

**VILLAGE OF YELLOW SPRINGS
RESOLUTION 2025-32**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT
WITH MSD, INC. FOR EMERGENCY REPAIRS TO BRYAN CENTER HVAC
SYSTEMS**

WHEREAS, the hot water heating system for the John Bryan Center is experiencing multiple piping failures, resulting in glycol leaks throughout the building, but most severely in the YSPD Dispatch and Interview Room areas, resulting in closure of the Interview Room and compromised working conditions in the Dispatch area; and

WHEREAS, MSD, Inc, the company contracted to maintain the John Bryan Center HVAC systems has provided an estimate to repair the system in such a manner as to significantly reduce the possibility of future such leaks; and

WHEREAS, it is imperative that this repair work be undertaken as soon as possible, given that these leaks are increasing in number and intensity as the days pass, and given the impact on operations throughout the building and particularly to Public Safety; and,

WHEREAS, MSD, Inc. has a record of competent and diligent service to the Village as evidenced by their years of maintenance to an aging heating and cooling system; and

WHEREAS, current conditions constitute an emergency affecting the operation and maintenance of Village services, most urgently that of Public Safety, and the emergency conditions obviate the need for formal bidding per Ohio Revised Code Section 735.051 and Chapter 206 of the Village Codified Ordinances,

NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS HEREBY RESOLVES THAT:

Section 1: Council for the Village of Yellow Springs acknowledges the emergent situation and need for immediate repair of the John Bryan Center HVAC systems as noted in the attached quote from MSD, Inc. and attested to by the Village Manager.

Section 2: Council hereby authorizes the Village Manager to immediately enter into a contract with MSD, Inc. for repair to the John Bryan Center HVAC systems in a form substantially similar to the attached Exhibit A.

Signed: Kevin Stokes, President of Council

Passed: 5-19-2025

Attest: _____
Judy Kintner, Clerk of Council

ROLL CALL:

Roll Call:

| | | |
|-----------|---------------------|----------|
| Stokes_Y_ | DeVore Leonard_Y__ | Housh_Y_ |
| Brown_Y_ | Gustafson _Absent__ | |

Exhibit A to Resolution 2025-32











April 29, 2025

Johnnie Burns
Village of Yellow Springs
100 Dayton St.
Yellow Springs, OH 45387








RE: City of Yellow Springs Community Center – HHW Piping Main Repairs

In accordance with your request, MSD Inc., is pleased to submit the following proposal for your consideration. The following Scope of Work and Proposed Cost are based on our understanding of the project. All work will be performed according to applicable codes and regulations and includes necessary permits.

Area 1 – Boiler Room - 136

-  Drain down the entire HHW system.
-  Remove ceiling pads as required to access mechanical joints in piping mains.
-  Remove and dispose of insulation from mechanical joints. Utilize customer dumpster.
 - HHWS/R Piping Mains
-  Cutout exiting mechanical joints (Fittings) and dispose of offsite.
 - HHWS/R Piping Mains
-  Replace mechanical joints with copper press fittings.
 - HHWS/R Piping Mains
-  Reinsulate new mechanical joints with Armaflex insulation.
-  Put back existing ceiling pads
-  Daily cleanup

Area 2 – Boiler Room – 136-121

-  Remove ceiling pads as required to access mechanical joints in piping mains.
-  Remove and dispose of insulation from mechanical joints. Utilize customer dumpster.
 - HHWS/R Piping Mains
-  Cutout exiting mechanical joints (Fittings) and dispose of offsite.
 - HHWS/R Piping Mains
-  Replace mechanical joints with copper press fittings.
 - HHWS/R Piping Mains
-  Reinsulate new mechanical joints with Armaflex insulation.
-  Put back existing ceiling pads
-  Daily cleanup

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Area 3 – 134-AHU2

-  Remove ceiling pads as required to access mechanical joints in piping mains.
-  Remove and dispose of insulation from mechanical joints. Utilize customer dumpster.
 - HHWS/R Piping Mains
-  Cutout exiting mechanical joints (Fittings) and dispose of offsite.
 - HHWS/R Piping Mains
-  Replace mechanical joints with copper press fittings.
 - HHWS/R Piping Mains
-  Reinsulate new mechanical joints with Armaflex insulation.
-  Put back existing ceiling pads
-  Daily cleanup

Area 4 – Gym-Storage

-  Remove ceiling pads as required to access mechanical joints in piping mains.
-  Remove and dispose of insulation from mechanical joints. Utilize customer dumpster.
 - HHWS/R Piping Mains
-  Cutout exiting mechanical joints (Fittings) and dispose of offsite.
 - HHWS/R Piping Mains
-  Replace mechanical joints with copper press fittings.
 - HHWS/R Piping Mains
-  Reinsulate new mechanical joints with Armaflex insulation.
-  Put back existing ceiling pads
-  Daily cleanup
-  Refill HHW system.

Typical Exclusions unless referenced in scope

- | | | |
|--|---|---|
| <ul style="list-style-type: none">• Sprinkler / Fire Protection• Cutting / Patch Work• Ceiling Removal / Replacement• All electrical wiring and conduit | <ul style="list-style-type: none">• Infectious Control of any kind• Steel Supports / Framing• Painting and Related Work• Asbestos and Lead Abatement | <ul style="list-style-type: none">• Site Work beyond five feet of building• Concrete Work• Temporary Heating/Air & Water• Piping repairs above Hard ceilings• Branch piping of any kind |
|--|---|---|

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Area 1 Total Cost.....\$75,000.00
Area 2 Total Cost.....\$80,000.00
Area 3 Total Cost.....\$42,000.00
Area 4 Total Cost.....\$18,000.00

Value Propositions

Total Project Combined Cost\$207,000.00
Area 1 & 2 Combined Cost\$150,000.00
Area 3 & 4 Combined Cost\$57,000.00

Proposal based on all work to be completed during normal business hours M-F 7:30am-4:30PM. Prevailing wage and tax is not included.

Approved by: _____ Date: _____

Purchase order (if required): _____

Terms net 30 days Price good for 30 days, Specialty materials (Stainless Steel, Aluminum, etc.) shall be (15) days. If payment is made by credit card add 3.25% additional processing fee.

On Behalf of MSD Inc., we appreciate the opportunity to provide this proposal based on the documents issued to date. We look forward to the opportunity of working as a committed partner on this exciting project with your company. If there is any additional information required, please contact our team at the number listed below.

Respectfully Submitted,

Bobby Elrod
Project Solutions Specialist
relrod@msdinc.net
937-474-7776

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STANDARD PROPOSAL TERMS & CONDITIONS

ACCEPTANCE AND PERFORMANCE - Acceptance of terms in this proposal shall be made by Mechanical Services & Design Inc., (MSD Inc.), solely at 4401 Springfield Street, Dayton, OH 45431. This Agreement is good for 30 days from its date unless otherwise noted. Issuance of purchase orders or written authorization to proceed shall constitute acceptance. If written authorization to proceed or to ship is not received by MSD Inc., within two months of acceptance, MSD Inc., shall have the right to increase prices or cancel the order. MSD Inc., obligation to furnish goods and services shall be limited to those described in the submittal data (only if such data is issued in direct connection with this order), and only to the extent that the goods and services are expressly described in this Agreement.

PRICING AND PAYMENT - All pricing is based on Standard Labor Rates. Prevailing Wage Labor Rates do not apply unless noted in the proposal. MSD Inc., obligation to perform and the price thereof under this Agreement is subject to approval of buyer by MSD Inc., Credit Department. Payment terms Net 30 days may apply 1.5% per month service charge on all past due amounts (18% Annual Rate). Projects exceeding 30-day completion times will include monthly progress invoicing. All payments made with a credit card, are subject to an additional 3.25% processing fee. This fee covers the cost of processing the credit card payment and ensures that the contract price is not affected by credit card fees.

TAXES: MSD Inc., shall be responsible for all applicable taxes for all work performed and as noted in the proposal document. Projects that are Tax Exempt require Exemption certificate to be issued to MSD Inc., from the properties' end user prior to execution of work activity.

PERMITS & REGULATIONS: MSD Inc., is responsible for all applicable federal, state, or local permits to work performed and as noted within the MSD Inc., proposal document.

LIMITATION OF LIABILITY - MSD Inc., shall be liable for only the cost of services it incurred to perform its obligations under the terms expressly included in this Agreement. It shall not be liable for any incidental, special or consequential damages. MSD Inc., warrants that all services provided under this Agreement shall be performed in a workmanlike manner. This warranty is in lieu of all other warranties, express, implied, or statutory including the implied warranties of merchantability and fitness for a particular purpose. MSD Inc., shall incur no liability until products and services are paid for in full and said liability shall be limited to the terms stated in this Agreement and to the extent of the company's sole negligence. MSD Inc., shall not be liable for any repairs, replacements, or damages of any type, including incidental, special, or consequential, resulting from use, misuse, and inability to use the products. MSD Inc., liability for design and application errors shall be limited to the extent MSD Inc., performed the design in writing under the terms of this Agreement.

CANCELLATION - If Buyer cancels any or all this Agreement after acceptance or fails to issue written authorization to proceed within two months of acceptance, for reasons other than default or written consent by the Company officer, Buyer shall be liable for cancellation charges and costs, including overheads and a reasonable profit.

CONTRACT FORM - MSD Inc., will proceed with executing work activity pending written consent on MSD Inc., Proposal document and will also execute either an AIA or Consensus Docs standard contract with bond document where applicable.

UTILITY CHARGES - MSD Inc., does not include any utility company charges, such as capacity fees or connection charges, unless specifically stated in the proposal.

WORKING CONDITIONS - MSD Inc., proposal is based on having reasonable access to the working areas and performing all work during normal working hours unless otherwise stated in the proposal or project documents.

HAZARDOUS MATERIAL - MSD Inc., does not include any asbestos or lead paint removal or any related work. If these materials are encountered, work in that area will cease until the issue is resolved.

MATERIAL FURNISHED BY OTHERS - MSD Inc., have assumed that any material that is furnished by others will be unloaded and placed by others at a convenient location in the immediate area where the material will be installed by MSD Inc., in addition, we do not warrant any material furnished by others.

SAFETY - MSD Inc., will perform their work in compliance with all known government safety regulations for which they are responsible. However, if MSD Inc., discovers potentially dangerous conditions or safety act violations that are the responsibility of others, MSD Inc., will immediately evacuate that area and advise the owner/contractor of that condition. If that action causes MSD Inc., any additional costs and/or time duration to our schedule, MSD Inc., will be reimbursed by the responsible party.

SCHEDULING OF WORK - MSD Inc., proposal is based on a mutually agreeable schedule. If MSD Inc., work is impacted by interruptions, obstructions, accelerations, delays, out-of-sequence work, or any unforeseeable act of nature beyond our reasonable control, MSD Inc., contract price has the right to be adjusted accordingly to cover costs incurred.

CHANGE ORDERS: No modification to the work, or contract sum or contract time may be made, nor shall the scope of work be modified, except pursuant to a written Change Order signed by both Parties reflecting the following: a.) change in the work; b.) the amount of the adjustment, if any; c.) the contract sum; and d.) the extent of the adjustment, if any in the Contract Time.

DISPUTE RESOLUTION: Any claim arising out of or related to this agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party and in alignment with The State of Ohio Rules and Regulations. The parties shall endeavor in good faith to resolve their claim(s) by mediation.

RETAINAGE - MSD Inc., proposal is based on no retainage being held for our work, unless a specific amount is defined in the bid documents, and in any case, it shall not exceed 10% of our invoiced amount and 5% after 50% of our contract is complete.

BID EXPIRATION - This proposal shall be good for thirty (30) days after the date of the bid, unless specified otherwise. Upon expiration of this proposal, MSD Inc., has the option of proceeding for the proposed amount or adding any additional costs that may apply. Specialty materials (Stainless Steel, Aluminum, etc.) shall be (15) days.

SOIL BORINGS AND SAMPLES - In the absence of soil boring and sample reports being provided to MSD Inc., we assume standard site conditions.

ELECTRONIC DRAWINGS - Electronic files for and/or coordination drawings are not included unless specifically called for in the bidding documents. See below for typical specified drawings.

DEFINITIONS OF DRAWINGS -

As-Built drawings: Drawings that are marked-up in the field as the project progresses by field personnel. A final marked-up set is then presented to the owner at project completion.

Shop Drawings: Standard Shop Drawings and Product Submittals are the manufacturers or the contractor's drawn version of information related to the project scope of work. These documents are to be provided to the Engineer of Record or End User for approval prior to proceeding with manufacturing, fabrication, and installation.

Coordination Drawings: Coordination drawings are utilized to coordinate work with horizontal and vertical dimensions through the 3-D Revit building model to avoid interference with structural, architectural, MEP rough-ins, fire protection, elevators and other thru floor and wall penetrations. Final Coordination drawings are to be produced in electronic format to the end user at the completion of the project for record keeping purposes.

PANDEMIC: This proposal is explicitly subject to change (including but not limited to increased cost and delays) because of the coronavirus/Covid-19 and resulting in price escalations, delays in manufacturing and/or delivery of materials and equipment, labor shortages and negative labor fluctuations. The contractor expressly reserves the right to withdraw this proposal in the event of a shelter in place order or any directive from any authority having jurisdiction that the work is suspended, delayed prohibited, canceled, or shut down.

Price Escalation - Pre-Award & Post Award Clauses:

(Pre-Award): The prices quoted in this bid are based on current market conditions and are subject to adjustment in the event of significant changes in the cost of materials, labor, or other inputs. If such changes occur, MSD Inc. reserves the right to adjust the bid price accordingly. Any price adjustments will be communicated to the Client in writing.

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(Post Award): If during the performance of the contract, the price of the material significantly increases, through no fault of the contractor, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by contractor from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts.

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