



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

### Maury County Public Schools

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#### **1.0 SCOPE:**

- 1.1 This procedure outlines the process for request and approval of construction/alterations of facilities to MCPS property by a non-contracted third party.

#### **2.0 RESPONSIBILITY:**

- 2.1 Assistant Superintendent of Operations
- 2.2 Construction Manager
- 2.3 Principals/Assistant Principals

#### **3.0 APPROVAL AUTHORITY:**

- 3.1 Assistant Superintendent of Operations

#### **4.0 DEFINITIONS:**

- 4.1 (MCPS) Maury County Public Schools

#### **5.0 PROCEDURE:**

- 5.1 A proposal with the project description must be submitted to the MCPS Operations Department for review. The proposal must include the following:
  - 5.1.1 Letter from the building principal or assistant principals, 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,



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- 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 MCPS systems to ensure that the project meets overall goals of school system and future plans for the site.
- 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 MCPS and/or future plans for the site the proposal is returned to the requestor with an explanation.
- 5.3 Proposal is approved by the Operations Department. Project recommendation letter from the Assistant Superintendent of Operations or Construction Manager is attached to the packet and presented to the School Board.
- 5.3.1 If the proposal is accepted, then a "Conditional Approval" is issued by the Operations Department. 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 \$10,000, or if the area will exceed 5,000 square feet.
    - 5.3.1.2 Operations Department 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



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sign a waiver (ref. indemnifying and holding MCPS harmless and provide a copy of an adequate insurance policy, adequacy to be determined by the Operations 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 for projects of \$25,000 or greater.

5.3.2 If the proposal is not accepted, it is returned to requestor with explanation.

5.4 Requirements are met and proposal goes on for final review by the Operations Department.

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.

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

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

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

5.5.1 If disapproved, proposal goes back to group for revisions and notification is made to level 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 third party to ensure compliance.

**NOTE: In the event that a Third 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, MCPS Operations Department possesses the right to remove, demolish, or take any other action the Operations Department deems appropriate.**



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**6.0 PERFORMANCE MEASURES:**

6.1 Number of Third 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 MCPS Construction/Alteration Agreement

8.2 MCPS Third Party Waiver

8.3 Project Proposals

**9.0 RECORD RETENTION TABLE:**

<b><u>Identification</u></b>	<b><u>Storage</u></b>	<b><u>Retentio</u></b>	<b><u>Disposition</u></b>	<b><u>Protection</u></b>
Inspection Records	Operations Office	Indefinit	Permanent	Secured building
Construction/ Alteration	Operations Office	Indefinit ely	Permanent	Secured Building
Third Party Waiver	Operations Office	Indefinit	Permanent	Secured Building



**THIRD PARTY FACILITY CONSTRUCTION/ALTERATION AGREEMENT**

**I/we the undersigned have read, understand and agree to follow Third Party Procedure**

*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

**MCPS**

*Construction Manager / Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

*Assistant Supt. of Operations/ Signature* \_\_\_\_\_ *Date* \_\_\_\_\_



**WAIVER, RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION**

(To be used in conjunction with FAC-P004)

In consideration of me being permitted to participate in any way with the "Activities" involved in construction or modification as detailed in the Maury County Public Schools (Hereinafter "MCPS") Procedure on property owned, leased, or under general supervision of MCPS, 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 MCPS 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 MCPS 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 MAURY COUNTY PUBLIC SCHOOLS**, 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.**



**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND IT'S 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