

Board of Education
January 9, 2023 4:30 PM
Central Services Board Room

BOARD MEMBERS:

1. Call to Order - Mr. Robert Safdie
2. Moment of Silence and Pledge - Mr. Robert Safdie
3. Approval of Committee Minutes
4. Approval of Sidewalk Awning for Phoenix School
5. CCHS Stadium Steps Update
6. CCHS Tennis Court Demolition Update
7. CCHS Auditorium Update
8. Martin Elementary Crosswalk Update
9. SMHS Fieldhouse/Baseball Hitting Facility Update
10. Third Party Construction Procedure Draft

Motion to approve the construction procedures draft.

VOICE VOTE: (mover-yes) Hale

(seconder-yes) Hamby

Yes: 9, No: 0

MOTION: Motion Carried

11. New Business/Other Discussion
12. Adjournment

**Building and Ground
Committee Meeting
November 18, 2022
Central Services Board Room**

The Building and Grounds Committee met on Friday, November 18, 2022, in the Central Services Board Room where Mr. Robert Safdie called the meeting to order at the approximate hour of 5:47p.m. He welcomed everyone to the meeting and appreciated everyone for attending.

PRESENT:

Mr. Robert Safdie District 2	Rebecca Hamby, District 7
Mr. William Stepp, DOS	Kelly Smith, Principal SMHS
Ms. Teresa Boston, District 8	Nick Davis, District 5
Trent Stokes, Head Baseball Coach, SMHS	Shannon Stout, District 9
Nathan Brown, AD/AP, SMHS	Mo Charnot, Media
Pete Bisby, Booster Club President, SMHS	Mary Kington, Maintenance Supervisor
Rebecca Farley, Elementary Supervisor	Kim Bray, HR Director
Earl Patton, Board Atty	Brian Simpleton, Upland Design

Absent:

- 1. Call to Order** – Mr. Robert Safdie
- 2. Moment of Silence/Pledge of Allegiance** – Mr. Robert Safdie
- 3. Approval of Minutes** – Mr. Robert Safdie

VOICE VOTE: Stout moved to approve.
Davis (seconder-yes)

MOTION: Carried unanimously

4. Discussion of Proposed Meeting Dates

Safdie introduced the agenda item and presented the proposed dates of first Monday of each month at 4:30 unless it falls on a holiday. Safdie asked for input on time. Stepp told him they would make it work anytime. Stout made a motion to approve proposed dates and Davis with the second.

VOICE VOTE: Stout (mover-yes)
Davis (seconder-yes)
All Ayes

MOTION: **Carried unanimously**

5. CCHS Stadium Steps Update

Safdie turned this item over to Kingston. She told everyone that the steps are still in progress and a decision is trying to be made. Safdie asked what process would be taking place in the next few months. She said Mr. Chamberlin is having the contractor that built them (covering with metal) to finish the concrete steps. Boston asked what budget line this would come out of. Kington said she was hoping it would not be a huge burden and could come out of her maintenance budget. She also said the bleacher

company will be returning and repair all the stadium bleachers that they are having an issue with.

6. CCHS Tennis Court Demolition

Safdie introduced this item. He then he asked Kington to update on what will take place. She said the 2 tennis courts closest to the parking lot will be in the auditorium space and will be demolished during that project. She said the district could do a change order and have the other 4 to demolished at the time or do an extra bid for those extra 4 courts during demo. Boston asked if the 2 courts are included in the demo and the project bid, while they are demolishing, could they demo all the courts? She asked if that was extra expense how would the district know? Kington said Chamberlin would let us know what the cost will be. Stepp said he would talk to Chamberlin and get some more solid details. Davis said it was just in process now anyway. Safdie said during budget it would be up the board at that time to discuss and decide how they would pay for replacing the ones that were demolished. Stepp said they would have that discussion at that time, correct. Safdie asked if anyone knew when exactly Mr. Chamberlin would present the RFQ. Stepp said he could get a date. Safdie asked if he needed to appear to B&G or just the board. Boston said she wouldn't want the process to be delayed so maybe present straight to the board. Safdie asked Stepp to send notification of when Chamberlin would appear before the board. Stepp agreed. Boston said a special called meeting could be held, if needed, for approval.

7. Martin Elementary Crosswalk Update

Safdie turned this over to Kington to discuss. She told everyone that the city has received the controller for the flashing lights and hope to have that installed next week and then will begin testing to make sure everything is working properly. Mr. Begley at the city will let us know if anything goes wrong. They are stripping the crosswalk area as soon as weather permits. They are hoping to turn on the flashing light on Dec 14. This will just be the flashing light and it won't stop traffic and you can't use it as a crosswalk. It has to flash for at least 2 weeks before it can go live. They will then wait for school to return and make it go live on Jan 4 or 5. They will contact Mr. Stepp and set up a link from their website to our website. Safdie asked if the light had a button to control. She said yes, there should be one on each side. Stepp said the district has been providing updates in the parent newsletter every week as well on the crosswalk.

8. SMHS Fieldhouse/Baseball Hitting Facility

Safdie asked each board member to give an opening statement if they would like. Davis thanked everyone who had worked on the project thus far. He asked if there were any obstacles currently that would hinder voting. Safdie told Davis to keep that thought in mind and gave Stout the floor to speak with any opening statements. Stout said she echoed Davis' sentiment. Boston then gave her appreciation and said in looking at the drawings she wanted to know exactly what this entails. Safdie asked her to keep her question and asked Hamby if she had anything. Hamby expressed her thanks for what had been done so far. Safdie turned it back to Davis for his question. Davis asked if they were ready to vote. Safdie said there were more questions that needed to be answered. He then asked Stout for questions. Stout asked where exactly this would be positioned on the school ground. Safdie asked Boston for her questions. Boston asked to confirm if this was booster money, she was told yes. She then asked Patton if there was anything that he would require-said she does not want the liability during construction to transfer to the board or district. She wanted to know if there was anything that needed to be signed because it was their project. Patton said yes it was their project but it was the school's project also. Patton said he's not sure exactly how the intersection of those look and don't have an answer. Boston said she knows the contractor has insurance and is bonded but legally she says the property belongs to the district and should someone get hurt during the process of construction, that is her concern. Patton said it's our property, yes, but should something happen during the actual construction then he would assume the bond would take care of that. Patton said everyone could meet with the contractor and hammer out these details. Patton said he doesn't recall there were any issues in this area when the original baseball field house was built. Boston said if Patton tells her nothing is required, then she is happy. Safdie asked when a project of this size happened in the past, Upland Design usually took ownership of it, and they made sure the specs on the design would be met. Since this is not an Uplands project what is the guarantee of

that with this project and how will the district handle the construction phase, making sure the criteria are met? He asked if they would have a partnership with the maintenance dept and affiliates? He said once construction begins there must be a relationship with the maintenance supervisor. Someone answered Safdie and told him that they had reached out to the same people who had participated in the original SMHS design offered to help and SMHS would offer to provide the same level of construction administration services. He said the fire marshal had been contacted to make sure their criteria had been met even though they don't require an inspection, only a city inspection. Safdie asked Kington to present her questions. She said that TN Risk Management told her that it would be cleaner if the district had a copy of the builder's liability insurance and the contract license. She also said the state fire marshal would have to provide an official document stating that it's not classified as a classroom. Someone spoke up and said they reason that has not been presented is because there is a fee, and they were waiting to get board's approval before submitting documents and paying the charge for that. He said the non-review letter would be on file and they would share that with the system. Kington requested that when the building city permit was obtained that she be copied on that. SMHS reps said they had already planned to have the builder's risk policy available just for an extra layer of coverage. They said during the construction phase, before it was turned over to the county, it would be covered under that builders' risk policy. The school system's insurance would only be secondary. Safdie said again that they needed to make sure communication between them, and Kington take place often. SMHS rep said they could have progress meetings on the updates to keep everyone informed. Safdie asked about how involved the booster club president was in the construction. Bisby replied none in the construction, that it was all in the financial side of it. Safdie asked who the lead construction man was. Bisby replied, Joel Hepburn with Hepburn Construction. Safdie asked if he's working and he has a horrible injury on site and his business cannot carry on with the project, then what happens? How is it covered? SMHS rep said the builder's policy would cover that kind of scenario. Patton said there does need to be a contract between the contractor and the BOE. Davis asked if we had built a building before and is there a process to follow that is duplicable? Safdie said the process mostly has been Upland Design being a key in the building process and they handled this type of issues and questions. Davis said he felt like they were talking about stuff they should already know. Boston said under normal circumstances it's been the board's money, and this isn't. She said at the end of the construction it becomes the county's property. She's asking for Patton's guidance on what is needed if the booster is paying for the building but attaching it to our property. Patton said from his standpoint if they donate the money for the construction of a project on school property then that's the intention of where it's going, and that money becomes a gift to the board of education. Boston said that's just why she's wanting to make sure. This would now be the time to create a formal process. Boston said whoever makes a motion to pass this along to the full board needs to incorporate that Stepp and Patton are involved in creating documents to protect the district and move the project forward. Stepp said he's working on a more formal process. Boston said if he (Stepp) and Patton are comfortable with the documents and approval then she's good. SMHS rep told everyone that the planned building is like the one that is currently there visually. He said it will meet all current codes. Better built and less maintenance. Boston asked if access for water is going to be available. She was told yes from the current concession stand building. They will also set another grinder pump at the end of the property. He said the same engineers on the first project will be involved in this one as well. Stepp said the flow of information will continue. It will be pro-actively transparent and professional. Brown said he and Kington have constant communication for all the projects they've worked on thus far and he can even amp that up if needed. Safdie asked if the contractor will provide the paperwork needed and the board approves it then what would be expected from the committee today. He said if the committee approved to move forward, he will formally submit all paperwork and pay fees and go the city and get approval there and the contractor would start their permits. Safdie said it's time for a motion to be made. He made the motion to move forward and approve the project. Davis with the second. The second motion from Safdie is that Stepp, Patton, and Kington work on developing a model process for future projects with boosters and obtain all necessary documents for the continuation of the current project. Davis with a second. Both motions passed unanimously.

VOICE VOTE: Safdie (mover-yes)
Davis (seconder-yes)
All Ayes

MOTION: **Carried unanimously.**

Safdie asked is anything else needed to be discussed. Stepp had information on the update of security film. He said the bids came back for revisions and is back with Nathan Brock in finance and Brock hopes it will be posted on 11-22 for out for bid. Maddox brought up that there are 8 tennis courts and not 6 as previously stated. Upland rep said they could do a bid alternate. When the price on bid day covers the base bid of the 2 tennis courts, they could go back and get an additional bid for the other 6. He said this was just an option for the board, but he recommends that process.

9. Adjournment

Safdie asked for a motion to adjourn. Stout made the motion with Davis with the second.

VOICE VOTE: Stout (mover-yes)
Davis (seconder-yes)
All Ayes

MOTION: **Carried unanimously.**

The meeting was adjourned at approximately 6:43 pm.

Mr. William Stepp, Director of Schools

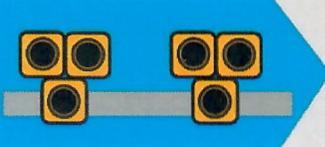
Mr. Robert Safdie
Chairman of the Building & Grounds Committee

Diane McCartney
Executive Assistant for the Director of Schools and Board Secretary

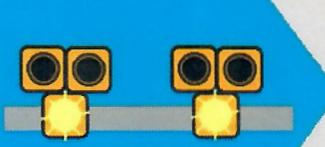
HOW TO USE A PEDESTRIAN HYBRID BEACON

DRIVING

SEE: DO:

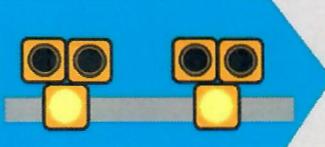


PROCEED WITH CAUTION

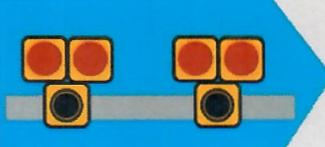


SLOW DOWN
Someone activated the signal with the push button.

FLASHING



PREPARE TO STOP

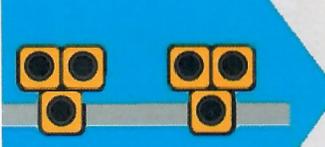


STOP
Someone is crossing



STOP
Proceed with caution when clear

FLASHING



PROCEED WITH CAUTION

CROSSING

SEE: DO:



PUSH BUTTON TO CROSS



WAIT



KEEP WAITING...



START CROSSING



Flashing

FINISH CROSSING
Do not start crossing during countdown



PUSH BUTTON TO CROSS

THIRD PARTY FACILITY CONSTRUCTION/ALTERATION PROCEDURE

Cumberland County School System

1.0 SCOPE:

- 1.1 This procedure outlines the process for request and approval of construction/alterations to CCS facilities, grounds, and/or property by a third party.

2.0 RESPONSIBILITY:

- 2.1 Operations Director
- 2.2 Principals/Site Supervisors
- 2.3 Maintenance Supervisor

3.0 APPROVAL AUTHORITY:

- 3.1 BOE
- 3.2 Director of Schools

4.0 DEFINITIONS:

- 4.1 CCS: Cumberland County School System
- 4.2 Third party: Project not initiated by CCS BOE or Maintenance
- 4.3 BOE: Board of Education

5.0 PROCEDURE:

- 5.1 A proposal with the project description must be submitted to the CCS Building and Grounds Committee and Maintenance Supervisor for review before any construction/alteration takes place. The proposal must include the following:
 - 5.1.1 Letter from the building principal or site supervisor, where there is no principal, requesting alteration to facility or campus, and describing the proposed use of new structure or alteration to existing structure to include:
 - 5.1.1.1 A drawing of the proposed structure or modification with overall dimensions and site location map,
 - 5.1.1.2 Purpose of the project,
 - 5.1.1.3 Timeline of the project,
 - 5.1.1.4 Financing of the construction,
 - 5.1.1.5 Maintenance plan for the finished project, and a
 - 5.1.1.6 Certificate of Incorporation of the group, if applicable.
- 5.2 The proposal is reviewed for utility conflicts, and their effect on CCS systems to ensure



**THIRD PARTY FACILITY
CONSTRUCTION/ALTERATION PROCEDURE**

Cumberland County School System
that the project meets overall goals of the school system and future plans for the site.

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THIRD PARTY FACILITY CONSTRUCTION/ALTERATION PROCEDURE

Cumberland County School System

- 5.2.1 If proposal does not include 5.1.1.1 through 5.1.1.6, and/or there are utility conflicts, and/or it does not meet overall goals of CCS and/or future plans for the site, the proposal is returned to the requestor with an explanation.
- 5.3 If proposal is approved by Maintenance Supervisor, a project recommendation letter from the Maintenance Supervisor is attached to the packet and forwarded through the Operations Director to the Director of Schools. The Director of Schools will forward to the Building and Grounds Committee for consideration then the proposal is returned to the Maintenance Supervisor.
- 5.3.1 If the proposal is accepted by the BOE then a “Conditional Approval” is issued by the Operations Director and a copy is provided to the Maintenance Supervisor.. A “Conditional Approval” is not issued in every case. The issuance of a “Conditional Approval” depends on the scope of the project and the level of complexity and may not be required when all of the following requirements can be met. The third party may proceed in obtaining the following requirements:
- 5.3.1.1 Plans must be designed by a licensed architect or engineer, if building will be used for graded activities or construction cost will be greater than \$25,000, or if the area will exceed 5,000 square feet.
- 5.3.1.2 Maintenance Supervisor is provided a copy of any and all plans.
- 5.3.1.3 Building design must follow Tennessee Fire Regulations, Building Codes and Disabilities Act guidelines (ramps, door sizes, etc.).
- 5.3.1.4 Building space will be adequate to the number of people it will serve, and for the types of activities.
- 5.3.1.5 If the construction or modification is not performed by a licensed contractor then the parties performing the work are required to sign a waiver indemnifying and holding CCS harmless and provide a copy of an adequate insurance policy, adequacy to be determined by the Maintenance Department, that covers damages to existing structures, accidents, and personal injuries during construction **and/or**;
- 5.3.1.6 Construction must be performed by licensed and insured contractor unless authorized by 5.3.1.5.
- 5.3.1.7 Finance Controller Director is notified.
- 5.3.2 If the proposal is not accepted, it is returned to requestor with explanation.
- 5.4 If requirements are met, the proposal goes on for final review by both the Operations Director and the Maintenance Department and other agencies as required.
- 5.4.1 When required, the proposed project is submitted by the designer to the Tennessee State Fire Marshall or other governing agencies for review and approval.



THIRD PARTY FACILITY CONSTRUCTION/ALTERATION PROCEDURE

Cumberland County School System

5.4.2 Once approved, the contracted party may obtain a building permit and a "Final Approval and Notice to Proceed" is issued by the Maintenance Department.

5.4.3 If requirements are not met, proposal goes back to requestor for revisions.

5.5 An agreement between CCS and the proposing group is signed.

5.5.1 If disapproved, proposal goes back to group for revisions and notification is made to the Maintenance Supervisor.

5.6 Upon completion, structure must pass Fire Safety Inspection and any other building inspections required from the city or county. It is the responsibility of the contracted party to ensure compliance and provide proof to CCS.

NOTE: In the event that a contracted party has begun construction on a project and is unable to complete the project for any reason within the time frame agreed upon, or does not meet the requirements as per approved design, CCS Maintenance Department possesses the right to remove, demolish, or take any other action the Maintenance Department deems appropriate. Exceptions to this procedure can only be approved by the Director of Schools and the Building and Grounds Committee.

6.0 PERFORMANCE MEASURES:

6.1 Number of contracted party projects completed per school, per year.

7.0 INTERACTIONS:

7.1 Schools, PTO's, TN Fire Marshall, Contractors, Maintenance Department, booster clubs, athletic associations, and any other persons having a vested interest in the project.

8.0 ASSOCIATED DOCUMENTS:

8.1 Purchasing

8.2 Formal Bid Procedure

8.3 Purchasing and Payment

8.4 CCS Construction/Alteration Agreement

8.5 CCS Contracted Party Waiver

8.6 Project Proposals

8.7 Insurance Policy

9.0 RECORD RETENTION TABLE:

<u>Identification</u>	<u>Storage</u>	<u>Retention</u>	<u>Disposition</u>	<u>Protection</u>
Inspection Records	Maintenance	Indefinitely	Permanent	Secured building



THIRD PARTY FACILITY CONSTRUCTION/ALTERATION PROCEDURE

Cumberland County School System

Construction/ Alteration Agreement	Maintenance	Indefinitely	Permanent	Secured Building
Third Party Waiver	Maintenance	Indefinitely	Permanent	Secured Building
Insurance Policy	Maintenance	Indefinitely	Permanent	Secured Building

10.0 REVISION HISTORY:

<u>Date:</u>	<u>Rev.</u>	<u>Description of Revision:</u>
12/1/2022		Initial Release

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THIRD PARTY FACILITY CONSTRUCTION/ALTERATION PROCEDURE

Cumberland County School System

11.0 FLOWCHART:

11.1 A flowchart detailing this process can be found below.

*****End of procedure*****

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**THIRD PARTY FACILITY CONSTRUCTION/ALTERATION AGREEMENT
CONSTRUCTION/ALTERATION PROCEDURE**

I/we the undersigned have read, understand, and agree to follow Procedure.

THIRD PARTY

Project Supervisor Signature

Date

Contractor/Installer Signature

Date

RECOMMENDATIONS

CCS STAFF

Administrator / Site Supervisor or Designee Signature

Approval: Disapproval:

Date

Maintenance / Signature

Approval: Disapproval:

Date

Deputy Director / Signature

Approval: Disapproval:

Date

/ Signature

Approval: Disapproval:

Date

DIRECTOR OF SCHOOLS APPROVAL/DISAPPROVAL

This project is Approved: Disapproved:

Director / Signature

Date

**THIRD PARTY FACILITY
CONSTRUCTION/ALTERATION PROCEDURE
WAIVER, RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION**

In consideration of me being permitted to participate in any way with the “Activities” involved in construction or modification as detailed in the Cumberland County School System (Hereinafter “CCS”), on property owned, leased, or under general supervision of CCS, I agree:

1. I understand the nature/dangers of **any activities** surrounding or having to do with the construction/modification and believe that I am qualified to participate in such Activity. I further acknowledge that I am aware the activities will be conducted on grounds open to the students and employees of CCS during the Activity. I further agree/warrant that if at any time I believe conditions to be unsafe, I will immediately cease further participation in the Activity.
2. I FULLY UNDERSTAND that: (a) **Construction Type** Activities surrounding the construction/modification of facilities on CMCSS property may involve risks and dangers of **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH** (“Risks”); (b) these Risks and dangers may be caused by my own actions, or inaction’s, the actions or inaction’s of others participating in the Activity, the condition in which the Activity takes place. Or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY AND DEATH incurred as a result of my Participation in the Activity.
3. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE CUMBERLAND COUNTY SCHOOL SYSTEM, their unions, clubs (sports and otherwise), respective administrators, board members, faculty, agents, officers, volunteers, and employees, other participants, and if applicable, any county employees, sponsors or advertisers.(each considered one of the “Releasees” herein) from all liability, claims demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent rescue operations and further agree that if, despite this release, I or anyone on my behalf makes a claim against any of the Releasees named above, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

THIRD PARTY FACILITY

I HAVE READ AND UNDERSTAND THE TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY TENNESSEE LAW AND ANY OTHER APPLICABLE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature

Print Name

Date

Project and Location

PARENTAL CONSENT AND INDEMNIFICATION AGREEMENT

I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such "activity". I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage or cost any Releasees may incur as the result of any such claim.

Signature

Print Name

Date

Project and Location

Parent's Signature
(If under 18)

Parent's Print Name