

BID CLARIFICATIONS

Southwind Plaza Demising Project 65 Independence Drive, Hyannis, MA 02601

04/02/2025

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 reflect 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 complete 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 loose furniture and / or items the owner wishes to salvage will be removed from the space prior to the start of the project by owner.
10. All miscellaneous debris in the space to be removed by owner.
11. Adequate staging and laydown areas will be provided to the contractor for use during construction.
12. No Geotech report was provided. We assume all on site soils are suitable for reuse on site as required.
13. 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.
14. Subcontractors working directly for the owner shall comply with the project schedule, safety protocols and provide proof of insurance to the standard of NEC.
15. Demolition assumes removal of only one layer of flooring & gypsum wallboard.
16. Fire alarm assumes existing panel has capacity to complete the design intent and existing/new devices will sync. Additional boosters and battery are not included. Fire alarm monitoring to be provided and maintained by the owner.
17. Asphalt paving prices may increase or decrease, thus the prices quoted are based on the current fob refinery price of liquid asphalt established by the DOT. Such prices are not guaranteed by the major oil companies and therefore are subject to adjustment during the term of this contract.

BID DOCUMENTS

1. Southwind Demising Budget DWGs_03-10-25
2. Existing Survey ID Plans
3. Tenant Plans – 2014-12-2 (Allevato)

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EXCLUSIONS

1. Leaching Field Basins – re-use existing equipment
2. Oil/Water Separator – the existing loading dock trench drain does not go through an oil/water separator therefore we will not be providing a new one for the new trench drains
3. Underpinning – we assume the existing building foundations are deep enough to accommodate the new loading dock design for sloped ramps
4. Roofing – both new and patch & repair of existing
5. Gutters & Downspouts – existing downspouts on back of building to remain and new loading docks & doors to be coordinated with those existing locations
6. Roof Hatch – abandon existing roof hatch in place
7. Storefronts – both new and modification of existing
8. Solar Energy Systems – existing solar panels and associated equipment to remain untouched
9. RTU Controls – Landlord contracting temp. controls directly
10. FM Global requirements.
11. Floor prep & mastic removal.
12. Full scale mock-ups.
13. Liquidated and consequential damages.
14. LEED administration.
15. Municipal / utility company connection fees or back charges.
16. Power, water, and heating/cooling consumption charges.
17. Unforeseen conditions. Including but not limited to structural deficiencies, MEP modifications for code compliance, fire separation.
18. Security, police details and fire watch.
19. Misc. building charges or fees including elevator operation costs, building system shutdowns, drain downs, badge fees, and off-hours building personnel coverage.
20. All testing including load, infrared, integrated and non-destructive as well as independent validation start-up.
21. Duct cleaning or equipment cleaning of existing systems.
22. Third party commissioning
23. Seismic restraints on existing conditions.
24. Keying of existing or new door hardware.
25. Payment and Performance Bond, Builders Risk Insurance & Sub Bonding including fees, deductibles, and premiums.
26. Owner to provide all permanent utility services required.
27. Coordination of 3rd party utilities.
28. Third party testing.
29. Arc Fault Study.
30. Import of Structural Fill.
31. Fuel Surcharges.
32. Phasing or phased turnovers of spaces.
33. Offsite parking.

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EXCLUSIONS CONTINUED

34. Building survey and control points
35. Testing & removal of asbestos or hazardous/contaminated materials. Testing to be conducted prior to mobilization by owner.
36. Moisture mitigation & mold remediation.
37. Over excavation and unsuitable material removal & Rock/ledge/boulder removal over 1 CY.
38. BDA/First Responders System.
39. Post construction fire protection pressure testing.
40. General Conditions and General Requirements on added scope & change orders resulting in a schedule or logistic change to the overall project.
41. Building Department Permit Fees & Fire Department Permit Fees.
42. ADA code consultant, ADA code review.
43. NFPA 241 Plan provided by a separate vendor. Added requirements due to AHJ review of NFPA 241 plan resulting in modifications or added scope.
44. Weather Conditions (temperature, wind & precipitation).
45. Weather days are not included in our project duration / schedule.
46. Cost of work, Liquidated Damaged or Schedule impacts due to AHJ, Fire Marshall or Building Inspector requirements not shown on drawings.
47. Security Devices/Equipment, Wiring and Service.
48. Access Control Devices/Equipment, Wiring and Service.
49. Tele/Data Devices/Equipment, Wiring and Service.
50. Audio & Visual Devices/Equipment, Wiring and Service.

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