

Staff Report

Date: February 22, 2024

Subject: Recommendation for Installation of previously purchased Split System HVAC Units at Evolutions Fitness and Wellness Center.

Attachments: *Evolutions Fitness HVAS Replacement Project Proposal; Staff Report EVO HVAC UNITS 07/18/2023;*

Background:

At the July 26, 2023, Board meeting, the purchase of the split system HVAC units was approved, with future installation considerations discussed. The existing HVAC system had been struggling to maintain consistent temperatures, leading to discomfort for occupants and potentially affecting equipment functionality and overall productivity.

Recommendation:

After evaluating the condition of the existing split system HVAC units and their usage, it is our recommendation that the Board approve installation of the purchased units. The proposed installation commencement date is March 6, 2024, and the units will be installed in the following order:

1. *ACCU-5 EVO 7.5-ton (vacant office):* Facility maintenance staff report that this unit is currently not functional and has been prioritized in preparation for the planned relocation of the District Office to this space.
2. *ACCU-1 EVO Childcare 5-ton:* Maintaining a comfortable temperature is essential for the health and safety of children in our day care facility. By installing the HVAC unit in this area early in the process, we can provide a more pleasant environment for both children and staff.
3. *ACCU-6 EVO Intensity Room 4-ton, ACCU-7 EVO Intensity Room 4-ton:* The intensity training room is frequently utilized for physical activities that generate heat and humidity. Installing the HVAC unit here will enhance air quality and comfort during workouts.
4. *ACCU-2 Barber 4-ton:* Finally, the barber shop is a high-traffic area where clients and staff spend extended periods. Ensuring optimal climate control will improve the overall experience for customers and create a more comfortable working environment for staff. Facility maintenance staff report that this is the unit with the highest current function and has therefore been prioritized last.

Cost of Installation:

See attachments.

Respectfully submitted,

Eva Edge, Administrative Director

Tulare Local Healthcare District

Evolutions Fitness HVAC Replacement Project Proposal

★ **COMPLETE AND FINAL PROPOSAL** ★

Submitted by: Robert Tiffany
 BMI Mechanical, Inc.
Robert.Tiffany@bmimechanical.com
 (559) 308-2525

July 13, 2023
 Proposal #PP12680v3

LOCATION	UNIT	MFR	TONS	REPLACEMENT COST	EQUIPMENT ONLY	STORAGE UP TO 18 MO	EXTENDED WARRANTY	COST FOR FUTURE INSTALLATION
EVO	RTU 1	Carrier	40	\$109,260	----	----	----	----
EVO	RTU 3	Carrier	30	\$81,955	----	----	----	----
EVO Pool Dehumidifier	PHD	PoolPak	40	\$573,591	----	----	----	----
EVO Child Care	ACCU 1 / SSHU 1	Carrier	5	----	\$15,241	\$0	\$0	\$13,659
EVO Intensity Rm	ACCU 6 / SSAHU 6	Carrier	4	----	\$12,192	\$0	\$0	\$10,930
EVO Intensity Rm	ACCU 7 / SSAHU 7	Carrier	4	----	\$12,192	\$0	\$0	\$10,930
Barber	ACCU 2 / SSAHU 2	Carrier	4	----	\$12,192	\$0	\$0	\$10,930
Surgeon	ACCU 5 / SSAHU 5	Carrier	7.5	----	\$22,861	\$0	\$0	\$20,479

BMI Mechanical, Inc. is pleased to present this proposal to you for replacement of the above-listed HVAC systems, per your request. This pricing includes the following scope of work for Bid Type 1 and Bid Type 2, and reflects all conditions, clarifications and exclusions as presented in this proposal.

BMI is able to store purchased split system equipment at our Tulare corporate office at no additional cost to Evolutions Fitness. We have confirmed that warranties become effective following *installation* (not purchase) and we do not expect any additional cost to warranty equipment with a future installation date.

BMI has priced the future installation of split systems 1, 6, 7, 2 and 5 at our current rates. We will honor these rates through the end of 2024 with no escalation. Therefore, the suggested 4% escalation has been omitted from our submission.

BID TYPE 1: Full Replacement of RTU 1, RTU 3 and PHD.

Scope of Work:

1. Provide and install one (1) 30-ton and one (1) 40-ton gas/electric package units, and one (1) 36-ton dehumidifier with condenser to replace existing equipment RTU1, RTU3 and PHD for EVO and EVO Pool area.
2. Remove and dispose of old equipment as per EPA guidelines offsite.
3. Connect package units to existing gas lines with sediment trap and Ng regulator as per mechanical code.
4. Provide and install fusible disconnect, conduit, and fittings as per mechanical code.
5. Provide licensed crane service for setting and removal of equipment.
6. Provide and install smoke detectors as per mechanical code.
7. Obtain mechanical installation permits from the City of Tulare.
8. Start, test, and place new equipment into service.

BID TYPE 2: Future Replacement of Split Systems 1, 6, 7, 2, 5

Scope of Work:

1. Provide and install five (5) split system heat pumps as follows:
 - a. ACCU1 / SSHU1 for Child Care, 5-ton heat pump with 5KW Aux Heat
 - b. ACCU6 / SSHU6 for Intensity Rm, 4-ton heat pump with 5KW Aux Heat
 - c. ACCU7 / SSHU7 for Intensity Rm, 4-ton heat pump with 5KW Aux Heat
 - d. ACCU2 / SSHU2 for Barber, 4-ton heat pump with 5KW Aux Heat
 - e. ACCU5 / SSHU5 for Surgeon, 7.5-ton heat pump with 5KW Aux Heat
2. Provide and install rooftop service disconnect and connect to existing electrical infrastructure.
3. Provide and install filter drier and vacuum to existing refrigerant line sets for all replaced systems, as per industry standard, to 500 microns to remove all non-condensables.
4. Provide and install secondary drain pan with float switch for all replaced systems, as per mechanical code.
5. Provide and install 2-stage thermostat and economizer controls, as per California Title 24 requirements.
6. Adapt new units to existing ductwork and outdoor air ventilation.
7. Start, test and place new equipment into service.

Total Project Price: \$906,412.00

Nine hundred twenty-two thousand, nine hundred dollars, and zero cents.

Payment Terms: 40% down and progress payments as installation is completed.

Clarifications and Exclusions:


- Price breakout on page 1 is presented for evaluation purposes only. Total price for equipment replacement is valid only if:
 - ✓ All equipment is approved for replacement, and
 - ✓ Bid Type 2 equipment can be set on roof with two crane lifts, and
 - ✓ All work is complete by December 31, 2024.
- If the customer chooses not to replace all the listed units, or if installation is expected to take place in 2025, please contact BMI to discuss a revised proposal.
- All work has been quoted with prevailing wage and assumes full access to the work areas as required. Any delays caused by others beyond our control will be billed at applicable time & material rates as an extra to the project.
- Any additional work beyond as noted above is excluded. Does not include any fire alarm integration or monitoring.
- Please refer to Terms & Conditions page for additional items.
- Customer agrees not to share the contents of this proposal with anyone outside their organization.

This proposal is valid for thirty (30) days and is subject to approval thereafter.

Please feel free to contact me at (559) 308-2525 or robert.tiffany@bmimechanical.com with any questions. To proceed, please complete the following approval page and return a copy via e-mail.

Thank you for the opportunity to be of service to Evolutions Fitness.

Sincerely,



Robert Tiffany
Project Sales Representative

BMI Mechanical, Inc. • BMI-PacWest, Inc.
PROJECT APPROVAL FORM

Please complete all sections and return to robert.tiffany@bmimechanical.com

BMI Proposal #: PP12680v3	Total Amount Approved: \$906,412.00
Customer Approval Signature:	
Customer Approval Name:	
Customer Approval Title:	
Purchase Order #:	
Job Site Name:	
Job Site Address:	
Billing Entity Name:	
Billing Address:	
Billing Contact Name:	
Billing Phone / Email:	
Special Billing Instructions:	

Payments:
BMI Mechanical, Inc. • BMI-PacWest, Inc.
P.O. Box 279, Tulare CA 93275
(559) 688-7571, ar@bmimechanical.com

BMI Mechanical, Inc. • BMI-PacWest, Inc.
TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Any delays caused by others beyond our control may be billed at our standard labor and material rates as an extra to this agreement. If work is delayed more than 180 days beyond our control, Contractor has the right to cancel the job and bill Customer for any costs incurred at standard labor and material rates.
3. If Customer delays equipment purchase or start of work into a new calendar year, Customer may be billed for any increases to labor or equipment costs.
4. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
5. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
6. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
8. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
9. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
10. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
11. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
12. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
13. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
14. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Contractor be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect or consequential damages.

REPORT

EVO - HVAC UNITS

Split systems

ACCU-1 EVO Child Care 5 ton, ACCU-6 EVO intensity Room 4 ton, ACCU-7 EVO intensity Room 4 ton, ACCU-2 Barber 4 ton, ACCU-3 EVO Room A-B 4 ton, ACCU-5 Surgeon 7.5 ton

From: Nancy Overstreet

Date: 7/18/2023

Board: Received 3 for the HVAC units: New England Sheet Metal, BMI and EMCOR. It is our recommendation that we utilize BMI for the Split systems.

✓ Recommended Contractor C: Compliant NC: Noncompliant NR: Nonresponsive

	CONTACTOR	STATUS	REASON	UNIT COST	FUTURE INSTALLATION	TOTAL BID
	EMCOR	C		\$76,832.00	\$97,517.00	\$176,349.00
	New England Sheet Metal	C		\$47,776.33	\$158,080.38	\$205,856.71
✓	BMI	C		\$86,870.00	\$77,858.00	\$164,728.00

*Approval request is for \$86,870.00 to purchase the units in 2023-2024 and the future installation of \$77,858.00 will impact the 2024-2025 budget. The installation cost quoted is valid for 18 months following approval.