

BID CLARIFICATIONS

**Union Theater Phase 1 Renovations
1 Dunham Street, Attleboro MA 02703**

04/28/2026

BID DOCUMENTS

1. Issued for Permitting Set – Dated 05/05/25
2. HVAC RTU Submittal Data – Dated 10/21/2025
3. Addendum 01 – Dated April 17, 2026
4. Asbestos Survey Sampling Report – Dated October 2024
5. Analysis Report – Dated 10/16/2024

ALLOWANCES

1. \$218,000 – Fire Protection Allowance
2. \$137,175 – Electrical Allowance
3. \$20,000 – Fire Alarm Allowance

ALTERNATES

All alternates as presented in our proposal will need to be accepted or declined at the time of the award of the project.

1. \$167,053 – Abatement Alternate 1 – Full Roof Abatement
2. \$2,450 – Demo Alternate 1 – Remove and Demolish Existing Wood Floor at Stage
3. \$13,142 – Demo Alternate 2 – Remove and Demolish Existing Drapery at Walls
4. \$18,376 – Demo Alternate 3 – Remove and Demolish Existing HVAC Equipment in Upper Changing Rooms
5. \$16,594 – HVAC Alternate 1 – Furnish and Install New Insulation at Existing HVAC Ductwork
6. \$2,784 – HVAC Alternate 2 – Evacuate Refrigerant at Existing HVAC Equipment
7. **\$(-22,518)** – HVAC Alternate 3 – Deduct – Trane RTUs in lieu of Johnson Control RTUs (8-10 Week lead time)
8. \$6,125 – Plumbing Alternate 1 – Replace Existing Flush Valves in Restroom 105
9. \$1,671 – Plumbing Alternate 2 – Replace Existing Lav Faucets and P-Traps in Restroom 105
10. \$8,353 – Plumbing Alternate 3 – Replace Roof Drains
11. \$15,202 – Arch Alternate 1 – Remove and Replace existing Lobby Carpet (\$25/sy material allowance)
12. \$10,289 – Arch Alternate 2 – Paint Existing Plaster Walls @ Theater
13. \$1,225 – Arch Alternate 3 – Paint Existing Plaster Ceilings @ Theater
14. \$1,169 – Arch Alternate 4 – Paint Stage Floor Black
15. \$1,037 – Arch Alternate 5 – Paint Concrete Floor
16. \$22,274 – Arch Alternate 6 – Repair Stage Floor and Furnish and Install new Plywood Floor @ Stage
17. \$278,422 – Arch Alternate 7 – Complete Roof Replacement

CLARIFICATIONS AND EXCLUSIONS

General:

1. All work will be performed during regular working hours unless otherwise stated.
2. Construction Schedule Duration includes a 26-week / 6-month duration. Anticipated lead times have been factored into the schedule and project duration determination. Lead times are subject to change.
3. Our proposal & alternates are valid for 30 days unless otherwise noted. NEC reserves the right to reevaluate costs based on material increases if an award is made after this date.
4. Owner and Contractor will enter into a mutually agreeable standard AIA contract.
5. This proposal is based on merit shop labor rates.
6. Subcontractors working directly for the owner shall comply with the project schedule, safety protocols and provide proof of insurance to the standard of NEC.
7. Owner will not hold retainage on General Conditions, General Requirements, Materials purchased directly

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- by NEC, Insurance, Bonds or Tax.
8. Retainage to be released on early complete packages where the subcontractor is complete with 100% of their scope of work prior to 50% of the project completion. IE: Demolition, Steel, Rough Carpentry.
 9. 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.
 10. Pricing does not reflect any possible cost increases due to potential tariffs.
 11. All existing equipment and/or devices to remain and/or to be relocated are assumed to be in good working order. Repair, Maintenance or Replacement of said equipment or devices is not included.
 12. Adequate staging and laydown areas will be provided to the contractor for use during construction.
 13. Liquidated and consequential damages are not included.
 14. Cost of work or Schedule impacts due to AHJ, Fire Marshall or Building Inspector requirements not shown on drawings are not included.
 15. Full scale mock-ups are not included.
 16. LEED administration is not included.
 17. ADA code consultant, ADA code review is not included.
 18. Municipal / utility company connection fees or back charges are not included.
 19. Coordination of 3rd party utilities is not included.
 20. Owner to provide all permanent utility services required.
 21. Seismic restraints on existing conditions are not included.
 22. Unforeseen conditions including but not limited to structural deficiencies, MEP modifications for code compliance, and fire separation are not included.
 23. Third party commissioning is not included.
 24. Offsite parking is not included.
 25. The cost for any expediting of material or equipment deliveries is not included.
 26. Dumpsters for owner vendor supplied and installed material are not included.
 27. Offloading or loading of owner supplied and owner vendor materials is not included.
 28. General Conditions and General Requirements on added scope & change orders resulting in a schedule or logistic change to the overall project are not included.
 29. Building survey and control points are not included.
 30. Builder's Risk Insurance is not included but is a requirement of this project. We can coordinate pricing with the Owner prior to construction.
 31. Payment and Performance Bond and Sub Bonding including fees, deductibles, and premiums are not included.
 32. NFPA 241 Plan provided by a separate vendor. Added requirements due to AHJ review of NFPA 241 plan resulting in modifications or added scope are not included.
 33. Misc. building charges or fees including building system shutdowns, drain downs, badge fees, and off-hours building personnel coverage are not included.
 34. Security, police details and fire watch are not included.
 35. Building Department Permit Fees & Fire Department Permit Fees are not included.
 36. Third party testing is not included.
 37. During the construction period, all areas under NEC control shall be restricted to NEC personnel, NEC subcontractors, authorized inspectors, and other individuals specifically approved by NEC. Public access,

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volunteer access, owner access, or access by any other unauthorized persons shall not be permitted in the work area without prior NEC approval.

38. No work by non-NEC personnel shall be performed within the project site or in areas under NEC control during construction unless it has been specifically authorized, coordinated, and scheduled through NEC. This includes volunteer work, small side projects, maintenance activities, or any other work by the owner, nonprofit staff, members of the public, or third parties.
39. NEC will maintain control of the construction site for the duration of the project, and any access to the building or work area by non-project personnel must be reviewed and approved in advance to avoid conflicts with construction activities, site hazards, and life safety concerns.

Division 02:

Demo & Abatement:

1. Demolition assumes removal of the Walls and portion of the existing hard ceiling in preparation of the new scope of work in the (2) Bathrooms and Janitor's Closet.
2. The removal and disposal of the existing hard ceilings in the Lobby area are included in this proposal.
3. All loose furniture and / or items the owner wishes to salvage will be removed from the space prior to the start of the project by the Owner.
4. All miscellaneous debris in the space to be removed by the Owner.
5. Pricing for Removal of asbestos or hazardous/contaminated materials as outlined in the provided report in the Basement, First Floor, Stage/ Theater, Second Floor and Skylight is included. Alternate pricing for Full Roof Abatement is provided in the above Alternates Section. Testing Samples did not appear to include the existing Theater ceiling. We are proposing this is existing to remain.
6. Moisture mitigation & mold remediation is not included.

Sitework:

1. No Sitework is included in this proposal. It is assumed that all utilities are present in the building and all required tie ins can be conducted within the footprint of the existing building.

Division 04:

Masonry:

1. Repair of the Existing masonry is only at the areas where the new openings are being created.

Division 05:

Structural Steel:

1. Firewatch is not included as there is no field welding included.

Division 07:

Roofing:

1. FM Global requirements are not included.

Division 08:

Doors, Frames and Hardware:

1. Keying of existing and/or new door hardware is not included.

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Storefronts:

1. Electric Push Buttons, Electric Strikes, Hardware replacements or any additional Hardware at Existing Storefronts are not included.
2. Repair of Existing Storefronts is not included.

Division 09:

Finishes:

1. Pricing for the replacement of the existing Lobby carpet is not included.
2. Painting of the new ceiling in the Janitor's Closet reflects 53 sf (approximately aligned with the end of the existing stairwell wall).
3. Pricing for the floor tile reflects running the tile to the edge of the step at Jan 107A with a Metal edge in lieu of the rubber tread.
4. No Plaster/ Drywall Repair or Painting scope aside from the Door/ Door frames in Office 101 is included.
5. The Existing Theater and Balcony ceiling is to remain.
6. Proposed Painting scope of work includes:
 - a. Painting walls and door/ frame of new Restrooms.
 - b. Painting walls, door/ frame of new Janitor's Closet.
 - c. Painting of the new ceiling in the Janitor's Closet reflects 53 sf (approximately aligned with the end of the existing stairwell wall).

Division 10:

Specialties:

1. Furnish and Install of Rope and Stanchion at the Base of the Stairs is by Owner and Not Included in this proposal.

Division 11:

Equipment:

1. FF&E including but not limited to appliances, furniture, furniture partitions, equipment, raised/access flooring, and relocation costs are not included.

Division 15:

Fire Protection:

1. Post construction fire protection pressure testing is not included.
2. It is our opinion that the existing Fire Protection sprinkler system would not have been able to sustain any direct modifications. As a result, pricing for a new system is included in this proposal.
3. The proposed Fire Protection Scope includes:
 - a. Furnish and Install new wet type and dry type sprinkler system.
 - b. Cap and Make Safe for Demolition of Existing Systems.
 - c. Backflow preventer, riser check valve, dry pipe valve, and fire department connection.
 - d. Zone Control valves to feed: Main Theater & First Floor, Balcony and Basement.
 - e. Dry Pipe System to protect Attic Space (above Theater).
 - f. Upright Sprinklers in Areas without finished ceilings.
 - g. Concealed pendant sprinklers in areas with finished ceilings.
 - h. Horizontal sidewall sprinklers where applicable.
 - i. Necessary pipe, fittings and hangers per NFPA 13 Guidelines. Pipe to be black steel Schedule #40

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and Schedule #10 including Dry system.

- j. Operational Testing and Certification upon completion.
4. It is our understanding that sufficient heat will be kept in all areas to keep pipe from freezing
5. It is our understanding that the existing water supply is sufficient.

Plumbing:

1. Pricing assumes new rough plumbing for new restroom fixtures and janitors sink will tie into existing sanitary waste, sanitary vent, and domestic water piping at Restroom 105.
2. Pricing assumes that existing sanitary waste, sanitary vent and domestic water in Restroom 105 is capable of handling increased fixture load.
3. It is our recommendation that the existing Roof drains be replaced.
4. An Electric Water Heater sized to accommodate the scope of Phase 1 and the future Phase 2 scope has been priced in lieu of a Gas-fired Water Heater. A Gas-fired Water Heater would require a chase for venting, which isn't recommended for this space/ layout configuration.
5. It is our understanding that the building has an existing gas service large enough to accommodate the new service needs.

HVAC:

1. Duct cleaning or equipment cleaning of existing systems is not included.
2. The RTU pricing reflects the approved units provided by Johnson Controls: (1) 40 ton and (1) 50 ton.
3. The current lead time for the proposed HVAC Roof Top Units are 16-18 Weeks.

Division 16:

Fire Alarm:

1. Fire alarm assumes the existing panel has capacity to complete the design intent and existing/new devices will sync. Additional boosters and batteries are not included. Fire alarm monitoring to be provided and maintained by the owner.
2. BDA/First Responders System is not included.

Electrical:

1. New Service is provided by Owner.
2. The Proposed Electrical Scope includes:
 - a. Power and wiring for New Bathrooms, Janitor's Closet and Roof Top Units.
 - b. Lighting for new Bathrooms and Janitor's Closet.

Low Voltage:

1. Security Devices/Equipment, Wiring and Service are not included.
2. Access Control Devices/Equipment, Wiring and Service are not included.
3. Tele/Data Devices/Equipment, Wiring and Service are not included.
4. Audio & Visual Devices/Equipment, Wiring and Service are not included.