

MOSHER DOLAN

From: Steve Marszalek
Date: April 29, 2015
Re: Goldfish Swim School – Braintree, MA
Addendum #1

The following information below represents that will be included in all bid packages.

1. Bid due date is May 11, 2015 – 1pm. Email bids per instructions
2. All RFI's are to be submitted via email per instructions
3. Dropbox links attached:
 - a. Pictures of existing facility
 - b. Bid proposal – Excel format
 - c. Pre bid meeting notes
 - d. Addendum #1 drawings – clarification of minor items
 - e. Painting specifications
4. Building owner has no preference of subcontractors on the following:
 - a. Roofing – no preference
 - b. Fire alarm – previous contractor that completed work was: Current Solutions (617-923-0933). Norman Cornacchini. They also completed all the electrical work in the building.
 - c. Fire suppression – no preference
5. Acknowledgment of (2) emails addressing Seresco unit proposal and flooring finish specifications
6. Attachment of Seresco quote
Note: It is assumed that HVAC bidders are well informed, equipped to install this dehumidification unit and will be expect to complete installation
Note: Certified air balancing is required for start up of the Seresco unit.
7. Seresco dehumidification unit that the owner will be providing, the HVAC contractor will be responsible for all of the following and implied:
 - a. Warranty of unit
 - b. Installation / unloading / setting / rigging of all equipment
 - c. All necessary control / piping / wiring / mechanical equipment associated (boilers/pumps/etc.)
 - d. Mark up
 - e. Set up of unit (start up is included in our equipment cost and will be perform and provided by Seresco). HVAC contractor must be on site for start up
 - f. All necessary adjustments before / during / after start up including occupancy
8. GC's must contact myself for access to the building at all times
9. Pool bids are to include all spoil removal / water fill of pool / excavation
10. GC is completely responsible for all parking lot damage during construction
11. Clarifications:
 - a. Bid to include complete removal of concrete regardless of depth inside building. Owner will not be responsible for varying depths or quantities
 - b. Based on current inspections – there is no hazardous materials that should be encountered including pits/oil or gas in spoils/etc.
 - c. The current sanitary is 4" line – depth of line has not been verified. Plumbing engineer has pitched the line based on appropriate depth. GC will verify depth prior to start of construction.
 - d. The existing RTU that is to be cut/cap needs to be removed from the roof and proper disposed or given to building owner
 - e. Pool drawings SP-1/6 are not open of any modifications. The pool contractor will build to these shop drawings and specifications

- f. GC is responsible for all inspections including building / mechanical / final / health / occupancy / certificate of occupancy
- g. This is a 120 construction schedule, it is expected the GC has the subcontractors / suppliers / support staff (project manager, project engineer, and full time site superintendent) to staff this project. There are several long lead time items for many items – this will be discussed at a later date. There will be no extension of the construction schedule.
- h. Permits category on bid sheet is for building only. All other permits for water/MEP should be included in necessary budget categories.
- i. We expect not to encounter any bad spoils / foundations / rock / etc. during excavation of the pool
- j. Fire suppression – all heads in pool area must be replaced with corrosion resistant, all other heads should be assessed and replaced if necessary
- k. GC is carry all costs associated with third party inspections as required by local / state building requirements
- l. Paint all existing metal doors and frames that are existing where applicable
- m. Exterior paint, caulking, EIFS repair are by GC for affective areas
- n. Low voltage work will be by owner. GC and electrical contractor responsible for low voltage wall conduit from outlet to ceiling, from wall to reception desk, and other locations
- o. Owner to handle all exterior signage – electrical contractor to provide disconnect and whip for sign contractor. GC to supply labor and supplies to attach all interior signage per specifications and pictures
- p. GC is responsible for connecting all necessary temporary power / heat – utilities services are by owner
- q. GC to verify with local fire marshal if existing fire panel is acceptable for entire building or can be partitioned off for two separate spaces. Owner will not be liable for additional charges for upgrading the fire panel after award. All reprogramming of the fire panel is to be included in costs as well as all permitting / fire marshal charges / any other costs to make the system operational.
- r. Demolition:
 - i. GC to ensure all existing conduits / piping / supports / tap boxes / old timers / ATT (3) conduits and wiring / etc are removed from the ceilings. The two beams over the pool will need to be removed. The existing two beams over the changing huts can remain in place unless they pose an issue to layouts. Owner will not be responsible for costs to remove at a later date.
 - ii. Existing loading dock concrete infill and metal structure is up to the GC and MEP trades to decide if this needs to come out. Owner will not be responsible for costs to remove at a later date.
 - iii. We do not require engineered stamped drawings for shoring
- s. Flooring
 - i. See updated specification for floor finishing on A.800
 - ii. It is expected that the flooring contractor to remove adhesives and existing floor patching materials down to existing concrete (where remains). Patch all necessary holes, divots, broken surfaces to a smooth surface where a solid stain (per specs) is able to be bond to new and existing concrete repaired areas.
- t. Doors:
 - i. All dutch or solid wood doors are to be construction with paintable birch veneer only
 - ii. All changing room doors are to be constructed out of clear pine only
- u. Exterior walls:
 - i. All exterior wall are to receive a 2' bond of 1-2" open cell spray foam insulation across all areas. The existing facility has a steel bond that runs around the perimeter, which needs to be proper sealed to prevent moisture issues. Also all

- small voids in block walls (as seen in attached pictures) should be filled prior to installing drywall.
- ii. Existing leaks at north exterior walls will be handled by landlord
 - v. Interior demising walls - where existing drywall is to remain or new drywall is installed, GC is expected to ensure fit and finish of drywall around roof decking flutes is tight a properly finished. Painted mineral wool is NOT an accepted finish.
 - w. Roof - all holes (as seen in attached pictures) should be filled with new metal deck from underside or patch/repair from above. Especially in pool area, these holes need to be sealed tight to existing metal deck to prevent moisture related issues. These pictures are not all encompassing but give a general guideline of what is expected to be repaired.
 - x. Electrical:
 - i. Include all costs necessary to relocated / add necessary feeders for service rework. These would include any utility shut down fees, feeder fees, meter fees, CT cabinet fees, etc.
 - y. Water service:
 - i. Existing water service was installed by R.G. Gabriel, GC to verify location with them. Water service must have 10' horizontal separation from sanitary. 2" saddle tap is acceptable with a stop box located directly outside of building. Water and sewer will complete inspections into building. Plumbing inspector will complete inspections from valve/meter/backflow/etc. GC is responsible for all costs associated with locating/excavation/permit/fees/meter fees/shut offs/backfill/paving/landscape restoration/etc.
 - ii. Information was obtained from Boxem (sp) 781-831-4058 - Braintree W&S
 - z. Foundation: Based on current design the engineer has indicated field verify, however if the existing pads and new layouts allow this to be placed directly under or slightly under the existing slab, then that is acceptable. However owner will not be responsible for additional costs unless site conditions / below grade issues exist such as water/unsuitable psf.
 - aa. Pool - currently we are working with the engineering department to find out if we can discharge our backwash into the sanitary line. GC should assume at this point this is acceptable.
 - bb. Other:
 - i. At this time we do not expect an exterior roof ladder enclosure as part of our proposal
 - ii. GC will provide and install all items associated with TA on A.800

Type: E

VXBR2F42W



Small cast aluminum housing with study wall mounting bracket for 13 and 26 Watt or larger size housing for 32 and 42 compact fluorescent. Prismatic globe for low glare and even light distribution. Fixture mounts to junction box or can be wired inside the housing. Wall mounted with 1/2" NPS(or 3/4") side and top conduit feed. Lamp supplied.

Color: White

Weight: 4.3 lbs

Project:	Type:
Prepared By:	Date:

Lamp Info		Ballast Info	
Type:	42W Triple	Type:	Elec HPF QT
Watts:	42W	120V:	0.38A
Shape/Size:	N/A	208V:	0.3A
Base:	N/A	240V:	0.2A
ANSI:	N/A	277V:	0.17A
Hours:	12,000	Input Watts:	46W
Lamp Lumens:	3,200	Efficiency:	91%
Efficacy:	70 LPW		

Technical Specifications

Listings

UL Listing:

Suitable for wet locations. Complies with UL Standard 1598 for non-hazardous locations where the lamp, socket and wiring require protection from air, corrosive fumes, non-combustible dusts, moisture, non-explosive vapors and gases. For lamp base up installation only when outdoors.

Construction

Globes:

Clear prismatic, heat resistant glass standard. White glass globes available. Colored and clear unbreakable RAB Permaglobes available for CFL only.

Optional Reflectors:

Highly reflective white baked polyester epoxy powder finish over a heavy gauge aluminum base. Reflectors thread onto fixtures.

Construction:

Die cast aluminum with stainless steel screws.

Guard:

One piece die cast aluminum with set screw.

Electrical

Socket:

HID Glazed porcelain 4kv pulse rated with nickel plated screw shell and spring contacts. CFL White thermo plastic with integral clips for lamp retention.

Other

Ballast Minimum Starting Temperature:

0°F.

Country of Origin:

Designed by RAB in New Jersey and assembled in the USA by RAB's IBEW Local 3 workers.

Buy American Act Compliant:

This product is a COTS item manufactured in the United States, and is compliant with the Buy American Act.

Recovery Act (ARRA) Compliant:

This product complies with the 52.225-21 "Required Use of American Iron, Steel, and Manufactured Goods-- Buy American Act-- Construction Materials (October 2010).

Trade Agreements Act Compliant:

This product is a COTS item manufactured in the United States, and is compliant with the Trade Agreements Act.

GSA Schedule:

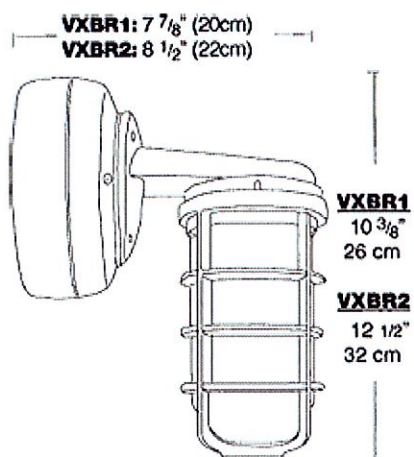
Suitable in accordance with FAR Subpart 25.4.

use 4100K BULBS
MUST BE INSTANT START BALLAST

VXBR2F42W



Dimensions



Features

- Weatherproof ballast box
- Die cast aluminum for superior durability
- All stainless steel hardware
- Set screw keeps guard securely in place
- Clear heat resistant prismatic glass globes standard
- Close-up plugs allow Phillips or slotted screwdrivers for easy installation
- High temperature silicone internal gaskets
- Ballast housing mounts to any junction box



THERMALNETICS
Innovative HVAC Solutions



Date: April 27, 2015
To: Steve Marszalek, Mosher Dolan
Subject: Goldfish Swim School – Braintree, MA
 Thermal-Netics Offering
 Quote #: N0189PM

Terms & Conditions: F.O.B. Factory, Payment Net 30 Days, Freight Allowed/Prepaid to First Destination, No Taxes Included. In The Event They Were Not Transmitted With This Proposal, Thermal-Netics, Incorporated Standard Terms And Conditions Are Applicable. If You Have Any Questions, Please Contact Our Office. Pricing is Valid for 30 Days. Separate Purchase Orders may be required.

Mark: DU-1 & ACCU-1

(Qty 1) Seresco Vertical Pool Unit Complete with the following:

- Ten ton dehumidifier – Model Number NE-010 / NC-Z
- Vertical Cabinet – Single Walled
- Indoor unit location
- A/C Option Air Cooled Condenser on roof with disconnect (208/3/60)
- Exhaust fan remote by others
- Top supply air location
- Voltage 208/3/60
- Pool water heater
- Unit mounted hot water coil
- Motorized outside air damper with actuator
- Modulating factory supplied and wired valve
- Unit mounted control panel with non-fused disconnect
- Outdoor condenser ships loose for field installation
- Unit mounted non-fused disconnect switch
- One (1) year parts only warranty
- Web Sentry connection factory mounted (Internet connection to be field provided. Cat 5 Required)
 - Factory supervision
 - No annual cost
 - Web Sentry connection commissioning by Factory Certified Representative provided
- **Two (2) year driveline and coil and two (5) year compressor parts only warranties**
- Installation by others
- Piping, piping specialties, etc. by others
- Check, test, startup by Certified Seresco Rep.
- No labor warranty

The Total Net Price, F.O.B. Factory (FOB Jobsite Not Included), Freight Allowed & Prepaid, for equipment and services described above shall be..... **\$ 36,900.00.**(Tax Not Included)

PRICING IS VALID FOR 30 DAYS.

Please call me if you have any questions regarding this offer, or if I can be of any other assistance at (248) 276-3300.

Sincerely,
 Paul Mancini

Thermal-Netics, Inc. - Terms and Conditions of Sale

Terms of Agreement: The term "Company" as used herein shall mean Thermal-Netics, Inc.. These terms and conditions of sale form a part of and are incorporated into any offer or sale of scope letter entered into by Company and Buyer. Company offers to sell the materials, equipments or services indicated in the offer of sale or scope letter only under the terms and conditions stated therein and herein. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.

Price Policy: All prices are subject to increase upon notice, due to such events as announced increases in Company's list prices, or increases in labor or material costs.

Terms of Payment: Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice, unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products or shipment of products on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default of payment, Buyer agrees to pay all costs of collection incurred by the Company, including, but not limited to, collection agency fees, attorney's fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.

Shipping Terms: All Shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low cost common carrier, and charges for special carrier services requested by Buyer shall be paid by Buyer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Buyer of its obligation to accept remaining deliveries.

Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss of damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.

Cancellation: In the event of a cancellation of part or all of this order, Buyer shall pay to Company a cancellation fee determined by Company. The cancellation fee will reflect, among other factors, all expenses and damages incurred and commitments made by Company, sales and administrative overhead, and loss profit. Any non-payment, default, delay or failure of performance by Buyer may, at the sole election of the Company, be treated as a cancellation by Buyer of part or all of this order and shall further entitle Company to suspend production and/or delivery of any goods or articles required under this order. Upon cancellation, all further obligation and liabilities of the Company shall terminate.

Shipment Dates: Shipment dates are only estimates. No contract has been made to ship in a specified time, unless set forth in a separate writing signed by an Officer of the Company. Company shall not be liable for damage as a result of any delay or failure to deliver due to disapproval of Company Credit Department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.

Returns: Goods may not be returned unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.

Limited Warranty: Subject to sections titled "Warranty Exclusions" and "Limitation of Liability; Indemnity" herein, Company warrant that it will, at its option, repair or replace defective parts in the event any product manufactured by Company, sold hereunder and used in the United States, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Replaced parts are warranted for the duration of the original warranty period.

THIS WARRANTY CONSTITUTES BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NOT IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. No liability shall attach to Company until Company has been paid in full for all products purchased hereunder. No person (including any agent, sales representative, dealer, or distributor) has the authority to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than is published by the Company. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within (10) days of original product startup, or the startup date and ship date will be deemed the same for warranty period determination, and warranty shall expire twelve (12) months from that date.

Warranty Exclusions: Company's warranty set forth in "Limited Warranty" does not apply to any products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use of service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company. Refrigerants, fluids, oils, and expendable items such as filters are not covered by the Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.

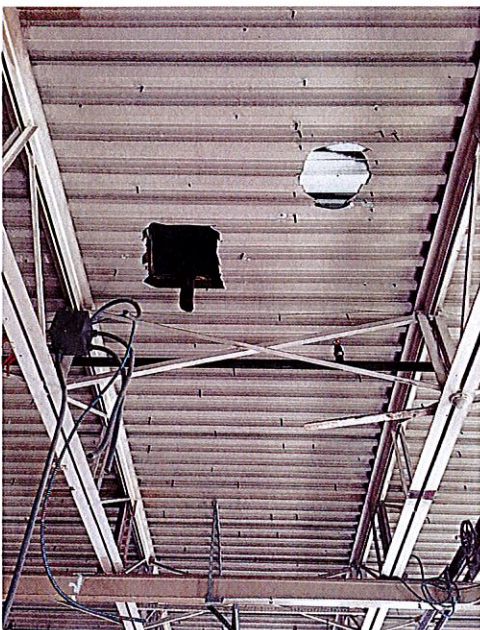
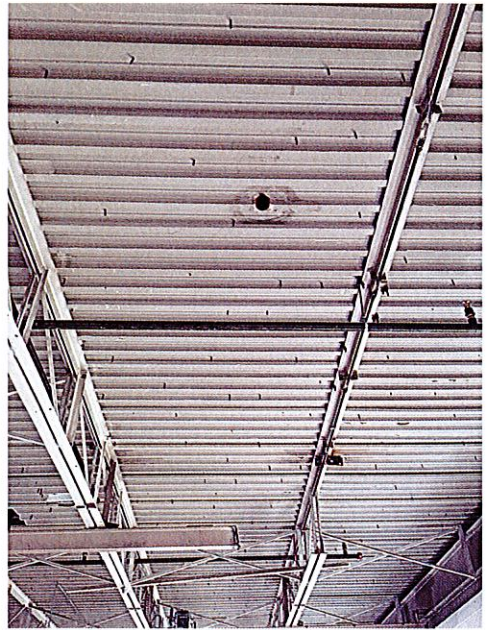
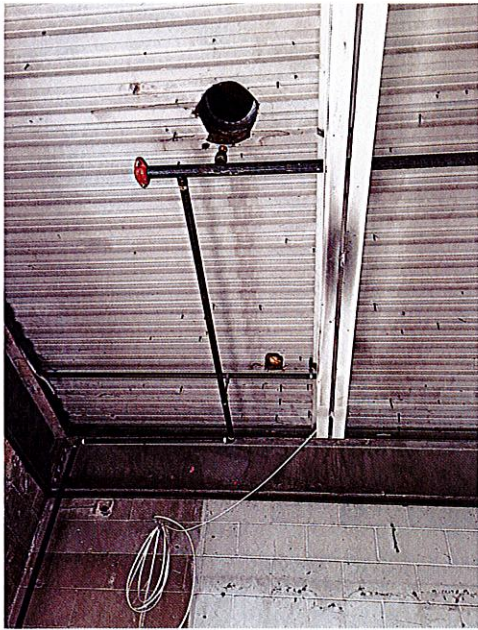
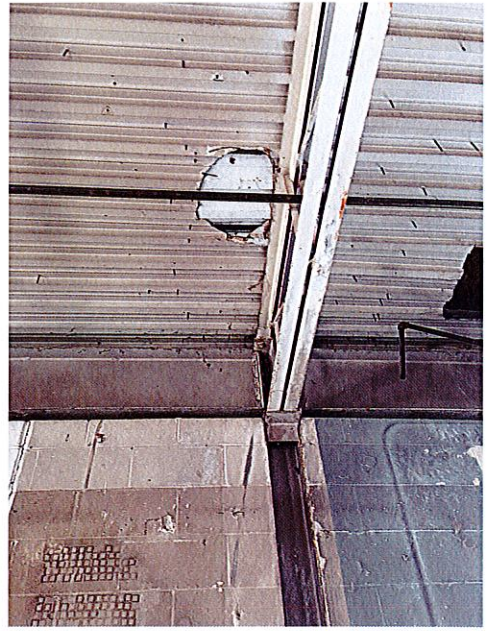
Limitation of Liability; Indemnity: Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in "Limited Warranty" described herein, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, and (b) the original purchase price of the products. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

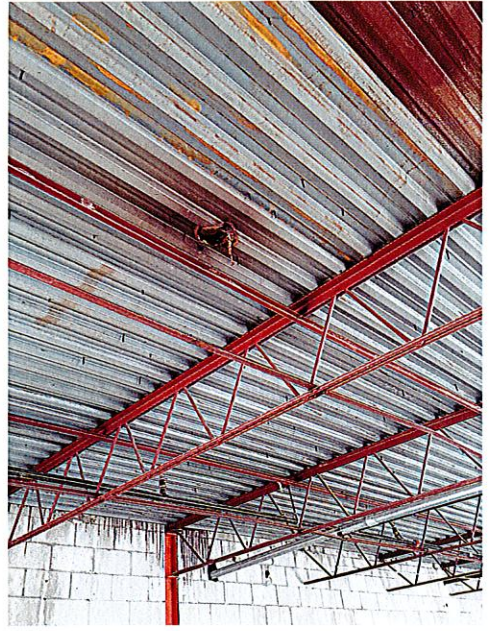
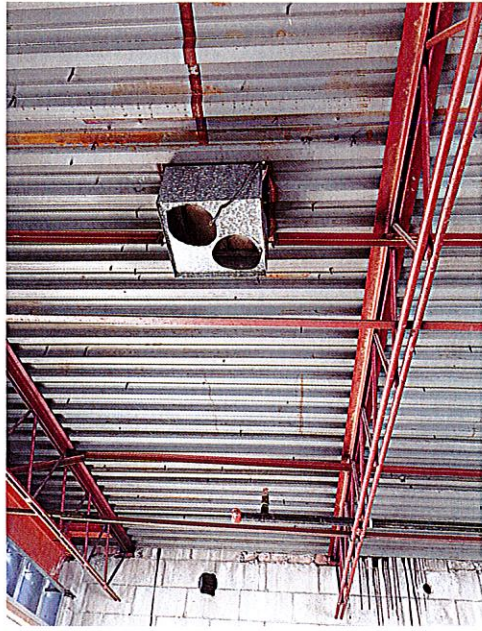
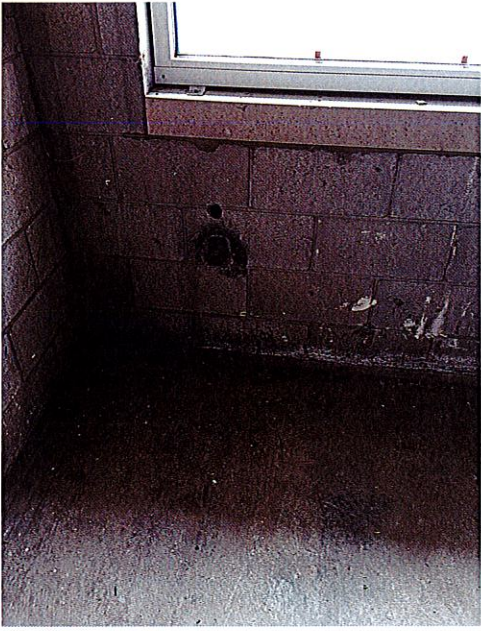
Assignment: Buyer may not assign or delegate its obligations under this order without Company's prior written consent. Any assignment contrary to this provision shall be a material breach of this Agreement. In the event of any assignment, whether approved by the Company or not, the Buyer shall remain primarily obligated to the Company.

Entire Agreement: This Agreement constitutes the entire agreement between the Buyer and the Company with respect to the subject matter hereof and supersedes all prior agreements, communications and understandings of any nature whatsoever, whether oral, written or otherwise. This Agreement shall not be amended or modified except in a writing signed by Company.

Disputes and Choice of Law: This contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Michigan. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of arbitration shall be Detroit, Michigan unless another site is mutually agreed to between parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date of Demand for Arbitration is filed with the AAA.

Thermal-Netics, Inc (2006)





Steve Marszalek

From: Steve Marszalek
Sent: Friday, April 24, 2015 3:44 PM
To: Steve Marszalek
Subject: Goldfish - Braintree

Just a quick note:

1. The Seresco unit is provided and paid for by the owner. Specifications will be forwarded in the coming days. Your HVAC contractor will be responsible for unloading / crane / receiving / installing / completing start up checklists / warranty for 1 year / filters / etc.
2. Ductsox must be purchased through company noted under ductwork – no exceptions

I will be posting by Tuesday some field clarifications and notes from my visit this week, along with the paperwork I gave you.

Feel free to email or call with questions.

Thanks.



Steve Marszalek,
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Steve Marszalek

From: Steve Marszalek
Sent: Monday, April 27, 2015 11:19 AM
Subject: Goldfish - Braintree

Here is the specification for the flooring, this will be getting issued shortly:

FC-1 (dryside)

- Grind and prepare floor per manufacturer guidelines for new and old concrete, smooth transitions required
- Remove all adhesives / floor patching down to concrete slab where existing
- Patch and repair floor (all holes/divets/nails/gouges,etc) to smooth surface with cementious patch approved by concrete sealer manufacturer
- Apply (1) coat of solid stain H&C Concrete Stain – Solid Color Water based
- Apply (2) coats of H&C Concrete sealer – clear matte oil based with 3.6 oz of added sharkgrip per gallon for slip resistance

FC-2 (wetside)

- Clean and prepare new concrete slab for (1) coat of H&C concrete sealer – clear matte oil based
- Note: Do not get any ceiling paint on these slabs as it will not come off
- Note: Typically this is all new concrete in these areas



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