



Staff Report

Date: January 7, 2025

Subject: HVAC Replacement

Attachments: (1) BMI proposal (2) Martino Starace

Background: The HVAC #6 system at Evolutions Fitness and Wellness Center is critical for maintaining a safe, comfortable, and hygienic environment for members and staff. Over time, the existing system has become inefficient and prone to breakdowns. Despite regular maintenance, the unit no longer operates at a level sufficient to meet the demands of the facility, particularly during peak usage periods and extreme weather conditions.

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

	CONTRACTOR	STATUS	TOTAL COST
	BMI	C	\$74,733.00
	Central Heating and Cooling	NR	
	Mid Valley Air	NR	
✓	Martino Starace	C	\$62,895.00

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:

December 23, 2024

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

ATTN: Brett Scott

RE: Proposal PP13039 Replace (1) 25-Ton Rooftop Package AC Unit (#06)

Dear Brett:

This project addresses replacing (1) 25-ton rooftop AC package unit at Evolutions Fitness & Wellness Center, 1425 E. Prosperity Ave, Tulare, Ca.

Note: Equipment lead time is currently 15-18 weeks from the time a factory order is submitted.

Scope of Work:

1. Provide and install (1) 25-Ton Carrier AC Unit w/Gas Heat.
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 unit to existing rooftop condensate termination point.
5. Provide and install curb adaptor to match new unit to old duct system configuration.
6. Connect unit to existing rooftop gas lines.
7. Connect unit to existing controls.
8. Provide licensed crane service for setting and removal of package unit.
9. Provide and install smoke detectors per mechanical code.
10. Obtain mechanical installation permits from the City of Tulare.
11. 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. Replacement of the service disconnect is excluded.

3. Any delays caused by others beyond our control will be billed at applicable time & material rates as an extra to the agreement.
4. Any additional work beyond as noted above is excluded.
5. Please refer to Terms & Conditions page for additional items.

Price for the above Scope of Work: \$74,733.00

Seventy four thousand, Seven hundred, Thirty-three dollars and Zero cents.

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

This proposal is valid for thirty (30) 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,

A handwritten signature in black ink, appearing to read "Robert Tiffany". The signature is fluid and cursive, written over a white background.

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 #: PP13039	Total Amount Approved: \$74,733.00
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.



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: 1/8/25

Project Name: *Tulare Health Care District*

Location: 1425 E prosperity Ave, Tulare CA

Bid Includes the Following:

Project Scope: HVAC/Mechanical Unit Replacement

Equipment: HVAC RTU-6

Roof Curb: *Adjustable Roof Curb for unit*

- Gas Flex
- 1/2 Sediment Trap
- 3/4" PVC trap and drain
- Electrical Whip 3ph
- 60-amp non-fuse disconnect
- Circuit Breaker

Removal and Disposal of existing Equipment

Crane: *Crane Service Included For Roof Top Equipment*

Labor: *All Labor Is Included in Bid (2 Installers) (2 days) Prevailing Wage Certified DIR #1000009277*

Testing: *Testing procedure Performed after installation*

Terms: *COD upon Completion*

Total Contract Price..... \$ 62,895.00

***Proposal Price valid for 30 days**

Exclusions: Gas Lines and Connections, Condensation Lines and Connections, controls other than landing wires @ equipment, Any Plan Changes, Anything Not Listed In Proposal.