

# MOSHER DOLAN

From: Steve Marszalek  
Date: May 14, 2015  
Re: Goldfish Swim School – Westford, MA  
Addendum #1

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

1. All RFI's are to be submitted via email per instructions
2. Please email me and I will Dropbox a link for:
  - a. Pictures of existing facility
  - b. Bid proposal – Excel format
  - c. Painting specifications
3. Building owner has requested the following subcontractors be used:
  - a. Roofing – Forthcoming
    - i. The scope of work should be for minor roof curb work only
  - b. Fire alarm – All work associated with this is by GC not landlord. GC can use their subcontractor.
  - c. Fire Suppression – Forthcoming
    - i. The scope of work is for fire suppression at changing huts and bathrooms. All other areas will be completed with turned up heads and corrosion resistant heads at pool areas – that scope will be completed by landlord
4. 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.
5. 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
  - g. GC is responsible for exterior concrete pad for Seresco air cooled unit at side of building
6. Pool bids are to include all spoil removal / water fill of pool / excavation / backfill
7. The landlord is completing the following work:
  - a. All interior fire suppression except items noted above. This includes riser/valves/tagging/inspections for their work only/RPZ/testing.
  - b. All exterior wall steel studs and insulation only. Drywall / finishing / touch up insulation is by GC.
  - c. Landlord will install RTU on dryside only. This will also include curb/flashings. GC will be responsible for electrical/gas hook ups/disconnects/plugs/connection of ductwork from underside – no ductwork will be stubbed into space
  - d. All interior concrete work will be provided by landlord once all underground MEP items are complete. GC is still responsible for floor finishing as per flooring schedule. GC is also responsible for MEP pads inside mechanical room.
  - e. All exterior windows / doors / frames / veneers are by the landlord



**THERMALNETICS**  
Innovative HVAC Solutions



**Date:** May 12, 2015  
**To:** Steve Marszalek, Mosher Dolan  
**Subject:** Goldfish Swim School – Westford MA  
Thermal-Netics Offering  
Quote #: N0170PM

**Terms &**

**Conditions:** F.O.B. Factory, Payment terms are as follows : 50% upon release, 50% payment prior to shipment.  
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.

**Mark: DU-1 & ACCU-1**

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

- Twelve ton dehumidifier – Model Number NE-012 / 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
- Electric Duct heater in outside air ductwork to be provided by others

The Total Net Price, F.O.B. Factory (FOB Jobsite Not Included), Freight Allowed & Prepaid, for equipment and services described above shall be..... **\$ 39,600.00.**(Tax Not Included)

**Add for 1 year labor warranty.....\$ 3,000.00**

## 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)*