



Staff Report

Date: November 15, 2024

Subject: Request for Replacement of Dehumidifier for Pool Area

Attachments: (1) BMI Mechanical (2) Starace Mechanical

Summary: The dehumidifier in the pool area of the Evolutions Fitness and Wellness Center is outdated and requires replacement to ensure continued comfort and proper facility operations. Released for public bid in the Visalia/Tulare Times Delta newspaper on 12/03/24 and 12/10/24.

Ledger: ✓ = Recommended C = Meets Criteria NC = Does not meet criteria NR = No Response

	CONTRACTOR	STATUS	TOTAL COST
✓	BMI Mechanical	C	\$ 498,451.00
	Starace Mechanical	C	\$ 697,320.00
	Central Heating and Cooling	NR	\$

The information presented in this report has been gathered/produced by District staff, and reviewed by/with the following consultant(s):

- Legal Review
- Financial Review
- Other:

January 16, 2025

Evolutions Fitness & Wellness Center
c/o Tulare Healthcare District
1437 East Prosperity Ave.
Tulare, CA 93274

ATTN: Brett Scott

RE: Proposal PP13020-2 Replace 35-Ton Dehumidifier with (1) Rooftop 30-Ton Dehumidifier

Dear Brett:

This project addresses installation of (1) 30-ton rooftop dehumidifier serving the swimming pool room at Evolutions Fitness & Wellness Center, 1425 E. Prosperity Ave, Tulare, Ca.

Note: Equipment lead time is currently 22-26 weeks from the time a factory order is submitted.

Unit selection was made based on the manufacturer's recommendations for the size and application of the space. This 30-ton capacity is the proper size, and the unit will provide the same airflow as the current system. In addition, the new Desert Aire system will weigh 1,150 pounds less than the existing Poolpak system.

(Existing) Poolpak	35-ton system	8,600 lb total weight
(New) Desert Aire	30-ton system	6,800 lb unit <u>650 lb curb materials</u> 7,450 lb total weight

Scope of Work:

1. Provide and install (1) 30-Ton Dehumidifier w/Electric Aux Heat & Condensing Coil Section.
2. Remove and dispose of old equipment offsite, as per EPA guidelines.
3. Connect system to existing rooftop power access points with manufacturer's recommended maximum over-current protection (MOCP).
4. Connect dehumidifier to existing rooftop condensate termination point.
5. Provide and install copper refrigerant lines between condensing unit and dehumidifier.
6. Provide and install system controls at rooftop unit location.
7. Adapt duct connections points to accommodate new equipment layout.

8. Adapt unit curb to accommodate new unit dimensions.
9. Provide licensed crane service for setting and removal of package unit.
10. Provide and install smoke detectors per mechanical code.
11. Obtain mechanical installation permits from the City of Tulare.
12. Start, test, and put new equipment into service.

Clarifications and Exclusions:

1. All work is quoted assuming full access to the work areas as required.
2. The new system function does not provide auxiliary pool water heating.
3. Replacement of the service disconnect is excluded.
4. Any delays caused by others beyond our control will be billed at applicable time & material rates as an extra to the agreement.
5. Any additional work beyond as noted above is excluded.
6. Please refer to Terms & Conditions page for additional items.

Price for the above Scope of Work: \$498,451

Four hundred Ninety-eight thousand, Four hundred Fifty-one dollars and Zero cents.

Payment Terms: 40% down and balance to be paid at completion of installation.

This proposal is valid for **forty-five (45) days** and is subject to approval thereafter.

Please 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 Tulare Healthcare District.

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 #: PP13020-2	Total Amount Approved: \$498,451
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.



AMERICA FIRST

2144 E. Pacific Ave Tulare Ca 93274
 Phone (559)686-4312 Fax (559)686-4233
 Estimator: Martino Starace Direct Cell # (559) 805-6659
staraceheatingandair.com
 California Certified Small business Lic#2001912
 DIR#1000009277
 Lic#933756

Date: 1/9/25

Project Name: *The evolution Wellness Center*

Location: 100 N Santa Fe Visalia CA

Bid Includes the Following:

Project Scope: HVAC/Mechanical Unit Replacement

Equipment:

Option	Selection
Model	38 Ton 5-compressor dehumidifier with five stages of control
Unit Subseries	Pool Water Heater, Titanium
Compressor Type	1-Stage
Unit Location	Outdoor
Cabinet	Horizontal 2-in Double Walled - Return Plenum - Bottom [Right Side Access]
Supply Voltage	460V-480V/3PH
Unit Control	CommandCenter c/w Remote Panel
Refrigerant	R454B
Disconnect	Fused Disconnect Unit Mounted
Supply Air Volume	15000 CFM supplied by fan array
External Static Pressure	1.5 inches
Supply Air Orientation	Bottom Supply
Air Filter Type	MERV 13
Outdoor Air	OA Inlet Motorized Damper & Filter
Exhaust Fan	Unit mounted Exhaust Fan
Source Capture	None
Space Heating	Unit mounted hot water coil
Heat Control	Modulating - factory supplied and wired valve
Air Conditioning	Air Cooled A/C - For Use With Remote Outdoor Air Cooled Equipment
OAFC Model	NG-V-32
Design Temperature	105 F
OAFC Painted/Coated	Coated Fins
OAFC Voltage	460V-480V/3PH
OAFC Disconnect	Unit mounted non-fused disconnect
OAFC Hail Guards	Hail Guards (4 pieces)
Warranty	Standard - 2 years on driveline, 2 years on compressor, 2 years on coils

Roof Curb: 16 GA Curb Adapter or Curb

- Cv-1 5 Compressor 460 v 3ph (2 year warranty if serviced)
- AC-1 R 54B 460V, 3ph
- ¾" PVC trap and drain
- Electrical Whip 3ph
- 60-amp non-fuse disconnect
- Circuit Breaker

Removal and Disposal of existing Equipment

Duct Work Per bid Documents Stand outs

Controls – Command Center Remote Pannel

Crane: Crane Service Included For Roof Top Equipment

Labor: All Labor Is Included in Bid

Certified Payroll Incorporate to DIR#

Terms: 50 % Deposit / Join Check to Vendor for Equipment
50% Upon Completion

3.5% Bonding

Total Contract Price..... \$697,320.00

***Proposal Price valid for 30 days** Exclusions: Gas Lines and Connections, Condensation Lines and Connections, controls other than landing wires @ equipment, roofing Any Plan Changes, Anything Not Listed In Proposal. Smoke detectors, smoke test any fire alarm integration.