CLARIFICATIONS AND ASSUMPTIONS

1. All work to occur during normal working hours (6:00 AM – 2:30 PM)
2. Our proposal & alternates are valid for 30 days unless otherwise noted. NEC reserves the right to reevaluate costs based on material increased if an award is made after this date.
3. This proposal is based on merit shop labor rates. If ownership would like Union or Prevailing wage to be included, NEC will provide updated pricing to reflex this request.
4. Owner will not hold retainage on General Conditions, General Requirements, Materials purchased directly by NEC, Insurance, Bonds or Tax.
5. Our schedule and project duration is based on anticipated lead times. Lead times are subject to change.
6. Retainage to be released on early compete packages whereas the subcontractor is complete with 100% of their scope of work prior to 50% of the project completion. IE: Concrete, Steel, Rough Carpentry.
7. Due to the volatility of the markets and magnitude of price increases we are receiving from our vendors, we will be forced to implement price increases as they occur. Prices for commodity items, such as lumber, copper, aluminum and steel will be adjusted at the time of delivery. Please be advised that construction materials, like other commodities are subject to availability and any/all price fluctuations. Extensive and unexpected lead times may affect schedule and production.
8. Owner and Contractor will enter into a mutually agreeable standard AIA contract.
9. All miscellaneous debris in the space to be removed by owner.
10. Adequate staging and laydown areas will be provided to the contractor for use during construction.
11. No Geotech report was provided. We assume all on site soils are suitable for reuse on site as required.
12. All existing equipment and/or devices to remain and/or to be relocated are assumed to be in good working order. Repair or replacement of said equipment or devices is not included.
13. Subcontractors working directly for the owner shall comply with the project schedule, safety protocols and provide proof of insurance to the standard of NEC.
14. Demolition assumes removal of only one layer of flooring & gypsum wallboard.
15. All products identified on bid documents without specifications are carried as manufacturer's standard product line.
16. Fire alarm monitoring to be provided and maintained by the owner.
17. We have included providing dumpsters for Burlington fixturing contractor
18. Sprinkler work incudes the following:
    1. Modifying heads as needed to accommodate new ceiling heights and room layouts only. Sprinkler heads are not being touching the sales room except where new rooms are being built/modified.
19. We included jetting the sanitary lines

ALTERNATES (Not included in Bid)

1. $2,700/day – GPR slab scanning

EXCLUSIONS

1. Dry sprinkler heads in the exterior canopy
2. Concealed sprinkler heads
3. Replacement of existing sprinkler coverage to meet high hazard coverage
4. Moisture mitigation
5. FM Global requirements.
6. Full scale mock-ups.
7. Liquidated and consequential damages.
8. LEED administration.
9. Municipal / utility company connection fees or backcharges.
10. Power, water, and heating/cooling consumption charges.
11. Unforeseen conditions. Including but not limited to structural deficiencies, MEP modifications for code compliance, fire separation.
12. Security, police details and fire watch.
13. Misc. building charges or fees including elevator operation costs, building system shutdowns, drain downs, badge fees, and off-hours building personnel coverage.
14. All testing including load, infrared, integrated and non-destructive as well as independent validation start-up.
15. Third party commissioning
16. Seismic restraints on existing conditions.
17. Keying of existing or new door hardware.
18. Furniture, FF&E or relocation costs.
19. Payment and Performance Bond, Builders Risk Insurance & Sub Bonding including fees, deductibles, and premiums.
20. Owner to provide all permanent utility services required.
21. Coordination of 3rd party utilities.
22. Third party testing.
23. Arc Fault Study.
24. Fuel Surcharges
25. Phasing or phased turnovers of spaces.
26. Offsite parking.
27. Building survey and control points
28. Testing & removal of asbestos or hazardous/contaminated materials. Testing to be conducted prior to mobilization by owner.
29. Mold remediation
30. BDA/First Responders System.
31. Post construction fire protection pressure testing.
32. General Conditions and General Requirements on added scope & change orders resulting in a schedule or logistic change to the overall project.
33. Building Department Permit Fees & Fire Department Permit Fees.
34. ADA code consultant, ADA code review.
35. NFPA 241 Plan provided by a separate vendor. Added requirements due to AHJ review of NFPA 241 plan resulting in modifications or added scope.
36. Weather Conditions (temperature, wind & precipitation).
37. Weather days are not included in our project duration / schedule.
38. Cost of work, Liquidated Damaged or Schedule impacts due to AHJ, Fire Marshall or Building Inspector requirements not shown on drawings.

Thank you for providing New England Construction Company the opportunity to provide a proposal for this interesting project. We appreciate your confidence in New England Construction Company.

Very truly yours,

NEW ENGLAND CONSTRUCTION COMPANY, INC