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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING

WEDNESDAY, JULY 10, 2024, 5:00 P.M.

CHARLES R. PARSONS ADMINISTRATION BUILDING (524 BROAD STREET)

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Minutes**
- V. Administrative Items**
 - A. Personnel Items
 - 1. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education, with a license effective date of July 1, 2024 if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the board.)
 - a) Certified Staff
 - (1) Mary Hoolihan
 - (2) Joshua Wilson
 - b) Supplemental Contracts
 - (1) Chad Williams, Varsity Softball Coach
 - 2. Recommendation to extend the unpaid leave of Brianna Crowley through the 2024-2025 school year

B. Action Consent Items

1. Recommendation to approve the Project Proposals (3) and General Terms and Conditions for Emerald Environmental, Inc.
2. Recommendation to approve the HVAC Assessment & Masterplanning Fee Proposal and General Conditions for Wright Engineering LLC
3. Recommendation to approve the memorandum of understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education
4. Recommendation to approve the resolution Authorizing Political Subdivision to Participate in the State of Ohio Cooperative Purchasing Program

VI. Board Member Items

A. Ratification of Resignations

1. Marlaina Greggila, Certified Teacher, eff. 8/19/2024
2. Lydia Pasco, Non-teaching Employee, eff. 7/6/2024

VII. Adjournment

In accordance with State and Federal law, the District will provide reasonable accommodations to persons with disabilities who wish to attend and/or participate in school events. Such individuals should notify the Superintendent if they require a reasonable accommodation.

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
July 10, 2024**

Agenda Detail Sheet

VII. Administrative Items

A. Personnel Consent Items

1. Employments

a) Certified Staff

(1) Mary Hoolihan: Ms. Hoolihan is being recommended to fill the tutor position at Central Intermediate School that was left open when Ms. Alexis Weinland resigned.

(2) Joshua Wilson: Mr. Wilson is being recommended to fill the high school math teacher position left open by the resignation of Mrs. Marlaina Greggila.

B. Action Consent Items

1. Emerald Environmental, Inc. Project Proposals: The Project Proposals (3) and General Terms and Conditions for Emerald Environmental, Inc. being recommended for approval will allow Emerald Environmental, Inc. to provide periodic surveillance of all properties that contain asbestos containing building materials (ACBM) in accordance with the Asbestos Hazard Emergency Response Act (AHERA) regulations, 40 CFR 763 Subpart E.

2. Wright Engineering Proposal: The HVAC Assessment & Masterplanning Fee Proposal and General Conditions for Wright Engineering LLC being recommended for approval will allow Wright Engineering to complete an assessment of all school building HVAC systems (with the exception of the current intermediate school). The report Wright Engineering LLC will provide us after the assessment of each system is complete will include the following:

- I. Cover page
- II. Table of contents
- III. HVAC systems existing conditions description and analysis
- IV. Building automation system (BAS) description and modernization recommendations

- V. Plumbing systems existing conditions description and analysis
- VI. Identification of issues found from our investigative work.
- VII. Option(s) for correcting issues.
- VIII. Identification of the antiquated HVAC equipment that should be considered for replacement or rehabilitation.
- IX. Option(s) for replacing or rehabilitating HVAC equipment.
- X. Opinion of probable construction costs for recommended improvements to be used for 5-10 year financial planning.
- XI. Conclusion
- XII. Appendices (as necessary)

- 3. **Memorandum of Understanding:** The memorandum of understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education being recommended for approval modifies the posting period for the math teacher opening at Wadsworth High School recently created through the resignation of Mrs. Marlaina Greggila.
- 4. **Cooperative Purchasing Program Resolution:** The resolution Authorizing Political Subdivision to Participate in the State of Ohio Cooperative Purchasing Program being recommended for approval will allow our school district to participate in contracts distributed by the state of Ohio, Department of Administrative Services, Office of Cooperative Purchasing for the purchase of supplies, services, equipment and certain materials.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: July 1, 2024

The Wadsworth City Board of Education met in Special Session on Monday, July 1, 2024, at 5:00 P.M at Charles R. Parsons Administration Building, 524 Broad Street.

ROLL CALL

Present	Batey, Gordon, Stevens, McComas
Absent	Beck
Administrators	3
Staff	0
Visitors	4

24-07-77 APPROVAL OF BOARD MINUTES

The motion was made by **Gordon**, seconded by **Batey**, to approve the following Board of Education Meeting Minutes:

Regular Meeting June 10, 2024

VOTE: Yea - Gordon, Stevens, McComas, Batey
 Nay - None

Motion Carried,

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

PUBLIC PARTICIPATION

Ben Cargill (LifeWise Board) commented on release time for religion freedom.

ADMINISTRATIVE ITEMS

24-07-78 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **McComas**, to adopt the Personnel Consent Items from the July 1, 2024, Special Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education with a license effective date of July 1, 2024, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the Board.)

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a) Certified Staff

Cole Edgell
Grace Donnelly
Elyssa Hilton
Jordan Kirven

b) Non-Teaching Employees

Riley Davis	(2024-2025)
Susan Edurese	2-yr. contract (2024-2026)
Charlie Reis	

c) Administrators

Richard Sullivan	WHS Asst. Principal
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d) Supplemental Contracts

Dillon Angle	Reserve Boys' Tennis Coach
Jason Ball	Boys' Asst. Tennis Coach (Vol.)
Chris Beery	Indoor Track (Vol.)
	Varsity Boys' Track Coach
Laura Boyert	RTI Member, Gr. 7-12
Camdyn Brady	Varsity Girls' Lacrosse Coach
John Burton	Indoor Track (Vol.)
	Varsity Girls' Track Coach
Megan Dean	Indoor Track (Vol.)
	Varsity Girls' Asst. Track Coach
Amanda Gailey	Indoor Track (Vol.)
Stacey Hornfeck	Reserve Girls' Lacrosse Coach
Zach Humrichouser	Indoor Track (Vol.)
	Varsity Girls' Asst. Track Coach
John Hutchinson	Varsity Boys' Tennis Coach
Cara Johnson	Boys' Asst. Tennis Coach (Vol.)
Robert Kellner	Indoor Track (Vol.)
Ava Knight	Indoor Track (Vol.)
Shannon Korzunowski	RTI Member, Gr. 7-12
Jennifer Manos	RTI Chair, Gr. 7-12
Abbey Martin	RTI Member, Gr. 7-12
Matt McConnell	Indoor Track (Vol.)
	Varsity Boys' Asst. Track Coach
Kade Miros	Musical Theatre Camp

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Sean Neely	Indoor Track (Vol.)
	Varsity Boys' Asst. Track Coach
Kristy Nichol	Boys' Asst. Tennis Coach (Vol.)
Matt Pavlak	Indoor Track (Vol.)
	Varsity Boys' Asst. Track Coach
Greg Pickard	Varsity Baseball Coach
Amanda Reid	Career-Technical Club Advisor (2023-2024)
Aaron Rose	Reserve Boys' Tennis Coach
Caren Schrubb	RTI Member, Gr. 7-12
Jeff Shenker	Varsity Baseball Asst. Coach
Kyle Snyder	Indoor Track (Vol.)
	Boys' & Girls' Varsity Asst. Track Coach
Justin Todd	Weight Room Supervisor (Spring 2025)
	Weight Room Supervisor (Summer 2025)
Steve Webb	Reserve Baseball Coach
David Zsoldos	RTI Member, Gr. 7-12

VOTE: Yea – Stevens, McComas, Batey, Gordon
Nay – None

Motion Carried,

24-07-79 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **Batey**, to adopt the Action Consent Items B from the July 1, 2024, Special Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to add Tyler Survey to the list of 2024 graduates, having met all State and local requirements.
2. Recommendation to accept the following donations:
 - a) Spunkmeyer's Pub & Grill \$470
 - b) Wadsworth All Sports Boosters \$540
3. Recommendation to approve the 2026-2027 school year calendar.
(ATTACHED)
4. Recommendation to approve a second reading and adoption of revised Board of Education Policy 5223, Released Time for Religious Instruction.
5. Recommendation to approve the proposed class fees for the 2024-2025 school year.

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6. Recommendation to set the breakfast and lunch prices for students for the 2024-2025 school year as follows:

Breakfast	\$1.70
Lunch (Students K-4)	\$2.70
Lunch (Students 5-8)	\$2.80
Lunch (Students 9-12)	\$3.00
Milk Only	\$0.50

7. Recommendation to set adult breakfast and lunch prices for the 2024-2025 school year as follows:

Breakfast	\$2.10
Lunch	\$4.55

8. Recommendation to approve the Memo of Understanding Regarding Students Placed in the Medina County Juvenile Detention Center between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2024-2025 school year. (ATTACHED)
9. Recommendation to approve the Evolve Academy Agreement between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2024-2025 school year. (ATTACHED)
10. Recommendation to approve the Evolve Academy Agreement Addendum between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2024-2025 school year. (ATTACHED)
11. Recommendation to approve the memorandum of understanding between the Wadsworth Educational Support Personnel Association OEA/NEA and the Wadsworth City School District Board of Education. (ATTACHED)
12. Recommendation to approve the following Memorandums of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education: (ATTACHED)
- a) Kindergarten teacher beginning of the 2024-2025 school year schedule.
 - b) Carpentry teacher compensation for work completed outside of the work year.

RECORD OF PROCEEDINGS

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13. Recommendation to approve the Memorandum of Understanding for ADAMH Board Participation in the Wadsworth City School District Drug Testing Program for the period of July 1, 2024 through June 30, 2025. (ATTACHED)
14. Recommendation to approve the Agreement for Admission of Tuition Pupils Pursuant to Section 3313.841 ORC between the Educational Service Center of Northeast Ohio and the Wadsworth City School District Board of Education for the 2024-2025 school year. (ATTACHED)
15. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between Cross Thread Solutions LLC and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2025. (ATTACHED)
16. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Agreement for STRS/SERS Covered Services between Cynthia Shevel and the Wadsworth City School District Board of Education for the period of August 1, 2024 through June 30, 2025. (ATTACHED)
17. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Dentist Agreement and Waiver of Liability and Release Form between Dr. Alex McIlvaine and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2025. (ATTACHED)
18. Recommendation to approve the Wadsworth City School District Board of Education Independent Team Physician Agreement between Dr. Jeffrey Burkey and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2025. (ATTACHED)
19. Recommendation to approve an overnight trip for Show Choir participants to Heidelberg University from July 7 through July 13, 2024.
20. Recommendation to approve the Articulation Agreement between the University of Northwestern Ohio and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2029. (ATTACHED)
21. Recommendation to approve the Articulation Agreement between Matrix Trade Institute and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2029. (ATTACHED)

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22. Recommendation to approve the Sing Me A Story Commission Agreement between the Sing Me A Story Foundation and the Wadsworth City School District Board of Education. (ATTACHED)
23. Recommendation to approve the Wadsworth City School District Board of Education Independent Team Physician Agreement between Dr. Michael Boyer and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2025. (ATTACHED)
24. Recommendation to determine the following students are impractical to transport for the 2024-2025 school year:
 - a) Trent Gornowicz Total Education Solutions
 - b) Ray Koeberle Archbishop Hoban High School
25. Recommendation to approve the revised Four Cities Compact Salary Exempt Employee Benefit Provisions Manual. (ATTACHED)

VOTE: Yea – McComas, Batey, Gordon, Stevens
Nay – None

Motion Carried,

ITEMS OF THE TREASURER

24-07-80 Upon the recommendation of Treasurer Beeman, the motion was made by **McComas**, seconded by **Gordon**, to adopt the Action Item of the Treasurer from the July 1, 2024, Special Meeting, as presented:

A. ACTION ITEM

1. Recommendation to approve the FY 24 Advance and Transfers Report. (ATTACHED)
2. Recommendation to make amendments to the FY 24 Certificate of Revenue. (ATTACHED)
3. Recommendation to adopt final FY 24 Appropriations. (ATTACHED)
4. Recommendation to approve the initial FY 25 Certificate of Revenue. (ATTACHED)
5. Recommendation to adopt Temporary FY 25 Appropriations. (ATTACHED)

VOTE: Yea – McComas, Batey, Gordon, Stevens
Nay – None

Motion Carried,

RECORD OF PROCEEDINGS

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BOARD MEMBER ITEMS

24-07-81 The motion was made by **Gordon**, seconded by **Batey**, to adopt the Board Member Items Ratification of Resignations from the July 1, 2024, Special Meeting, as presented:

A. Ratification of Resignations

- | | | | |
|----|---------------------|----------------------------------|-------------------|
| 1. | Valerie Dannemiller | Non-Teaching Employee | (retire 06/01/24) |
| 2. | Matt McConnell | 7th Grade Boys' Basketball Coach | |
| 3. | Matthew Milano | Certified Teacher | (eff. 08/19/24) |
| 4. | Mia O'Connor | Non-Teaching Employee | (retire 07/01/24) |
| 5. | Sarah Roe | Non-Teaching Employee | (eff. 06/13/24) |

VOTE: Yea – Batey, Gordon, Stevens, McComas
Nay – None

Motion Carried,

EXECUTIVE SESSION

WHEREAS, a public board of education may hold an executive session only after a majority of a quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

A. ***To consider one or more, as applicable, of the check-marked items with respect to a public employee or official:***

1. Appointment
2. ***Employment***
3. *Dismissal*
4. *Discipline*
5. Promotion
6. Demotion
7. Compensation
8. Investigation of charges/complaints (unless public hearing requested).

B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.

C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

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- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- E. ***Matters required to be kept confidential by Federal law or rules or State statutes.***
- F. Regularized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoid prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the Wadsworth City Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2 and E as listed above.

EXECUTIVE SESSION

24-07-82 The motion was made by **Gordon**, seconded by **McComas**, to enter Executive Session at **5:23** p.m.

VOTE: Yea – Gordon, Stevens, McComas, Batey
Nay – None

Motion Carried,

EXECUTIVE SESSION recessed at **5:42** p.m.

ADJOURNMENT

24-07-83 The motion was made by **Gordon**, seconded by **Stevens**, to adjourn at **5:43** p.m.

VOTE: Yea – Stevens, McComas, Batey, Gordon
Nay – None

Motion Carried,

(Signed) _____
Jill Stevens, President

(Attested) _____
Douglas D. Beeman, Treasurer

MARY HOOLIHAN

ELEMENTARY EDUCATOR, GRADES 1-8

CONTACT

EDUCATION

M.S. IN EDUCATION
WALDEN UNIVERSITY
2005

B.S. IN EDUCATION
MIAMI UNIVERSITY
2000

LICENSURE

OHIO DEPT. OF EDUCATION
ELEMENTARY (1-8)

PROFESSIONAL OVERVIEW

A dedicated, enthusiastic educator with 17+ years of teaching experience in early and middle childhood classrooms. Adept at using positive reinforcement to foster the academic, social and emotional development of every child. Seeking an elementary or middle school teaching position.

TEACHING EXPERIENCE

EL TUTOR

AKRON PUBLIC SCHOOLS; AKRON, OHIO | 2023-PRESENT

- Individualized reading and writing instruction for EL students in grades K-5
- Created instructional materials and assessments aligned to the OELPA

SUBSTITUTE TEACHER

COPLEY-FAIRLAWN CITY SCHOOLS; COPLEY, OHIO | 2021-PRESENT

- Implemented lessons across all subject areas in grades K-8
- Served in long-term positions in kindergarten and sixth grade LD

PRESCHOOL TEACHER

FAIRLAWN LUTHERAN PRESCHOOL; FAIRLAWN, OHIO | 2014-2022

- Developed, taught and evaluated curriculum for the two-year-old parent/child class
- Aligned lessons and materials with Ohio Early Learning and Development Standards
- Provided guidance and support to parents with regard to their children's cognitive and social/emotional development

3RD/4TH GRADE TEACHER

HERBERICH PRIMARY SCHOOL; AKRON, OHIO | 2003-2009

- Fostered a safe, supportive classroom climate through the use of various management strategies and organizational practices
- Designed and implemented standards-based assessments aligned with math OST's
- Communicated and maintained a positive rapport with students, parents and staff
- Served as the Language Arts Curriculum Coordinator for grades K-4

5TH/6TH GRADE SLD TUTOR

COPLEY-FAIRLAWN MIDDLE SCHOOL; COPLEY, OHIO | 2001-2003

- Individualized instruction for students with specific learning disabilities
- Collaborated with classroom teachers to modify instructional materials and assessments
- Designed behavioral modification plans to increase on-task behavior and improve student achievement
- Wrote and evaluated Individualized Education Plans

Josh Wilson

High School Mathematics/History Teacher

WORK EXPERIENCE

Barberton High School - Algebra I and U.S. History Teacher

2022 - current

Barberton, OH

- Create and implement lesson plans to engage and guide the learning process of a diverse selection of learners.
- Analyze data using MAP testing, ALEKS, and custom-authored OST assessments to develop appropriate advancements in rigor for individual students and classroom focus
- Collaborate with colleagues to advance and implement best practices for student engagement, academic rigor, and PBIS strategies.
- Partner with Intervention Specialists to meet the needs all students, including appropriate accommodations and modifications to ensure compliance with state and district policy.
- Communicate with parents and community members on a regular basis to build positive relationships that enhance students' learning environment.

Barberton High School and Middle School - ISS Monitor/Math Tutor

2010 - 2022

Barberton, OH

- Taught a full-time schedule of Geometry, Financial Algebra, and Life Skills during the 2020-21 'COVID Year', implementing many of the same skills listed above.
- Provided tutoring and support for students in all subjects and grade levels.
- Worked with administration and colleagues to ensure students were provided necessary materials and assignments
- Coordinated with administration and guidance to develop appropriate levels of Positive Behavior Interventions
- Assisted classroom teachers with planning and implementation of day-to-day lessons and classroom functionality.

RELEVANT EXPERIENCE

Head Basketball Coach (8th Grade, Freshmen, JV) - Barberton HS/MS

2010 - 2023

- Planned all practices to improve specific skills based on team and individual performance.
- Provided leadership and mentorship to team members on and off of the court, never lost a team member to mid-season eligibility checks.
- Only two seasons below .500 record, both of which the teams improved their record from the previous season.

Middle School Athletic Director - Barberton MS

2010 - 2015

- Coordinated with district leadership to schedule buses, HVAC, gym usage, and hiring procedures.
- Oversaw scheduling of a fully independent schedule for all MS sports at Barberton MS.
- Organized and facilitated awards banquets for each of the three sports seasons (fall, winter, spring).
- Maintained academic and medical eligibility records of students throughout the school year and summer.

Head Tennis Coach - Barberton HS

2010 - 2013

- Planned all practices to improve specific skills based on team and individual performance.
- Created schedule of all team events including finding matches outside of league activities.
- Improved team record each season.

Head Golf Coach - Barberton HS

2012 - 2013

- Planned all practices to improve specific skills based on team and individual performance.
- Coached district qualifier in only season as coach.

EDUCATION

Walsh University - Bachelor of Arts, AYA Education: Social Studies 7-12

2005 - 2009

North Canton, OH

Western Governors University - Masters of Arts, Secondary Mathematics Education

2018 - 2020

Salt Lake City, UT

CERTIFICATIONS

- Ohio Professional Teaching License 7-12: Integrated Mathematics and Social Studies

REFERENCES

Henry Muren, Barberton High School Principal

Email: hmuren@barbertonschools.org

Joyce Walker, Director of Student Services, Wadsworth City Schools

Email: jwalker@wadsworthschools.org

Ken Rector, Former Head Boys Basketball Coach, Barberton High School

Email: krector@barbertonschools.org



PROJECT PROPOSAL

May 22, 2024

CLIENT:

Brett Tanner
Wadsworth City Schools
332 College Street
Wadsworth, Ohio 44281

PROJECT:

AHERA Services
Periodic Surveillance and Three Year
Re-Inspection Services

The following describes the proposal to perform services associated with the captioned project by the consultant, Emerald Environmental, Inc. (EEI or Consultant). The proposed services will be performed for the client, Wadsworth City Schools (Wadsworth Schools or Client). EEI proposes to provide the services described herein in accordance with the attached General Terms and Conditions, dated August 1, 2021. Said services will be provided pursuant to the fee structure herein.

1. SCOPE OF SERVICES

Wadsworth Schools has requested that EEI provide services associated with the captioned project. These services include:

1.1 Asbestos Hazard Emergency Response Act (AHERA) Periodic Surveillance Services

EEI will conduct periodic surveillance of all properties that contain asbestos containing building materials (ACBM) in accordance with the AHERA regulations, 40 CFR 763 Subpart E. A State of Ohio Certified Asbestos Hazard Evaluation Specialist will visit each property and visually inspect and reassess each type of ACBM every six (6) months. Any changes in the condition of any ACBM will be noted on the surveillance form. Any changes in the condition of any previously identified ACBM will also be noted on the surveillance form. At the conclusion of all surveillance activities, EEI will generate and submit a report to the school district for inclusion with its Asbestos Management Plan.

1.2 Asbestos Hazard Emergency Response Act (AHERA) Three Year Re-Inspection Services

In accordance with 40 CFR 763 Subpart E, 73.88, EEI will perform AHERA three year re-inspections. Each property will be visited and inspected by a State of Ohio Certified Asbestos Hazard Evaluation Specialist in order to ascertain the condition of all known or assumed asbestos containing building materials (ACBM). Materials previously identified as non-friable will be hand touched in order to determine whether the material has become friable since the last inspection. Any new friable materials that are discovered will be noted in the re-inspection report. Any changes in the condition of any previously identified ACBM will be noted in the re-inspection report. Any suspected ACBM not previously identified shall be noted in the re-inspection report and will be characterized as to type (friable or non-friable) and condition (intact, damaged, significantly damaged, etc.). Recommendations shall be made based upon the results of the re-inspection. These recommendations may include, among others, suggestions such as repair or encapsulation of damaged ACBM, removal of damaged ACBM, and/or additional sampling of newly discovered suspected ACBM. After

ENVIRONMENTAL

INDUSTRIAL HYGIENE

WASTE MANAGEMENT



330-677-0785

www.emerald-environmental.com
KENT-AKRON-CLEVELAND



completion of all re-inspection activities, a report will be generated and forwarded to the school district for inclusion with its Asbestos Management Plan.

2. FEE STRUCTURE

2.1 Professional Services

Professional services for this project will be billed at a rate of \$100.00 per hour. This includes time expended on behalf of the client for the performance of services as indicated in the above Scope of Services for this project, inclusive of time expended on the job site, travel time, data review, report generation, and consultation.

This rate is applicable to the first eight (8) hours of each shift during normal working hours (6am to 6pm), Monday through Friday. If additional hours are expended beyond the eight (8) hour shift, or if work is performed after hours or on weekends or holidays, the Client will be billed at a multiple of one and a half (1.50) times the hourly rate. All travel costs (airfare, lodging, meals, etc.) will be billed to client as reimbursable expenses, *was proposed by the client 4/24/2004*

2.2 Analytical Services

No analytical costs are anticipated for this project.

PROJECT COST

3.1 Asbestos Hazard Emergency Response Act (AHERA) Periodic Surveillance Services

Administration Building	\$ 500.00
Central I.S.	<u>\$ 500.00</u>
TOTAL	\$1,000.00

3.2 Asbestos Hazard Emergency Response Act (AHERA) Three Year Re-Inspection Services

Administration Building	\$1,000.00
Central I.S.	<u>\$1,000.00</u>
TOTAL	\$2,000.00

3. CONCLUSION

Our services will be strictly limited to those specific tasks identified herein unless EEI and Client agree, in writing, upon specific changes, additions or deletions to this agreement. We trust that this proposal accurately describes your requirements. We look forward to your approval and assure you that you will receive EEI's attention to all of your needs. If you require additional information, please do not hesitate to contact the undersigned.

This proposal will serve as the contract for the services described herein. If you accept these services for the terms described above, and the attached General Terms and Conditions, please sign and return one copy to EEI and retain the other copy for your records.



Sincerely,

EMERALD ENVIRONMENTAL, INC.

Attachment

5. ACCEPTANCE

I have read and understand this document in its entirety and agree to all terms and conditions contained herein. Issuance of a purchase order by Client and/or the initiation of services by Consultant pursuant to this proposal constitutes acceptance of this proposal, including all terms and conditions contained herein and/or attached.

Wadsworth City Schools

BY:

Signature

Date

Name

Purchase Order Number

GENERAL TERMS AND CONDITIONS

August 1, 2021

Standard of Performance / Warranty

Emerald Environmental Services(the "Contractor") agrees to perform its services, as defined in the Scope of Services (the "Services"), in accordance with the standards for such services which prevail in the industry during the term of this Proposal, with attached General Terms and Conditions (the "Agreement"). No other warranty or representation of the Contractor, express or implied, including but not limited to warranties of fitness for a particular purpose or merchantability, is included in this Agreement or is intended in any proposal, contract, report or other communication between the Contractor and the client (the "Client"). The Contractor accepts no legal responsibility for the purpose for which the Client uses test results, unless otherwise stated by the Contractor in writing, and then only for such stated purpose.

Job Site Information and Documents

The Client will furnish to the Contractor all documents and information known to the Client which relate to the identity, location, quantity, nature of characteristics of any hazardous or toxic substances or waste, or pollutant or contaminant, which is now or has been at any time in the past at, on or under the location(s) where Services are to be performed (the "Job Site") by the Contractor for the Client. In addition, the Client will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents, and other information on surface or subsurface conditions at the Job Site in the possession of the Client which may be necessary or useful to the Contractor in the conduct of the Services. The Contractor is entitled to rely upon documents and information provided by the Client in conducting the Services, and the Contractor assumes no responsibility or liability for the accuracy or completeness of such documents or information, or for any effect upon the Services which is in any way caused by or related to the inaccuracy or incomplete nature of any such documents or information. The Contractor has no duty to make any independent inquiry regarding any information about the Job Site unless the parties specifically express such a duty in writing.

Access to Job Site

The Client hereby grants to or will obtain for the Contractor, its officers, employees, agents, and subcontractors, if any, the right, authority, and permission to enter, to remain upon and to exit the Job Site at the convenience of the Contractor, at any hour of the day or night during the term of this Agreement, for the purpose of performing the Services and for matters incidental thereto.

Job Site Activities

*Bring me
very hard?*
→ The Contractor is responsible only for its activities and those of its employees on the Job Site. The Contractor will not control and has no duty to control the operations of others on the Job Site. The Contractor has no responsibility for general Job Site safety. In addition, it is understood and agreed that the Contractor is not, and has no responsibility as, a handler, generator, operator, owner, treater, storer, transporter or disposer of hazardous or toxic substances or waste, or pollutants or contaminants, found at the Job Site.

Confidentiality

The Contractor shall treat as confidential and proprietary and shall not disclose to others during or subsequent to the term of the Agreement, except as is necessary to perform its obligations pursuant to this Agreement or as may be required by law, court or administrative order, any information (including but not limited to any data, results, reports, records, documents, work product and other descriptive materials, and documents and information furnished to the Contractor by the Client) concerning the Services, without in each instance securing the prior written consent of the Client. This section shall not prevent the Contractor from disclosing to others or using in any manner information which:

- (a) Has been published and has become part of the public domain;
- (b) Has been furnished or made known to the Contractor by third parties (other than those acting, or who have acted directly or indirectly for or on behalf of the Contractor) as a matter of legal right without restriction on its disclosure; or
- (c) Was in the possession of the Contractor prior to the disclosure thereof by the Client.

Indemnification

To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Contractor and its officers, directors, successors, subsidiaries, employees, agents and subcontractors, or otherwise related entities and individuals, if any (collectively, the "Indemnified Parties"), from and against all liability, claims, threatened claims, suits, threatened suits, damages, losses and expenses, whether direct, indirect, incidental or consequential, including but not limited to attorney's fees, court and arbitration costs (collectively, "Losses") arising out of or resulting from: (i) the performance by the Indemnified parties of the Services or activities in connection with Services; (ii) the actual or alleged or threatened discharge, disposal, release or escape of hazardous or toxic substances or wastes, or pollutants or contaminants; (iii) personal injury, illness, death and/or property damage in connection with the Contractor's performance of the Services; and (iv) any act (s), omission(s) or work of others.

cd/20/2004
MB

Limited Liability and Remedy

- (a) The Contractor shall not be liable to the Client, or to anyone who may claim any right due to his relationship with the Client, or any other third-party, for any act(s) or omission(s) in the performance of the Services, including without limitation: (i) the failure to discover any existing hazardous or toxic substances or waste, or pollutants or contaminants; or (ii) the failure to discover hazardous or toxic substances or wastes, or pollutants or contaminants which migrate beneath the Job Site subsequent to the completion of the Services. The Contractor will not be responsible for any interpretations or recommendations generated or made by others, which are based, in whole or in part, on the Contractor's data, interpretations or recommendations.
- (b) Except as provided in subsection (c) below, in no event shall the Contractor be liable for damages of any nature, whether direct, indirect, incidental or consequential, including but not limited to any damages resulting from or relating to any error, omission, or inaccuracy in the performance of the Services or in any report of the results of the Services, or resulting from the presence of any hazardous or toxic substances, waste, pollutants or contaminant, at, on or under the Job Site any time before, during or after the term of this Agreement.
- (c) The Contractor's sole responsibility and liability, and the Client's exclusive remedy, for any breach of the Agreement is limited to the return of the compensation paid to the Contractor by the Client hereunder, without interest.

cd/20/2004
MB

Independent Contractor

The Contractor is an independent contractor retained to perform the Services, and is not an employee, partner, or joint venture of the Client. The Contractor is not authorized to sign or create any obligations or responsibility, express or implied, on behalf of or in the name of the Client in any manner whatsoever, without the express prior written consent of the Client.

Personnel Services / Assignment

This Agreement is a personal services contract, and it is expressly agreed that the rights and interest of the Client and the Contractor may not be sold, transferred, assigned, pledged, or hypothecated. The Agreement shall inure to the benefit of and be binding upon the parties hereto only. The parties do not intend that this Agreement should benefit any third party, and it is expressly agreed that the Contractor shall not be liable

(3)

to any third party for any matter whatsoever arising out of or related to the Contractor's performance of any duty to the Client hereunder.

Subcontract Services / Suppliers

6/22/2021
000
The Contractor reserves the right to subcontract for services, laboratory analyses, and supplies as deemed appropriate for completion of services under this agreement. ~~It is expressly agreed that the Contractor shall not be liable to the client for damages of any nature, whether direct, indirect, or consequential, including but not limited to any damages resulting from or relating to any error, omission, inaccuracy, or delay of a subcontractor to the Contractor.~~ Turnaround times for laboratory analyses may vary depending upon the actual number of samples to be analyzed, the specific analyses to be performed and the current workload of a subcontract laboratory. We will make every reasonable effort to provide subcontract services and supplies in a timely manner. In the event that this deadline becomes unattainable, we will contact you at our earliest indication.

Entire Agreement and Contracting Party

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, oral or written, expressed or implied (including, without limitation, any bid, proposal, or information contained in promotional literature), between the parties with respect to the subject matter hereof. Paragraph captions, table of contents, index, titles, headings, and running headlines contained in this Agreement or any general terms or conditions, do not affect, limit, or cast light on the interpretation of the provisions to which they refer. The parties agree that for the purpose of the Agreement, the contracting party (Contractor) will be only one of the affiliated companies that dba Emerald Environmental or dba Emerald Environmental Services, as such entity is identified by Contractor. Thus, Emerald Environmental Services, Inc. (an Ohio Corporation); Emerald Environmental, Incorporated (an Ohio Corporation) or Emerald Environmental, LLC (NC Limited Liability Company) alone will be the contracting party (Contractor) for the Agreement.

Amendments and Waivers

This Agreement shall not be amended or modified in any respect except by a written instrument signed by the parties hereto. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.

Governing Law/Arbitration/Dispute Resolution.

This Agreement shall be governed by and construed according to the laws of the State of Ohio, without giving effect to the principles of conflicts of law thereof.

a. Except as otherwise provided in this Section, any and all disputes arising under the Agreement that cannot otherwise be resolved as between the parties shall be determined through binding arbitration to be conducted as set forth in this Section and shall be generally conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The parties need not formerly submit such dispute to the American Arbitration Association but will conduct the arbitration in such manner. The judgment upon the award rendered in any arbitration hereunder shall be final and binding on both parties hereto.

b. All disputes and/or claims subject to this Section shall be raised by notice to the other party, which notice shall state with particularity the nature of the dispute and/or claim and the demand for relief, making specific reference by article number and title to the provisions of this Agreement alleged to have given rise to the dispute. Within twenty-eight (28) days after service of said notice the other party shall respond and assert any counterclaims by similar notice. Within twenty-eight (28) days after service of any counterclaim the claimant shall reply.

c. All disputes subject to this Section shall be heard by a panel of three (3) arbitrators (the "Arbitration Panel"), each of which shall be neutral and a member of the American Arbitration Association or otherwise duly qualified, and which Arbitration Panel shall be selected as follows: (a) Each party shall promptly (within fourteen (14) days after close of the pleadings) select one (1) neutral arbitrator and promptly notify the other party of said selection. Within five (5) days thereafter the party not selecting said arbitrator may object to and thus remove such arbitrator, one time in its sole discretion and thereafter for cause; and (b) the two (2) arbitrators selected by the parties shall select a third arbitrator to complete the Arbitration Panel. The arbitration proceedings shall take place at a mutually acceptable location in the State of Ohio within sixty (60) days after the Arbitration Panel is selected.

d. The need for and scope of formal discovery will be determined by agreement of the parties or, if the parties are unable to agree, the Arbitration Panel. The Arbitration Panel will render its opinion/award within thirty (30) days from the date of the hearing. The Arbitration Panel's award will be written and may include findings of fact and conclusions of law. In the event of a formal hearing, each party shall only be allowed a maximum of eight (8) hours to present evidence and/or witnesses.

e. All costs of the Arbitration and the Arbitration Panel shall be borne equally by both parties.

f. Notwithstanding the agreement to arbitrate in this Section, claims within the monetary jurisdiction of Ohio's Municipal Courts, actions for specific performance or price, and/or actions for preliminary injunctive relief may be pursued by either party, at the claimant's option, in a court of competent jurisdiction in the State of Ohio, or pursued in arbitration as set forth above. Each party consents to the venue and jurisdiction of said courts for the purpose of this Section.

Invalid or Unenforceable Provision

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if the invalid and unenforceable provisions were omitted.

Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

Standard Schedule of Charges

Charges will be listed in the Project Proposal or provided separately by Contractor. The prices indicated in the Project Proposal will govern. All time including travel hours spent on the project by professional, technical, and clerical personnel will be invoiced. Unless otherwise stated, any cost estimate presented in the Project Proposal is for budgetary purposes only and is not a fixed lump-sum bid. Client will be invoiced for actual services or supplies expended, in accordance with unit prices set forth in the Project Proposal. All rates are subject to revision upon thirty (30) days' notice to the Client, *and only if proposed by the Client* *JO 6/26/2004*

Reimbursable Expenses

~~2 Expenses, not described in the Scope of Services, incurred by the Contractor in the performance of its Services shall be billed at a multiple of ONE 15/100 (1.15) times the amounts expended by the Contractor.~~ *7/1/2004*

Rush Charges

Typically, an additional charge is assessed for the laboratory analysis which must be analyzed on a "rush" basis. Specific charges for certain rush analyses vary depending upon the type of analysis and the desired turnaround time. *Rush charges need to be pre-arranged with the Client* *JO 6/26/2004*

Analysis of Blanks and Duplicates

Most laboratory analytical procedures require the concurrent analysis of certain blank and duplicate samples. Blanks and duplicates submitted by you for analysis or taken during the course of our activities

relating to this project will be charged at the same rate as the associated samples. In the event that field blanks are not submitted, and the analytical method requires them for proper quantification, laboratory blanks will be analyzed and charged at the corresponding sample rate.

Payment Terms

Invoices are due and payable upon receipt or within 15 days of the date of invoice, whichever is first. The Contractor reserves the right to assess a late charge of the lesser of 1.5% per month or the maximum rate allowed by law on unpaid balances. ~~The Client agrees to pay reasonable attorney's fees, legal costs and other collection costs incurred by the Contractor in pursuit of past due payments. If payment remains past due 30 days from the date the invoice is sent, then the Contractor shall have the right to terminate this Agreement, and all reasonable demobilization and other termination costs will be paid by the Client.~~

cd 2/2/2014
M

Progress Billing

Contractor may elect to prepare progress billings on a monthly basis during the course of projects. Such invoices are payable in accordance with Payment Terms section herein.



PROJECT PROPOSAL

June 30, 2024

CLIENT:

Brett Tanner
Wadsworth City Schools
332 College Street
Wadsworth, Ohio 44281

PROJECT:

Asbestos Hazard Assessment Services
Transportation Building
357 Sunset Blvd.
Wadsworth, Ohio

The following describes the proposal to perform services associated with the captioned project by the consultant, Emerald Environmental, Inc. (EEI or Consultant). The proposed services will be performed for the client, Wadsworth City Schools (Wadsworth Schools or Client). EEI proposes to provide the services described herein in accordance with the attached General Terms and Conditions, dated August 1, 2021. Said services will be provided pursuant to the fee structure herein.

1. SCOPE OF SERVICES

Wadsworth Schools has requested that EEI provide services associated with the captioned project. These services include:

1.1 Asbestos Hazard Assessment Services

*Transportation Bldg
NO 7/6/24*
EEI will conduct a survey to sample and evaluate suspect asbestos containing materials of the ~~Administration Building and Central Intermediate School~~. All areas, including but not limited to pipe chases, roofs, HVAC systems, crawlspaces, and above ceilings, will be surveyed by a Certified Asbestos Hazard Evaluation Specialist. Materials will be sampled in accordance with applicable standards for evaluation of asbestos containing building materials. Building materials will be divided into homogenous sampling areas. Specific areas may need further definition should laboratory results indicate variations in asbestos content. Point count method analysis may be required to confirm polarized light microscopy results. EEI will quantify all asbestos containing material(s) identified during the assessment.

2. FEE STRUCTURE

2.1 Professional Services

Professional services for this project will be billed at a rate of \$100.00 per hour. This includes time expended on behalf of the client for the performance of services as indicated in the above Scope of Services for this project, inclusive of time expended on the job site, travel time, data review, report generation, and consultation.

This rate is applicable to the first eight (8) hours of each shift during normal working hours (6am to 6pm), Monday through Friday. If additional hours are expended beyond the eight (8) hour shift, or if work is performed after hours or on weekends or holidays, the Client will be billed at a multiple of one and a half (1.50) times the hourly rate. All travel costs (airfare, lodging, meals, etc.) will be billed to client as reimbursable expenses, *when pre-approved by the client. per 7/6/24*

ENVIRONMENTAL

INDUSTRIAL HYGIENE

WASTE MANAGEMENT

800-570-0690

www.emerald-environmental.com
KENT-AKRON-CLEVELAND



2.2 Analytical Services

Analytical costs for this project are set forth below.

Polarized light microscopy (PLM) asbestos bulk sample analysis (5 day TAT)	\$ 25.00/sample
Polarized light microscopy (PLM) asbestos bulk sample analysis (1 day TAT)	\$ 40.00/sample
Point count method asbestos bulk sample analysis (5 day TAT)	\$ 40.00/sample
Point count method asbestos bulk sample analysis (1 day TAT)	\$ 60.00/sample
Phase contrast microscopy (PCM) air samples analysis (on site)	\$ 7.50/sample
Transmission electron microscopy (TEM) air sample analysis (rush TAT)	\$100.00/sample
Shipping and Handling	\$100.00/shipment

All shipping and freight costs will be billed to client as reimbursable expenses. Project costs to be billed in accordance with the above unit-pricing schedule for actual work performed.

7/8/2021
DJ

3. PROJECT COST

3.1 Asbestos Hazard Assessment Services

Professional Services	\$1,000.00
Analytical Services (30 samples)	\$ 750.00
Total	\$1,750.00

4. CONCLUSION

Our services will be strictly limited to those specific tasks identified herein unless EEI and Client agree, in writing, upon specific changes, additions or deletions to this agreement. We trust that this proposal accurately describes your requirements. We look forward to your approval and assure you that you will receive EEI's attention to all of your needs. If you require additional information, please do not hesitate to contact the undersigned.

This proposal will serve as the contract for the services described herein. If you accept these services for the terms described above, and the attached General Terms and Conditions, please sign and return one copy to EEI and retain the other copy for your records.

Sincerely,

EMERALD ENVIRONMENTAL, INC.

Attachment

June 30, 2024
Asbestos Services Proposal
Wadsworth City Schools



5. ACCEPTANCE

I have read and understand this document in its entirety and agree to all terms and conditions contained herein. Issuance of a purchase order by Client and/or the initiation of services by Consultant pursuant to this proposal constitutes acceptance of this proposal, including all terms and conditions contained herein and/or attached.

Wadsworth City Schools

BY:

Name

Date



PROJECT PROPOSAL

June 26, 2024

CLIENT:

Brett Tanner
Wadsworth City Schools
332 College Street
Wadsworth, Ohio 44281

PROJECT:

Asbestos Hazard Assessment Services
Maintenance Building
332 College Street
Wadsworth, Ohio

The following describes the proposal to perform services associated with the captioned project by the consultant, Emerald Environmental, Inc. (EEI or Consultant). The proposed services will be performed for the client, Wadsworth City Schools (Wadsworth Schools or Client). EEI proposes to provide the services described herein in accordance with the attached General Terms and Conditions, dated August 1, 2021. Said services will be provided pursuant to the fee structure herein.

1. SCOPE OF SERVICES

Wadsworth Schools has requested that EEI provide services associated with the captioned project. These services include:

1.1 Asbestos Hazard Assessment Services

Maximum Bill 7/8/24 170
EEI will conduct a survey to sample and evaluate suspect asbestos containing materials of the ~~Administration Building and Central Intermediate School~~. All areas, including but not limited to pipe chases, roofs, HVAC systems, crawlspaces, and above ceilings, will be surveyed by a Certified Asbestos Hazard Evaluation Specialist. Materials will be sampled in accordance with applicable standards for evaluation of asbestos containing building materials. Building materials will be divided into homogenous sampling areas. Specific areas may need further definition should laboratory results indicate variations in asbestos content. Point count method analysis may be required to confirm polarized light microscopy results. EEI will quantify all asbestos containing material(s) identified during the assessment.

2. FEE STRUCTURE

2.1 Professional Services

Professional services for this project will be billed at a rate of \$100.00 per hour. This includes time expended on behalf of the client for the performance of services as indicated in the above Scope of Services for this project, inclusive of time expended on the job site, travel time, data review, report generation, and consultation.

This rate is applicable to the first eight (8) hours of each shift during normal working hours (6am to 6pm), Monday through Friday. If additional hours are expended beyond the eight (8) hour shift, or if work is performed after hours or on weekends or holidays, the Client will be billed at a multiple of one and a half (1.50) times the hourly rate. All travel costs (airfare, lodging, meals, etc.) will be billed to client as reimbursable expenses, *when approved by the client. 7/8/24 170*

ENVIRONMENTAL

INDUSTRIAL HYGIENE

WASTE MANAGEMENT

800-570-0690

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KENT-AKRON-CLEVELAND



2.2 Analytical Services

Analytical costs for this project are set forth below.

Polarized light microscopy (PLM) asbestos bulk sample analysis (5 day TAT)	\$ 25.00/sample
Polarized light microscopy (PLM) asbestos bulk sample analysis (1 day TAT)	\$ 40.00/sample
Point count method asbestos bulk sample analysis (5 day TAT)	\$ 40.00/sample
Point count method asbestos bulk sample analysis (1 day TAT)	\$ 60.00/sample
Phase contrast microscopy (PCM) air samples analysis (on site)	\$ 7.50/sample
Transmission electron microscopy (TEM) air sample analysis (rush TAT)	\$100.00/sample
Shipping and Handling	\$100.00/shipment

All shipping and freight costs will be billed to client as reimbursable expenses. Project costs to be billed in accordance with the above unit-pricing schedule for actual work performed.

unproposed by client, 7/8/2024

3. PROJECT COST

3.1 Asbestos Hazard Assessment Services

Professional Services	\$2,000.00
Analytical Services (60 samples)	<u>\$1,500.00</u>
Total	\$3,500.00

4. CONCLUSION

Our services will be strictly limited to those specific tasks identified herein unless EEI and Client agree, in writing, upon specific changes, additions or deletions to this agreement. We trust that this proposal accurately describes your requirements. We look forward to your approval and assure you that you will receive EEI's attention to all of your needs. If you require additional information, please do not hesitate to contact the undersigned.

This proposal will serve as the contract for the services described herein. If you accept these services for the terms described above, and the attached General Terms and Conditions, please sign and return one copy to EEI and retain the other copy for your records.

Sincerely,

EMERALD ENVIRONMENTAL, INC.

Attachment

June 26, 2024
Asbestos Services Proposal
Wadsworth City Schools



5. ACCEPTANCE

I have read and understand this document in its entirety and agree to all terms and conditions contained herein. Issuance of a purchase order by Client and/or the initiation of services by Consultant pursuant to this proposal constitutes acceptance of this proposal, including all terms and conditions contained herein and/or attached.

Wadsworth City Schools

BY:

Name

Date



Hill, Andrew <ahill@wadsworthschools.org>

Re: Wadsworth

1 message

Brian Grimm <bgrimm@emerald-environmental.com>

Tue, Jul 2, 2024 at 10:44 AM

To: "Hill, Andrew" <ahill@wadsworthschools.org>, Brett Tanner <btanner@wadsworthschools.org>, Steve Moore <smoore@wadsworthschools.org>

Andy,

The edits are acceptable. I need to include the other 2 buildings (transportation and maintenance) in the pricing. I am available for a call tomorrow at any time if you'd like me to answer the questions you noted. Thank you.

Brian T. Grimm
Owner

Emerald Environmental Services, Inc.

www.emerald-environmental.com

(800) 570-0690 (O)

1621 St. Clair Avenue | Kent, Ohio 44240



Environmental | Stormwater | Waste Management

Industrial Hygiene | UST Compliance

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From: Hill, Andrew <ahill@wadsworthschools.org>**Sent:** Monday, July 1, 2024 2:19:22 PM**To:** Brian Grimm <bgrimm@emerald-environmental.com>; Brett Tanner <btanner@wadsworthschools.org>; Steve Moore <smoore@wadsworthschools.org>**Subject:** Wadsworth

Good afternoon. I was asked to review your Project Proposal for the Wadsworth City School District. It is my understanding that you are currently creating a revised proposal to include additional scope of work. In reading your initial proposal and General Terms and Conditions, there are provisions that we cannot agree to per the Ohio Revised Code and Ohio Attorney General Opinions (2) and other provisions that we are not comfortable with as written. I can provide the ORC reference and Opinions if needed. I have attached a marked-up document. Once you have a chance to review the attachment, please let me know our next steps. Thank you in advance for working with us through this process.

Andy Hill

Andrew J. Hill, Ed.D.
Superintendent
Wadsworth City School District
330-335-1301 (phone)
524 Broad St.
Wadsworth, OH 44281

CONFIDENTIALITY NOTICE: This message may contain confidential information, including, but not limited to, student personally identifiable information. Such information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, printing, distribution, or the taking of any action in reliance on the contents of the information contained herein is strictly prohibited. If you receive this e-mail message in error, please immediately notify me by telephone at 330-336-3571 to arrange for the return of the original document to me. Please also delete the message from your computer. Thank you.



WRIGHT
ENGINEERING

January 30, 2024

Attn: Brett Tanner
Supervisor of Facilities and Grounds
Wadsworth City Schools

Re: Wadsworth City Schools –HVAC Assessment & Masterplanning Fee Proposal
PN: 041-24-04

Dear Brett:

Thank you for considering our Proposal for engineering services. We have included a specific description of the services we intend to perform for the proposed compensation. Our goal is to provide the best possible value for the engineering services that you need. If in reviewing the services offered in our Proposal you feel we have included too much, or too little just let us know and we will be happy to adjust.

Scope of Our Work:

Our Engineering Services Proposal and our Basic Services fees proposed for this project are based on the following scope, assumptions, and notes. Our understanding is that this study / assessment in general includes the following facilities:

Facility Summary			
Name	Type	Size (SF)	Year Constructed
Admin/Grizzly Academy	K-4	23,013	1953
Middle School	5-8	137,161	2000
Lincoln	K-4	43,540	2000
Franklin	K-4	43,540	2000
High School	9-12	316,775	2012
Valley View	K-4	54,929	2012
Overlook	PK-4	54,929	2012
Isham	PK-4	54,929	2012

Info and Material that will be Necessary for you to Provide

For the purposes of this Proposal, and to properly conduct our work, we will depend on the following to be supplied to us by your office, in sufficient time to be properly coordinated into our work:

- I. Copies of previous contract reference, record, or Contractor's as-built drawings, showing existing walls, services, and utilities in as much detail as possible. This should include all original building drawings, additions/renovations, and alterations of any kind.

DO IT ONCE, DO IT WRIGHT

WWW.WRIGHT-ENGINEERING.COM

Base Services

All normal expenses encumbered by our office in the preparation of our Scope of Our Work, except those indicated as Reimbursable Expenses will be included in our Basic Services Fees to you as a part of this work. Our Basic Services for this project will include the following:

- I. Thoroughly review reference drawings associated with the existing HVAC & plumbing systems.
- II. Field investigative work to comprehensively understand the condition of the existing HVAC systems and equipment. Scope of assessment will include, but is not limited to the following systems:
 - A. Air handling systems: Packaged RTUs, indoor AHUs, dedicated outdoor air system, mini-split cooling systems, fan coil units, terminal equipment etc.
 - B. Central cooling plants
 - C. Central heating plants
 - D. Energy recovery units
 - E. Exhaust fans
 - F. Building Automation Systems
- III. Plumbing system assessment to recommend remedies/solutions for caustic water issues.
- IV. Meetings with the Owner and Contractors to review progress, issues and ideas.

Deliverables

The deliverable of this study is a report which will include the following:

- I. Cover page
- II. Table of contents
- III. HVAC systems existing conditions description and analysis
- IV. Building automation system (BAS) description and modernization recommendations
- V. Plumbing systems existing conditions description and analysis
- VI. Identification of issues found from our investigative work.
- VII. Option(s) for correcting issues.
- VIII. Identification of the antiquated HVAC equipment that should be considered for replacement or rehabilitation.
- IX. Option(s) for replacing or rehabilitating HVAC equipment.
- X. Opinion of probable construction costs for recommended improvements to be used for 5-10 year financial planning.
- XI. Conclusion
- XII. Appendices (as necessary)

Additional Services:

The following general items are not included in our Basic Services in this Fee Proposal (nor any other service not specifically referenced herein) and if requested and mutually agreed upon will be performed as Additional Services requiring additional compensation (see Compensation Section):

1. Any "outside" service not specifically identified herein.
2. Design work.

3. Additional work required to be performed by us to obtain information and material indicated to be provided to us by your office or others elsewhere in this Proposal.

Reimbursable expenses:

This Proposal assumes that your office will compensate Wright Engineering LLC for Reimbursable Expenses in addition to those fees stated herein for Basic Services incurred by us (and our Sub-Consultants as applicable) in the interests of the project for the following items:

1. Testing, measuring or balancing of existing engineered systems to determine existing flow-rates or other data. If we feel that these services are necessary to properly complete the study, then we will request your authorization to hire a certified Testing, Adjusting and Balancing (TAB) contractor. TAB contractor expenses are reimbursable at the rate charged by the TAB contractor without mark-up.

Compensation

Hourly Not to Exceed

We propose to complete the proposed scope of work at our current hourly rates at the time the work is performed, based on the aforementioned conditions, preliminary estimate, Basic Services and scope not to exceed a limit of **\$20,000**, plus reimbursable expenses. Should a scope change or Additional Services as defined herein be requested by your office, with our mutual agreement we propose to work at our standard hourly rates and revise the not to exceed sum as proposed and agreed upon in the supplemental design change order (DCO) form.

Our current hourly fee structure for 2024 is as follows:

2024 Hourly Rate Fee Schedule

Principal:	\$178
PE Engineer:	\$162
Certified Plumbing Designer:	\$148
Director of Production:	\$148
Graduate Engineer:	\$136
Modeling/Drafting:	\$130
Co-op Engineer:	\$70
Word Processing:	\$58

These rates are effective from January 1, 2024 through December 31, 2024, and are subject to change as of January 1, 2025 and annually thereafter.

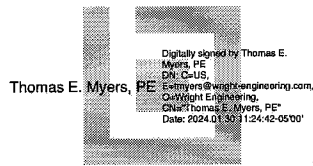
The attached General Conditions are an integral part of this Proposal.

Thank you for the opportunity to present this Proposal. So that we may be sure that our Proposal agrees with your understanding of our involvement in the project, we request your written authorization to proceed based on our Proposal, or your modifications to it prior to the commencement of our work. Please return one copy for our files. Verbal or written requests to proceed with the work included in this Proposal without return of our executed Proposal must constitute your automatic acceptance of the conditions of this Proposal unless modifications to the conditions are mutually agreed upon at a later date.

Proposed by:

Wright Engineering, LLC

Do it once, do it Wright



Thomas E. Myers, PE
Wright Engineering LLC

Approved/Accepted: _____
(Signature)

Date: _____

Print Name: _____

Title: _____

Company Name: _____

GENERAL CONDITIONS for WRIGHT ENGINEERING LLC PROFESSIONAL SERVICE

Invoicing and Payments

Invoicing for this project will be no more frequently than monthly and may be less frequently at Wright Engineering's option. Please advise if special billing formats or reference numbers are requested. Our fees and rates are based on the timely receipt of payment for our services performed. Invoices shall be payable within 30 days after the invoice date.

Please advise if special billing formats or reference numbers are requested. Our fees and rates are based on the timely receipt of payment for our services performed. Invoices shall be payable within 30 days after the invoice date. A service charge of 1-1/2% per month will be applied to the unpaid balance after 60 days. (If the Architect does not receive payment from the client for that portion of the work accomplished by our firm, interest payments shall be waived).

Indemnification

Wright Engineering, LLC and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorney's fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the Project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other party's, or some unrelated third party's negligence. 7/6/2024
MA

Dispute Resolution

All claims, disputes or controversies between the parties to this agreement arising out of, or in relation to the interpretation, application or enforcement of the work performed in accordance with this Proposal shall be decided through non-binding mediation, subject to the parties agreeing to a mediator or mediators. Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of Wright Engineering, LLC.

Hidden Conditions and Hazardous Materials

Wright Engineering, LLC will not be responsible for the discovery, presence, handling, removal or disposal (or the exposure of persons to) hazardous or toxic materials at the jobsite.

Wright Engineering, LLC shall not be responsible for hidden conditions nor any resulting expenses or damages related to encountering unanticipated hidden conditions during construction. A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual examination.

Use of Documents

Conveyance of drawings, specifications or electronic data by the Engineer for the purposes of this project shall not deprive the Engineer of the right to retain electronic data or other reproducible copies of drawings and specifications or the right to reuse information contained in them in the normal course of the Engineer's professional activities. The Engineer shall be deemed the author of such electronic data or documents and shall retain all rights not specifically conveyed.

Unless specifically stated elsewhere in this agreement, the Client shall not use or authorize any other person to use or modify the drawings, specifications, electronic data and other instruments of service prepared by the Engineer for this project for any work other than the work covered by this specific agreement. Reuse without the Engineer's professional involvement will be at the user's risk and without liability to the Engineer.

Reproduction of the professional engineer's stamps of engineers of Wright Engineering LLC, electronically or otherwise, without Wright Engineering LLC expressed and specific written approval, is strictly prohibited by this agreement and may be an illegal act.

Under no circumstances shall the conveyance of the drawings, specifications, electronic data or other instruments of service be deemed a sale by the Engineer, and the Engineer makes no warranties, express or implied, or merchantability or of fitness for a particular purpose.

Interruption or Termination of Services

Wright Engineering LLC reserves the right to renegotiate fees in the event that the project is suspended and later resumed.

This agreement may be terminated by either party upon notifying the other party with 10 days written notice should the other party fail to perform their obligations hereunder. In the event of termination, the Client shall compensate

Wright Engineering LLC for all services rendered to the date of termination, ^{all} reimbursable expenses, and ~~reasonable termination expenses.~~ *ME 7/8/24*

Miscellaneous Provisions

If our design work is required to result in a construction cost below a predetermined or budgeted value, in order to design to this value we must know the amount before we begin working drawings. If we are not advised of this amount before we are instructed to begin working drawings and it later results in a redesign on our part, then the work shall be billed as Additional Services as earlier described in this Fee Proposal.

The Engineer shall perform his services in accordance with that degree of skill and care ordinarily exercised by similarly situated members of the Engineer's profession in the performance of this work in similar locations as the work is being performed. The Engineer does not warrant or represent that the Project will attain any approvals or certifications [other than those expressly stated in the Proposal,] as compliance required to obtain such approvals or certifications may be beyond the control of the Engineer. Neither party to this Agreement may assign the rights or duties under this agreement to other parties not specifically named in the Agreement without written consent of the other party.

This Proposal is valid for a period of 60 days beyond the date of its writing. Please contact us for proposal updates if the Proposal has not been accepted during that time period.

In the absence of any further written agreements or supplements to this agreement between Wright Engineering LLC (The Engineer) and Wadsworth City Schools (The Client), this Proposal shall represent the entire agreement between the parties.



Hill, Andrew <ahill@wadsworthschools.org>

RE: Wadsworth

1 message

Tom Myers <tmyers@wright-engineering.com>

Thu, Jun 27, 2024 at 2:04 PM

To: "Hill, Andrew" <ahill@wadsworthschools.org>, Brett Tanner <btanner@wadsworthschools.org>, Steve Moore <smoore@wadsworthschools.org>

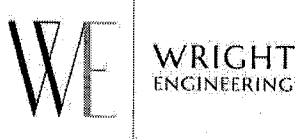
Hello again Andy –

Please see responses to your questions below in red. I have also revised the project proposals to reflect modifications in response to questions 2 & 4.

Thanks again and we look forward to the opportunity to work with you folks!

Thomas E. Myers, PE

Director of Business Development / Mechanical Engineer



Do it Once, Do it Wright

Akron Office

190 N Union St, Suite 303

Akron, OH 44304

www.wright-engineering.com

Akron | Charlotte | Orlando

From: Hill, Andrew <ahill@wadsworthschools.org>**Sent:** Wednesday, June 26, 2024 10:14 PM**To:** Tom Myers <tmyers@wright-engineering.com>; Brett Tanner <btanner@wadsworthschools.org>; Steve Moore <smoore@wadsworthschools.org>**Subject:** Wadsworth

Good evening. I was asked to review the two (2) proposals you provided to the Wadsworth City Schools. After review, there are provisions that we cannot agree to per Ohio Revised Code and Ohio Attorney General Opinions (2) and questions that I have. The issues and questions are as follows:

1. Where is your office located and is this the location that mileage is charged to/from? Main office located in downtown Akron (190 N. Union St.). Milage incurred shall be between Wright Engineering main office and the project site.
2. We are not permitted to agree to the indemnification clause found on page four (4), as it is an open-ended expense that is prohibited by ORC and the said opinions. Can this provision be removed? Yes, we can remove this clause.
3. Where is the principal place of business of Wright Engineering, LLC? In particular, which state? Ohio
4. Is there a list of what constitutes "reasonable termination expenses," as listed on the top of page five (5)? This is an open-ended expense issue. Clause has been removed to eliminate any confusion.
5. Under the reimbursable expenses on page (4) of the Lincoln proposal, can you explain #2 (plotting expenses...)? On some projects the local AHJ/building department requires hardcopies of drawing and specifications for plan review. When this occurs, Wright Engineering will pass along those plotting expenses to the client.

I look forward to your response. Thank you in advance for working with us through this process.

Andy Hill

Andrew J. Hill, Ed.D.

Superintendent

Wadsworth City School District

330-335-1301 (phone)

524 Broad St.
Wadsworth, OH 44281

CONFIDENTIALITY NOTICE: This message may contain confidential information, including, but not limited to, student personally identifiable information. Such information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, printing, distribution, or the taking of any action in reliance on the contents of the information contained herein is strictly prohibited. If you receive this e-mail message in error, please immediately notify me by telephone at 330-336-3571 to arrange for the return of the original document to me. Please also delete the message from your computer. Thank you.

2 attachments



Wadsworth Schools - MS & Franklin Chiller Replacement Study - Eng Fee Proposal (rev 1).pdf
114K



Wadsworth Schools - Lincoln Chiller Replacement Eng Fee Proposal (rev 1).pdf
188K

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the
Wadsworth Education Association

This Memorandum of Understanding is entered into this 8th day of July 2024, pursuant to the *Negotiated Agreement* (hereinafter referred to as “the Agreement”), between the Wadsworth City School District Board of Education (hereinafter referred to as “the Board”), and the Wadsworth Education Association (hereinafter referred to as “the Association”).

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as “the District”); and

WHEREAS, Article XII of the Agreement details Vacancy;

WHEREAS, 12.01A defines a vacancy as follows:

“1. Unless the provisions of Article XII (Reduction In Staff) are implemented, a vacancy in a bargaining unit position shall exist when:

- a. A bargaining unit member dies;*
- b. A bargaining unit member resigns;*
- c. A bargaining unit member retires;*
- d. A bargaining unit member has his/her limited teaching contract nonrenewed or terminated;*
- e. A bargaining unit member is promoted;*
- f. A bargaining unit member goes on a leave for a full school year; or*
- g. A new position is created with the bargaining unit.*

2. This Article shall not restrict reduction by attrition, and shall not restrict the Board’s right to use substitutes to fill openings occurring after the school year begins.” and

WHEREAS, 12.01 B states the following about posting a vacancy:

“1. Any administrative or bargaining unit vacancy or new position shall be communicated to all bargaining unit members via the District email and posted on the District website within ten (10) days of the date on which the vacancy arose.

2. A copy of the notice of vacancies shall be mailed to the Association President at the time it is posted.

3. No vacancy or new position shall be filled until such vacancy or new position has been posted for five (5) workdays during the regular school year or fifteen (15) calendar days during the summer months, provided that vacancies arising after July 10 may be filled ten (10) days after posting.

4. Part-time bargaining unit members who are not selected for a full-time vacancy may request a conference with the interview team chair to discuss the specific reasons for the decision.”

NOW, THEREFORE, the Board and the Association agree as follows:

1. The Board will post and close the vacancy listed below according to the following schedule:

Posting Date:

Monday, July 8, 2024

Closing Date:

Tuesday, July 9, 2024 at 4:00 p.m.

Vacancy:

- High school math teacher

2. The Board may fill the position at any point in time after the closing date and time on July 9, 2024.
3. In addition to an email sent to all Association members listing the vacancy, the Board will send an Alert Now call to all Association members on July 8, 2024. The call will notify the members of the vacancy.
4. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.
5. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

Rob Earle, WEA Co-President

**For the Wadsworth City School District Board
of Education**

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____

Patti Back, WEA Co-President

MODEL RESOLUTION

AUTHORIZING POLITICAL SUBDIVISION TO PARTICIPATE IN THE State of Ohio COOPERATIVE PURCHASING PROGRAM

WHEREAS, Ohio's Cooperative Purchasing Act. (AM. Sub. H.B. No. 100), as signed into law on December 4, 1985; and

WHEREAS, effective March 6, 1986, Ohio's Cooperative Purchasing Act provides the opportunity for counties, townships, municipal corporations, regional transit authorities, regional airport authorities or port authorities and school districts, conservancy districts, township park districts and park districts and other authorities, to participate in contracts distributed by the state of Ohio, Department of Administrative Services, Office of Cooperative Purchasing for the purchase of supplies, services, equipment and certain materials; now therefore,

BE IT ORDAINED BY THE (LOCAL GOVERNMENT UNIT)

Section 1. That the (AUTHORIZED AGENT OF THE LOCAL GOVERNMENT UNIT) hereby requests authority in the name of the (LOCAL GOVERNMENT UNIT) to participate in state contracts which the Department of Administrative Services, Office of State Purchasing has entered into and the Office of Cooperative Purchasing has distributed for the purchase of supplies, services, equipment and certain other materials pursuant to Revised Code Section 125.04.

Section 2. That the (AGENT) is hereby authorized to agree in the name of the (LOCAL GOVERNMENT UNIT) to be bound by all contract terms and conditions as the Department of Administrative Services, Office of Cooperative Purchasing prescribes. Such terms and conditions may include a reasonable annual membership fee to cover the administrative costs which the Department of Administrative Services incurs as a result of (LOCAL GOVERNMENT UNIT) participation in the contract. Further, that the (AGENT) does hereby agree to be bound by all such terms and conditions and to not cause or assist in any way the misuse of such contracts or make contract disclosures to non-members of the Coop for the purpose of avoiding the requirements established by ORC 125.04.

Section 3. That the (AGENT) is hereby authorized to agree in the name of the (LOCAL GOVERNMENT UNIT) to directly pay the vendor, under each such state contract in which it participates for items it receives pursuant to the contract, and the (AGENT) does hereby agree to directly pay the vendor.

RESOLUTION/ORDINANCE MUST BE APPROVED, DATED AND FILED WITH THE OFFICE OF COOPERATIVE PURCHASING PRIOR TO USE OF A CONTRACT.

ADDITIONALLY, THE PAYMENT OF THE APPROPRIATE ANNUAL FEE MUST BE MADE PRIOR TO CONTRACT USE.

Signed _____ Dated _____



Department of
Administrative Services

COOPERATIVE PURCHASING PROGRAM ENROLLMENT FORM

(Please type or print clearly.)

Name of Political Subdivision Wadsworth City Schools

Contact Person Steve Moore Title Asst. Superintendent

Street Address 524 Broad Street P. O. Box _____

City/Village/Township Wadsworth County Medina Zip Code 44281

Phone 330-335-1346 Fax _____ Email smoore@wadsworthschools.org

Please email completed enrollment form and resolution to:

**DAS Office of
Procurement Services**

c/o Cooperative Purchasing Program

das.statepurchasing@das.ohio.gov

State of Ohio Department of Administrative Services

**4200 Surface
Road**

COLUMBUS, OH 43228