior to final payment.(see plans for additional requirements):

- a) (2) Copies of all Final inspections including Certificate of Occupancy
- b) (2) Complete sets of "as-built" with (2) CDs with "as-built" plans in PDF form
- c) (2) Vendor lists
- d) (2) Original copies of the Notice of Commencement
- e) (2) Complete sets of "permitted drawings" include approved fire sprinkler drawings.
- f) (2) Copies of each warranties /guarantees. Including that of the Contractors.
- g) (2) Copies of "punch list" signed off by tenant
- h) (2) Copies of each O & M manuals for equipment
- i) (2) Copies of Air Condition test and balance reports
- j) Contractors General Liability Insurance
- k) (2) Original copies of Contractor Final Affidavit & including originals of all final releases of lien upon final payment
- l) (2) Original copies in recordable form and ready to be recorded of the Notice to Terminate the Notice of Commencement.

The above is to be provided in two separate loose leaf binder with request for final payment.

#### Additional Requirements

Any work that must be done in common areas or other tenant spaces must be performed after hours or on weekends, in addition any work that may adversely affect or annoy other tenants will be performed after hours or on weekends and with prior written approval of building management. This includes painting and other noxious odor producing work.

Management will require minimum of 48 hours to notice tenants. Contractors will also be responsible for overtime costs that become necessary as a result of the above work that may be incurred by tenant or building maintenance personnel.

All demolition or other "noisy/odorous work" is to be performed after hours or on weekends

Contractor will be responsible to provide temporary toilet facilities for the work force.

#### Attic stock

Contractors shall provide (where applicable) the following:

- (1) Box of each type of acoustical ceiling tile
- (1) Full unused gallon of each paint colors for touch up
- (1) Single roll of each type of wall covering
- (1) Touch up crayons needed to match wood stain finishes
- (1) Box of each type of floor and wall tile

In addition Contractor shall provide for in accordance with the following:

#### Warrantees

Each of the Warrantees shall state that the contractor or subcontractor shall be responsible for the replacement or repair, without service charge, of all work performed in accordance with this contract that shall become defective within one (1) year after Certificate of Occupancy (see plans for additional information).

#### Completion/Punch-List

The premises shall not be considered substantially complete until the improvements have been finished in accordance with the plans and specifications for the project and a Certificate of Occupancy has been issued subject only to minor punch list items that do not interfere with the tenant's use and occupancy of the premises. Contractor shall notify MHC in writing once the work is complete (see plans for additional information). Punch list to be prepared by

Contractor.

#### Tenants work

Contractor shall coordinate with User and User's agents access to the premises at least (30) days prior to substantial completion for the purpose of installing equipment or fixtures (including Users data and telephone equipment and related cabling) in the Premises, and for other activities related to User's preparation for occupying the space, so long as User or User's agents do not unreasonably interfere with the work to be performed by the Contractor in obtaining a Certificate of Occupancy.

**The Owner will designate one of the bidders to submit the plans for permit. The designated contractor will be reimbursed for reasonable expenses incurred and agree to provide a "Change of Contractor" form when requested by the Owner if not awarded the contract.**

**This Notice to Bidders, Building Rules and Regulations and the insurance requirements shall become an exhibit to the Contract of the successful Bidder.**

Please direct all questions concerning bid procedures to Mike Everett at (561) 471-8000 (o) or questions concerning the improvements to Allen Birse of Birse Design Inc (561) 249-4001.

Questions concerning the building and or access to the building should be directed to the property manager Carey Kingree or her assistant Gina Pfeifer at (561) 471-8000

**NAI/MERIN HUNTER CODMAN, INC.**

1601 Forum Place, Suite 200  
West Palm Beach, Florida 33401  
Telephone: 561-471-8000  
Fax: 561-640-7855

**INSURANCE INFORMATION**

Property: MERIN HUNTER CODMAN, INC., AS AGENT FOR I&G DIRECT REAL ESTATE 14, LP NEIL E. MERIN, AS RECEIVER / BANK OF AMERICA

Property Address: 625 N. Flagler Drive, West Palm Beach, FL 33401

**Additional Named Insured:** Merin Hunter Codman, Inc., as agent for I&G Direct Real Estate 14, LP Neil E. Merin, as Receiver AND C/O NAI/Merin Hunter Codman, Inc., 1601 Forum Place, Suite 200, West Palm Beach, Florida 33401.

**Certificate Holder Section:** Merin Hunter Codman, Inc., as agent for I&G Direct Real Estate 14, LP Neil E. Merin, as Receiver AND C/O NAI/Merin Hunter Codman, Inc., 1601 Forum Place, Suite 200, West Palm Beach, Florida 33401.

**Location:** The certificate must indicate in the "Description" area that the insurance covers the subject name, with the appropriate address of the property. Please ensure that the appropriate suite number is indicated also, if applicable.

**Required Coverage:**

**I. All Contractors and Third Party Services**

Every contractor and all parties furnishing services to Our Company or any of its subsidiary companies must provide Our Company with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in this contract:

**A. Worker's Compensation and Employer's Liability Insurance**

1. Bodily injury by accident \$1,000,000
2. Bodily injury by disease \$1,000,000

**B. Comprehensive General Liability**

1. Each Occurrence \$1,000,000
2. Personal and Adv Injury \$1,000,000
3. General Aggregate \$2,000,000
4. Comp Aggregate \$2,000,000

C. Comprehensive Automobile Liability

1. Combined Single Limit Bodily Injury and Property Damage  
\$1,000,000

II. Umbrella Liability

Such insurance shall provide coverage with limits of not less than \$2,000,000 per occurrence/\$2,000,000 aggregate, in excess of the underlying coverage's listed in A, B, and C above.

**Additional Requirements**

1. Contractor shall require the same minimum insurance requirements, as listed above, of all their subcontractors, and these subcontractors shall also comply with the additional requirements listed below.
2. All insurance coverage's required as herein set forth, shall be at the sole cost and expense of contractor, subcontractor, or those providing third party services, and deductibles shall be assumed by, for the account of, and their sole risk.
3. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation against Our Company, its agents, servants, invitees, employees, co-lessees, co-ventures, affiliated companies, contractors, subcontractors, and their insurers.
4. A Certificate of Insurance evidencing the above must be presented to our company prior to work commencing. The certificates will show our company to receive thirty (60) days notice prior to cancellation or adverse material change.

**For your convenience, an example of how the certificate should be made out is attached.**

Please note that we must have the Certificate of Insurance prior to work commencing on the premises. You may send a copy of the certificate by faxed to 561-640-7855 or email to [gpfeifer@mhcreal.com](mailto:gpfeifer@mhcreal.com). Please contact Carey Kingree or Gina Pfeifer if you have any questions. Thank you for your cooperation.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Name of Insurance broker	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Vendor Name	EMAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: List of insurance carriers	NAC #
	INSURER B:	
	INSURER C:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ACORD	EDSR	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> contractual liability						VED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LMB						EACH OCCURRENCE \$ 10,000,000
	EXCESS LMB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	CED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is additional insured as respect to services provided by the named insured

(List policy cancellation provision)

Notice is to be given to the certificate holder in the event the policy is cancelled and/or non-renewed

## CERTIFICATE HOLDER

Legal Entity (Landlord)  
Property Manager  
Location Address

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# **BANK OF AMERICA CENTRE CONTRACTOR & VENDOR RULES AND REGULATIONS**

The following rules must be adhered to while doing business in Bank of America Centre.

## **REQUIREMENTS FOR CONSTRUCTION PROJECTS**

1. All construction work in the building that affects the mechanical, electrical or structural integrity of the building must be approved in writing by the management office.
2. All contractors must submit a current insurance certificate, before any work is performed.
3. All contractors must submit a letter giving the company's Federal I.D. number (or social security number of the owner in the event there is no Federal I.D. number), the name of the company representatives and their home phone numbers (in the event of an after hours emergency).
4. All contractors must abide by all city, county and federal building codes.
5. All contractors and sub-contractors are *required* to submit Material Safety Data Sheets (MSDS) before any materials will be allowed into the building(s) - **no exceptions**.
6. All contractors and sub-contractors are *required* to submit written Lock-Out/Tag-Out procedures before any work can begin. Anytime an electrical panel is removed for more than a period of three (3) hours or more than one (1) contractor is working in an area, a sign must be posted warning of any potential hazards (i.e. electrocution, etc.).
7. All contractors and vendor employees, while transporting tools and materials will be required to use the freight elevator.
8. All on-site inspections will be made both before and after jobs by the contractor's representative and a Building Management representative of the common areas to document contractor damage to these areas.
9. All Contractor employees while in Bank of America Centre will refrain from:
  - a. Profanity
  - b. Any loud talking or noise making which will interrupt Bank of America Centre tenants.
  - c. Loitering in common areas
  - d. Entering tenant suites or unauthorized areas without prior approval of the Bank of America Centre Management Office.
  - e. Playing of radios.
  - f. Use of chewing tobacco or cigarettes anywhere inside the building. Must use designated smoking areas outside the building.
10. All contractors and vendor employees should see the Building Engineer for parking.
11. All contractors will submit to the management office a list of subcontractors before performing any work in the building.
12. All contractors and sub-contractor employees must check in each day at the Security Desk.
13. All contractor employees must be properly clothed, including a shirt with sleeves.
14. No construction debris will be allowed in the dumpster. If contractor fails to comply, Contractor will be held responsible for the cost of removing any debris.
15. Any contractor needing to station an open top dumpster or dump truck in the loading area must receive permission from the management office.
16. Any work performed after hours in the building must be done only after notifying the management office and/or Building Engineer in writing.
17. Access to electrical rooms, roof and any other unauthorized area must be approved on an individual basis by the management office and/or Building Engineer.
18. Any debris accumulation in work areas as a result of construction work, will be removed by contractor. Otherwise, back charges will be predicated on \$50.00 per man hour for cleaning services.
19. All work will be performed complying with local, state and federal safety standards.
20. As-built drawings will be provided by contractor to the building office at the completion of construction.

21. Existing Materials/Improvements - Existing partitions, lights, electrical receptacles, doors, hardware, millwork, etc. are the property of **Bank of America Centre** and are not to be removed by the tenant or contractor. The return of unused materials is to be coordinated with Building Management and/or Building Engineer. The ceiling T's are not to be cut without authorization from Building Management and/or Building Engineer. All tenant telephone equipment shall be located within the tenants space. Electrical rooms will not be available.
22. Permits - Contractor to obtain all necessary permits and be responsible for any and all inspections.
23. Structural Modifications - All floor penetrations or modifications to the existing floor slab and/or structural steel must be approved by Building Management and/or Building Engineer. Example: plumbing lines, electrical conduit, floor cores, etc. X-raying of slabs required at all floor cuts or core drills.
24. Asbestos - Materials containing asbestos are not permitted at **Bank of America Centre**. At the request of the building management, contractors shall provide a certificate to the owner stating that no products or construction materials used by contractor contain asbestos. Contractors shall provide manufacturer's Data Sheets on materials used at the request of building management.
25. Clean-up - The contractor is responsible for cleaning the premises, including the surrounding area adjacent to the construction. This is to include the vacuuming of carpets, sweeping of the floors, cleaning of the windows (interior surfaces), cleaning light fixtures and dusting as required. Contractor to provide cleaning materials including vacuum cleaner. This will be done at the end of each day. Otherwise, back charges will be predicated on \$50.00 per man hour for cleaning services.
26. All noise and odor generating work (i.e.- demolition, coring, hammer drilling, tacking of carpet pad, shooting track into deck and oil based painting) shall be performed after normal business hours.
27. If access is required to adjacent tenant spaces to perform work, the general contractor is to schedule work one week in advance with the Senior Property Manager and/or Building Engineer.
28. The general contractor is responsible to schedule and coordinate the tenant's low voltage work with their ceiling cover-up inspection requirement.
29. Test & Balancing of the project shall commence as soon as the ceiling is covered and tenant occupies the space.
30. The management office and/or Building Engineer must be notified prior to any work being done to the Security Systems, Fire Systems or any other life safety system. Building Management has right to choose it's own contractor for work at tenant's cost.
31. It is the contractor's responsibility to notify all of his subcontractors and any subcontract personnel of the Rules and Regulations and monitor their adherence to such.
32. Upon completion, the contractor shall provide the Landlord with a copy of the Occupancy Permit, if applicable.

#### **REQUIREMENTS FOR ENDING CONSTRUCTION**

- Electrical panels are to be inspected by the general contractor and chief building engineer to verify they are properly labeled.
- The punch-out of every project is to occur three (3) days after tenant walk-thru date of the project. The general contractor is to schedule the day and time of the punch-out with the Construction Department and Building Engineer. The general contractor will have 10 business days to complete punchlist.
- General contractor is required to clean any vacant area that was used to stage out of during the course of construction.
- When electrical meters are installed, general contractor shall provide the Senior Property Manager with the meter number and a list of the items that it is metering.

## **REQUIREMENTS FOR CLOSE-OUT OF CONSTRUCTION PROJECTS**

**Before the application for final payment will be processed,** the following close-out package must be submitted in its entirety:

- Certificate of Occupancy
- Test & Balance Report
- Signed-off punchlist by tenant
- Lien waivers from general contractors, subcontractors, and material suppliers
- Contractors Final Affidavit
- Certificate of Insurance
- Building Permit
- Fire alarm test letter
- As-built drawings (architectural and MEP drawings)
- Contact list of all contractors



## ACKNOWLEDGMENT OF CONTRACTOR/VENDOR INFORMATION

The rules and guidelines of the *Contractor/Vendor Information* will be strictly enforced by NAI/Merin Hunter Codman, Inc.. Your failure to comply with and all of these rules and guidelines will make you subject to being removed as an approved contractor/vendor for the building and the job will be suspended until such time that these requirements are met.

With your help in following these rules, we can expect a safe and successful project with as few problems as possible. Please sign and return this page along with the other information requested. You will not be allowed to begin work in Bank of America Centre until all information has been received and approved by the Property Management.

I have read the contractor rules and regulations for performing work in Bank of America Centre and I agree to abide by these rules.

Contractor: \_\_\_\_\_  
Site Manager: \_\_\_\_\_  
By: \_\_\_\_\_  
Work Telephone #: \_\_\_\_\_  
Home Telephone #: \_\_\_\_\_  
Building: \_\_\_\_\_  
Job Permit #: \_\_\_\_\_