

**Maryville City Schools**  
**833 Lawrence Avenue**  
**Maryville, TN 37803**

**BOARD OF EDUCATION**  
**REGULAR MEETING**

**5:30 PM, MARCH 21, 2022**  
**MARYVILLE HIGH SCHOOL**

**I. CALL TO ORDER**

**CHAIRMAN BLACK**

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE -**

Blake Heckmann, 10<sup>th</sup> Grade

**II. UPDATE FROM MARYVILLE HIGH SCHOOL -**

Heather Hilton, Principal

**III. ADOPT AGENDA**

**IV. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS**

**V. CONSENT AGENDA ITEMS**

1. Approve Minutes of February 7, 2022 meeting (Attachment)
2. Approve Board Policy changes to section 3.209 – Estimating Facility Costs – second reading.
3. Ratify Executive Committee approval for Maryville High School Wrestling Team overnight trip for State Duals Championship in Franklin, TN Funding Source: Athletic Department (Attachment A1)
4. Ratify Executive Committee approval for Maryville High School Swim Team overnight trip for TISCA State Championship in Nashville, TN Funding Source: Athletic Department (Attachment A2)
5. Approve Maryville High School Track & Field Team overnight trip for Mountain Brook Invitational Track Meet in Mountain Brook, AL (Attachment A3)
6. Ratify Executive Committee approval for Maryville High School Girls and Boys Wrestling Team overnight trip for State Individual Wrestling Championships in Franklin, TN Funding Source: Athletic Department (Attachment A4)
7. Approve Maryville High School Ethics Club overnight trip to attend National High School Ethics Bowl in Chapel Hill, NC (Attachment A5)
8. Ratify Executive Committee approval of a contract with Duncan & Sons for janitorial services at Maryville Junior High School and Maryville High School. Funding Source: Operation of Plant (Attachment A6)
9. Approve Maryville High School Chorus overnight trip for All-State Honors in Nashville, TN. (Attachment A7)

**VI. AGENDA ITEMS**

1. Consider purchase of bleachers for the Maryville High School Gym – Funding Source: Capital Outlay - \$347,766.00 (Attachment B1)
2. Consider purchase of a server – Funding Source: Technology - \$90,000.00 (Attachment B2)
3. Consider Board Policy section 4.602 – GPA Calculation and Recognition (Attachment B3)
4. Consider bids for Maryville High School Boiler and Closed Circuit Cooler Replacement – Funding Source: Capital Outlay. (Attachment B4)

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**VII. REPORTS FROM DIRECTOR OF SCHOOLS**

**VIII. RECOGNITION OF STAFF AND STUDENTS**

**IX. COMMENTS FROM BOARD MEMBERS**

**X. ADJOURN**

**Upcoming meeting dates:**

April 11, 2022, 5:30 p.m., Maryville Academy

May 8, 2022, 5:30 p.m., Coulter Grove Intermediate School



**MARYVILLE CITY SCHOOLS**

*Mike Winstead*  
Director of Schools

833 Lawrence Avenue  
Maryville, Tennessee 37803

**February 4, 2022**  
**Maryville City School Board**  
**Executive Committee Meeting**

Approve Maryville High School Wrestling Team overnight trip to Franklin – Funding  
Source: Athletic Department.

APPROVED:

Director of Schools *Mike Winstead* Date 02/04/2022

Chairman, Board of Education *Ni Black* Date 02/04/2022

Maryville Board of Education

Nick Black

Candy Morgan

Chad Hampton

Bethany Pope

Julie Elder



### Request to Release Students for School-Related Events

Teacher: A. CATE Course/Team/Organization: WRESTLING

Event: STATE DUALS CHAMPIONSHIP

Location: FRANKLIN, TN

Dates of Trip (Include Departure/Return Time):

Departure Date: 2/4/22 Departure Time: 10 AM

Return Date: 2/5/22 Return Time: 8pm

Check all that apply:

In-County:  Out-of-County:  \*Overnight:  \*Out of State:   
\*(Requires Board Approval)

Transportation: Walk:  Parents Provide:  Bus:  Number of Buses: 1

Cost for each student: \$ 0 Means of funding trip: Athletic Dept

Educational Purpose:

STATE CHAMPIONSHIP Comp.

Teacher Signature: [Signature] A.D. Date: 2/3/22

Request Approved:  Request Not Approved:

Principal's Signature: [Signature] Date: 2/3/22

Superintendent Signature: [Signature] Date: 2/4/22

\*School Board Approved: [Signature] Date: 2/4/22

#### IMPORTANT REQUIREMENT

Please give classroom teachers a minimum of two weeks' notice of the event.  
To help Administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.



**MARYVILLE CITY SCHOOLS**

*Mike Winstead*  
Director of Schools

833 Lawrence Avenue  
Maryville, Tennessee 37803

**February 4, 2022**  
**Maryville City School Board**  
**Executive Committee Meeting**

Approve Maryville High School Swim Team overnight trip to Nashville – Funding  
Source: Athletic Department.

APPROVED:

Director of Schools *Mike Winstead* Date 02/04/2022

Chairman, Board of Education *Ni Bl* Date 02/04/2022

Maryville Board of Education

Nick Black

Candy Morgan

Chad Hampton

Bethany Pope

Julie Elder





### Request to Release Students for School-Related Events

Teacher: Nick White Course/Team/Organization: Track & Field Team

Event: Mountain Brook Invitational Track Meet

Location: Mountain Brook, AL

Dates of Trip (Include Departure/Return Time):

Departure Date: Friday, April 15

Departure Time: 7:00 am

Return Date: Saturday, April 16

Return Time: 11:00 pm

Check all that apply:

In-County:  Out-of-County:  \*Overnight:  \*Out of State:   
\*(Requires Board Approval)

Transportation: Walk:  Parents Provide:  Bus:  Number of Busses: 1

Cost for each student: \$25

Means of funding trip: Student athletes have helped run off middle school meets to pay for most of it.

Educational Purpose: Compete in a highly competitive meet.

Teacher Signature: Nick White *[Signature]*

Date: February 10, 2022

Request Approved:  \_\_\_\_\_

Request Not Approved:  \_\_\_\_\_

Principal's Signature: *[Signature]*

Date: *2/15/22*

Superintendent Signature: *[Signature]*

Date: *2/15/22*

\*School Board Approved: \_\_\_\_\_

Date: \_\_\_\_\_

#### IMPORTANT REQUIREMENT

Please give classroom teachers a minimum of two weeks' notice of the event. To help Administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.

Please return to Suzanne Click

FEB 10 2022



**MARYVILLE CITY SCHOOLS**

*Mike Winstead*  
Director of Schools

833 Lawrence Avenue  
Maryville, Tennessee 37803

**February 22, 2022  
Maryville City School Board  
Executive Committee Meeting**

Approve Maryville High School Girls and Boys Wrestling Team overnight trip to Franklin, TN– Funding Source: Athletic Budget

APPROVED:

Director of Schools *MB Winstead* Date 02/22/2022

Chairman, Board of Education *Ni Black* Date 02/22/2022

Maryville Board of Education

Nick Black

Candy Morgan

Chad Hampton

Bethany Pope

Julie Elder



**Request to Release Students for School-Related Events**

Teacher: Alex Cate and Jason Hughes      Course/Team/Organization: Girls and Boys Wrestling

Event: State Individual Wrestling Championships

Location: Franklin TN

Dates of Trip (Include Departure/Return Time):

Departure Date: February 24, 2022

Departure Time: 8:00am

Return Date: February 26, 2022

Return Time: up to 9:30pm

Check all that apply:

In-County:       Out-of-County:       \*Overnight:       \*Out of State:   
\*(Requires Board Approval)

Transportation:    Walk:  Parents Provide:  Bus:       Number of Busses: det. By # qualified

Cost for each student: \$0

Means of funding trip: Athletic Budget

Educational Purpose: TSSAA Championships

Teacher Signature: LHarris 

Date: 2/18/2022

Request Approved:  \_\_\_\_\_

Request Not Approved: \_\_\_\_\_

Principal's Signature: 

Date: 2/18/22

Superintendent Signature: 

Date: 2/22/22

\*School Board Approved: 

Date: 2/22/22

**IMPORTANT REQUIREMENT**

Please give classroom teachers a minimum of two weeks' notice of the event.  
To help Administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.

FEB 18 2022

Please return to Rhonda Elkins



### Request to Release Students for School-Related Events

Teacher: Jill Pope Course/Team/Organization: Ethics Bowl

Event: National High School Ethics Bowl

Location: UNC Chapel Hill, NC

Dates of Trip (Include Departure/Return Time):

Departure Date: 4/8/2022 Departure Time: 11:00 a.m.

Return Date: 4/10/2022

Return Time: Leave Chapel Hill no later than 5:00 pm

Check all that apply:

In-County:  Out-of-County:  \*Overnight:  \*Out of State:   
\*(Requires Board Approval)

Transportation: Walk:  Parents Provide:  Bus:  Number of Busses: 2 MCS minivans

Cost for each student: \$ 175.00 Means of funding trip: MHS teacher travel and students

Educational Purpose: To complete in the National High School Ethics Bowl

Teacher Signature: Jill Pope

Date: 3/7/22

Request Approved:

Request Not Approved:

Principal's Signature: Katherine Utell

Date: 3/7/22

Superintendent Signature: Michelle Winters

Date: 3/9/22

\*School Board Approved:

Date: \_\_\_\_\_

#### IMPORTANT REQUIREMENT

Please give classroom teachers a minimum of two weeks' notice of the event. To help Administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.



**MARYVILLE CITY SCHOOLS**

*Mike Winstead*  
Director of Schools

833 Lawrence Avenue  
Maryville, Tennessee 37803

**March 10, 2022**  
**Maryville City School Board**  
**Executive Committee Meeting**

Approve contract with Duncan & Sons for janitorial services – Funding Source:  
Operation of Plant

APPROVED:

Director of Schools *Mike Winstead* Date 03/10/2022

Chairman, Board of Education *Ni Black* Date 03/10/2022

Maryville Board of Education

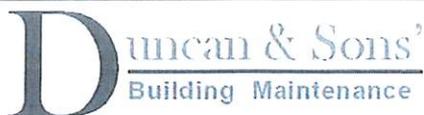
Nick Black

Candy Morgan

Chad Hampton

Bethany Pope

Julie Elder



1401 N. Central, P.O. Box 12287, Knoxville, Tennessee 37912  
 Phone: 865-524-3225 - Fax 865-524-6103

## JANITORIAL SERVICE AGREEMENT

<i>Proposal Submitted To</i>	<b>Maryville Junior High School</b>	<i>Date</i>	March 3, 2022
<i>Address</i>	805 Montvale Station Road		
<i>City</i>	Maryville	<i>State</i>	TN
		<i>Zip</i>	37803
<i>Attention</i>	Melissa Stowers	<i>Phone</i>	865-983-2070

*We propose to provide the following janitorial services:*

**Proposal is based upon janitorial services listed in the attached scope of work and service delivery schedule.**

Janitorial Services 5 (five) days per week	<i>\$15,436.00 Monthly</i>
Election of Service: _____	

Chemicals	<i>\$400.00 Monthly</i>
Election of Service: _____	

Customer agrees to provide all equipment, paper products, trash can liners, and hand soap products.

**Background checks are processed by contractor on all contractor personnel at contractor's expense.**

We Hereby Propose and agree to provide janitorial service, equipment and supplies, complete in accordance with the above specifications, and subject to the terms and conditions found on both sides of this agreement, for the sum of:

**Fifteen Thousand Eight Hundred Thirty-Six and 00/100 Dollars-----\$15,836.00 Monthly**

**Acceptance of Proposal:** The prices, specifications and terms outlined above and on the reverse are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

This agreement shall take effect: 3/10/22

Client: Mike Winstead

Contractor: [Signature]

Date: 3/10/22

Date: 3/08/22



1401 N. Central, P.O. Box 12287, Knoxville, Tennessee 37912  
 Phone: 865-524-3225 - Fax 865-524-6103

## JANITORIAL SERVICE AGREEMENT

<i>Proposal Submitted To</i> <b>Maryville High School</b>	<i>Date</i> <b>March 3, 2022</b>
<i>Address</i> <b>825 Lawrence Avenue</b>	
<i>City</i> <b>Maryville</b>	<i>State</i> <b>TN</b>
<i>Zip</i> <b>37803</b>	<i>Phone</i> <b>865-982-1132</b>
<i>Attention</i> <b>Heather Hilton</b>	

*We propose to provide the following janitorial services:*

**Proposal is based upon janitorial services listed in the attached scope of work and service delivery schedule.**

Janitorial Services 5 (five) days per week	<b>\$19,227.00 Monthly</b>
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Election of Service: \_\_\_\_\_

Chemicals	<b>\$456.28 Monthly</b>
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Election of Service: \_\_\_\_\_

Customer agrees to provide all equipment, paper products, trash can liners, and hand soap products.

**Background checks are processed by contractor on all contractor personnel at contractor's expense.**

We Hereby Propose and agree to provide janitorial service, equipment and supplies, complete in accordance with the above specifications, and subject to the terms and conditions found on both sides of this agreement, for the sum of:

**Nineteen Thousand Six Hundred Eighty-Three and 28/100 Dollars-----\$19,683.28 Monthly**

**Acceptance of Proposal:** The prices, specifications and terms outlined above and on the reverse are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

This agreement shall take effect: 3/10/22

Client: Mike Winstead

Contractor: [Signature]

Date: 3/10/22

Date: 3/08/22

## JANITORIAL SERVICE AGREEMENT

This Janitorial Service Agreement (the "Agreement") is made effective the 10<sup>th</sup> day of March, 2022, between Duncan & Sons Building Maintenance, LLC ("Contractor") and Maryville City Schools ("Client").

1. **Services.** Contractor will provide professional and competent janitorial and related services to Client at the following location(s): Maryville High School 825 Lawrence Avenue Maryville, TN 37803; Maryville Junior High School 805 Montvale Station Road Maryville, TN 37803; according to the specifications attached as Exhibit A.
2. **Term.** This Agreement shall be in effect until June 30, 2023.
3. **Termination.** If Client is dissatisfied with the quality of the services, Client may inform Contractor in writing of the specific areas of dissatisfaction, and if Contractor shall fail to substantially correct the deficiencies within thirty (30) days, Client may then terminate this Agreement by thirty (30) days' written notice to Contractor. Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party, and Contractor may terminate services at any time without notice for nonpayment. All property furnished by Contractor under this Agreement shall remain its property. Upon the termination of this Agreement, Contractor shall have a reasonable time to remove its property from Client's premises.
4. **Price.** Client agrees to pay Contractor on a monthly basis for the services in accordance with the schedule attached as Exhibit B. Payment shall be due within twenty (20) days from the earlier of the date of invoice or the last day of each month for which services were performed. A late charge of the lesser of (a) 1.5% per month or (b) the maximum rate permitted by law, shall be paid by Client to Contractor on any past due payment not received within fifteen (15) days after the payment due date. If Client's account is referred to an agency or attorney for collection, Client shall reimburse Contractor for its attorneys' fees and collection costs. The price is based upon the service area and frequency of services in the attached specifications. If there is any change in either, Client and Contractor agree to negotiate a reasonable price adjustment.
5. **Holidays.** Contractor is not obligated to perform services on the following holidays: Contractor will observe all client calendar holidays. Periodic tasks as required by specifications will be scheduled during certain holidays with approval from the Client. Services on holidays, when requested, shall be charged on an over-time basis.
6. **Indemnification.** Contractor shall indemnify, defend and hold harmless Client from loss, liability, cost, or expense (including reasonable attorneys' fees) for bodily injury, death and property damage (hereinafter referred to as "Claims") but only to the extent same are caused by the negligence, misconduct or other fault of Contractor, its agents and employees, and which arise out of work performed under this Agreement. Notwithstanding the foregoing, if Contractor is required by Client to clean or wax floors when being used by employees, customers, tenants, or business visitors, Contractor shall not be responsible for any Claim in connection therewith. Contractor shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity, or causes beyond Contractor's reasonable control. . Client agrees to keep its facilities in a safe condition and in conformance with federal, state, and local laws, ordinances and regulations. To the extent permitted by law, Client shall indemnify, defend and hold harmless Contractor from Claims to Contractor's employees and others resulting from the dangerous condition of Client's premises or equipment but only to the extent same are not caused by the fault of Contractor or its agents or employees.
7. **Insurance and Taxes.** Contractor agrees to maintain in full force and effect during the term of this agreement the following insurance coverages with regard to the work performed for Client under this Agreement: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate; 2) Commercial Automobile Liability insurance with limits of liability

for bodily injury and property damage of not less than \$1,000,000 per occurrence; 3) Workers' Compensation insurance with statutory limits and with an employers liability limit of at least \$500,000; and 4) Umbrella or Excess Loss Coverage of \$5,000,000 per occurrence. Contractor will provide Client with a certificate of insurance describing the coverage provided in accordance with these provisions and include Client as an additional insured. Contractor, Client and their insurers shall waive all rights of subrogation against one another for property damage claims. Contractor shall be responsible for paying all payroll based taxes affecting its employees. Client agrees to pay for any sales and use taxes.

8. **Independent Contractor.** Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of Client. Contractor will pay for all wages, expenses, federal and state payroll taxes and any similar tax relating to such employees and will provide uniforms in accordance with Contractor's established standards.

9. **Employees.** Contractor is required to comply with applicable laws concerning background checks on contracted companies that do business with school systems in accordance with Tennessee Code Annotated, Section 49-5-4 13. Upon written request by Client, Contractor will remove from service any employee assigned to Client's premises who has engaged in improper conduct, including without limitation, a breach of Client policies or failure to perform the duties herein, provided such request is in accordance with the laws and collective bargaining agreements, if applicable. Contractor shall supervise the janitors through Contractor's designated personnel

10. **Keys.** Contractor shall not be provided master keys to any property. Should access to a master key be required, Client will provide a key box or lock box for such master key(s) at the property.

11. **Notices.** Notices, requests, demands, etc., shall be written and delivered or mailed with postage prepaid

to Client at:

Maryville City Schools  
833 Lawrence Ave  
Maryville, TN 37803

to Contractor at:

Duncan & Sons' Building Maintenance, LLC  
1401 N. Central PO BOX 12287  
Knoxville, TN 37912

ATTN: Mike Winstead

12. **Entire Agreement.** This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and any other contract, purchase order, agreement or specification between the parties, this Agreement shall be controlling. This Agreement shall inure to and bind the successors, assigns, agents and representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Client:

Maryville City Schools

Contractor:

Duncan & Sons Building Maintenance, LLC

By: Mike Winstead

Name: Mike Winstead

Title: Director of Schools

By: [Signature]

Name: Luke A. Duncan

Title: CEO



### Request to Release Students for School-Related Events

Teacher: Byron Davis Course/Team/Organization: Chorus

Event: All-State Honors Chorus

Location: Nashville, TN

Dates of Trip (Include Departure/Return Time):

Departure Date: 4/27/22 Departure Time: 12 pm

Return Date: 4/29/22 Return Time: 11 pm

Check all that apply:

In-County:  Out-of-County:  \*Overnight:  \*Out of State:

\*(Requires Board Approval)

Transportation: Walk:  Parents Provide:  Bus:  Number of Busses: 1

Cost for each student: \$ \$250 Means of funding trip: Students pay field trip fee

Educational Purpose:

Honors ensemble rehearsal and performance with highly qualified clinicians and other All-State honorees from across Tennessee.

Teacher Signature: Byron Davis

Date: 3/9/22

Request Approved:

Request Not Approved:

Principal's Signature: Heather Little

Date: 3/9/22

Superintendent Signature: Bob Wheeler

Date: 3/13/22

\*School Board Approved: \_\_\_\_\_

Date: \_\_\_\_\_

#### IMPORTANT REQUIREMENT

Please give classroom teachers a minimum of two weeks' notice of the event. To help Administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.

Please return to Suzanne Click

MAR 09 2022



**CONTRACT BID PROPOSAL**  
 Steve Ward & Associates, Inc.  
 7330 Cockrill Bend Boulevard  
 Nashville, Tennessee 37209  
 P: 615-350-7310  
 SWAinc.com

**Project:** Maryville HS  
**Location:** Bleachers Maryville, TN  
**Bid Date:** March 15, 2022  
**Revision Date:**  
**1<sup>st</sup> Delivery Date:** Sep/Oct 2022  
**Completion Date:** Sep/Oct 2022

**Revision #:** 01  
**Mobilizations:** 01  
**Phases:** 01

**This Proposal is Based on BuyBoard Contract #583-19**  
**Separate Contracts must be issued for Material and Labor to Secure this Pricing**

**Project Pricing:**

<b>Total Base Bid Price Delivered and Installed</b>	<b>\$315,166</b>
<b>Demo of All Existing Bleachers</b>	<b>+\$32,600</b>

**Inclusions:**

**BASE BID:**

Group 1

VersaTract with Standard Deck Seating Requirements  
 105' (4 Rectangular Sections)  
 8 Seating Rows  
 14" Rise  
 24" Spacing  
 Panelam 5/8 Decking  
 Standard 11 inch Deck Level Filler  
 Wall attached  
 120 VAC, Single Phase IDS Power System  
 496 10" Infinity Seats (18" Wide Seats), Tread Mounted on Telescopic  
 6 - 36" x 24" Recov. Wheel Chair Spaces w/Recoverable Rail  
 6 - ISA Compliant Signs  
 6 - ISA Compliant Companion Signs  
 Galvanized Nose and Rear Beam  
 Aisles #1- #3 are 48 inches wide, with Smart Rail  
 Standard Steel steps including Removable Front Step  
 Rear Access  
 Engineering Certification  
 Estimated Seating Capacity = 496 + 6 Recoverable Wheel Chair Spaces

Group 2 & 3 Identical Groups

VersaTract with Standard Deck Seating Requirements  
 39' - 6" plus left end rails (2 Rectangular Sections)  
 7 Seating Rows  
 10" Rise  
 22" Spacing  
 Panelam 5/8 Decking  
 Standard 11 inch Deck Level Filler  
 Wall attached  
 120 VAC, Single Phase IDS Power System  
 152 10" Infinity Seats (18" Wide Seats), Tread Mounted on Telescopic  
 1 Set of Self Storing End Rails Starting At Row 3  
 2 - 36" x 22" Recov. Wheel Chair Spaces w/No Rail  
 2 - ISA Compliant Signs  
 2 - ISA Compliant Companion Signs  
 Galvanized Nose and Rear Beam  
 Aisles #1 & #2 is 48 inches wide, with Smart Rail  
 Standard Steel steps including Removable Front Step  
 Engineering Certification  
 Estimated Seating Capacity = 152 + 2 Recoverable Wheel Chair Spaces (per group)



**CONTRACT BID PROPOSAL**  
Steve Ward & Associates, Inc.  
7330 Cockrill Bend Boulevard  
Nashville, Tennessee 37209  
P: 615-350-7310  
SWAinc.com

**Project:** Maryville HS Bleachers  
**Location:** Maryville, TN  
**Bid Date:** December 30, 2021  
**Revision Date:**  
**1<sup>st</sup> Delivery Date:** Summer 2022  
**Completion Date:** Summer 2022

**Revision #:** 00  
**Mobilizations:** 01  
**Phases:** 01

B1-2

Group 4 Mezzanine

VersaTract with Standard Deck Seating Requirements  
88' - 6" plus left end rails and right end rails (4 Rectangular Sections)  
14 Seating Rows  
12" Rise  
24" Spacing  
Panelam 5/8 Decking  
Standard 11 inch Deck Level Filler  
Forward fold  
120 VAC, Single Phase IDS Power System With Double Motor Units For Each Section  
683 10" Infinity Seats (18" Wide Seats), Tread Mounted on Telescopic  
2 Sets of Self Storing End Rails Starting At Row 3  
2 - End Curtains  
Rear Rails  
Back Panel  
4 - 36" x 24" Recov. Wheel Chair Spaces w/No Rail  
4 - ISA Compliant Signs  
4 - ISA Compliant Companion Signs  
Galvanized Nose and Rear Beam  
Aisles #1- #3 are 66 inches wide, with Smart Rail  
Standard Steel steps including Removable Front Step  
Aisle Recovery (up to 40")  
Engineering Certification  
Estimated Seating Capacity = 683 + 4 Recoverable Wheel Chair Spaces

- 1) Submittal lead time: Approx.60-120 days after Letter of Intent, Contract Amount, Billing/Shipping Address, and Delivery Schedule provided to SWA.
- 2) Pricing is based on material & fuel surcharges at time of bid. Increases in surcharges will be added as they occur.
- 3) Fabrication lead time: Approx. 12 weeks after final approvals, field dimensions, and all final information returned to SWA.
- 4) Prior to scope being released to production, if the project schedule shifts more than 90 days from the estimated delivery date noted on this proposal, escalation and storage costs will apply. Once scope has been released for production, if the project schedule shifts from what was communicated at the time product was released, storage costs or double handling costs may apply.
- 5) One production, one delivery, with one mobilization. Work performed M-F during normal business hours.

Exclusions:

- 1) **AWI QCP certificates and/or labels on materials and installation. Acceptance of our proposal will require the architect to waive the QCP requirement in writing.**
- 2) Cost escalation.
- 3) Mockups.
- 4) Final connections and power source, including electrical connections.
- 5) OCIP/CCIP participation.
- 6) Certified payroll / Prevailing wage.
- 7) NAUF / FSC / LEED Requirements.
- 8) All building permits. Assumed to be by contractor or owner.
- 9) Any non-standard insurance such as pollution insurance, etc.
- 10) Offsite storage and double handling of materials.
- 11) Multiple mobilizations.
- 12) Payment and performance bond. If required, add \$9.00 per \$1,000.



**CONTRACT BID PROPOSAL**  
 Steve Ward & Associates, Inc.  
 7330 Cockrill Bend Boulevard  
 Nashville, Tennessee 37209  
 P: 615-350-7310  
 SWAinc.com

**Project:** Maryville HS Bleachers  
**Location:** Maryville, TN  
**Bid Date:** December 30, 2021  
**Revision Date:**  
**1<sup>st</sup> Delivery Date:** Summer 2022  
**Completion Date:** Summer 2022

B1-3

**Revision #:** 00  
**Mobilizations:** 01  
**Phases:** 01

**Terms of Proposal:**

- 1) Price is subject to acceptance within 30 days of the date of this proposal.
- 2) **Due to the unprecedented volatility of material prices at this time, Steve Ward & Associates is unable to guarantee the price of certain materials which are contained in this proposal for construction. Steve Ward & Associates requests to discuss the approach for handling excessive escalation before going to contract in order to find a mutually agreeable method for handling excessive escalation that can be added to the subcontract. It also may be required to substitute some materials in order to meet delivery requirements. In that event, SWA assumes Contractor will work with them in good faith to help facilitate those substitutions.**
- 3) Price is based on the schedule above. SWA will coordinate a specific schedule with you, but, as a starting point, SWA has established an initial schedule for this job based on information provided to us. SWA requests to discuss schedule in a scope review meeting to ensure that the plan for the project meets your needs.
- 4) Price is based on being able to deliver and unload material directly adjacent to the building.
- 5) To allow for the fluid nature of the construction industry, we have included a delivery grace period of 90 days before or after the date of the first substantial casework/millwork delivery in the contract schedule. Schedule shifts of more than 90 days in either direction will trigger a charge of 2.5% of the total subcontract value.
- 6) We plan to meet your delivery schedule. To do so, we need to reserve manufacturing capacity well in advance. Scope changes or delivery date changes inside of 120 days prior to delivery, therefore, could cause significant cost and/or schedule impacts based on available capacity at the time.
- 7) To meet the quality standards in the construction documents and to install the products in a continuous and expeditious manner, we need your help to ensure that the jobsite conditions, as spelled out in the specifications, are in place at the time of delivery.
- 8) To keep the warranty intact should jobsite conditions not be ready at the time of delivery, we have an option to store the materials at the factory for a cost.
- 9) Should delivery be requested prior to jobsite conditions being ready, any associated double handling costs are not included in this proposal.
- 10) This proposal is subject to the seller's conditions of sale to the extent set forth herein.
- 11) Due to the unprecedented situation happening around the world with the COVID-19 virus and the potential for follow-on impacts arising from reactions to the outbreak, it is uncertain as to the impact this event will have on manufacturing and supply lead times, shipping, as well as vendor and contractor services and construction activities moving forward. Accordingly, please understand that our quotation today is conditioned upon an acknowledgement and your agreement that, in the event the COVID-19 virus directly or indirectly delays or impacts our ability to perform, including our ability to obtain requisite materials, equipment, or furnish sufficient labor or supervision, Steve Ward & Associates shall not be deemed in default and the parties shall agree to negotiate a modification of the contract scope, schedule or method of performance to appropriately address the impacts of such event. We will notify you promptly in the event of such impact and provide our best estimate as to the impact and will continue to update you as the circumstances evolve. Additionally, if awarded this project, Steve Ward & Associates will require an amendment to any and all contract terms & conditions with the following statement: Neither Party shall be liable or in breach of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, by causes beyond its reasonable control and without its fault or negligence, including acts of God, fire, terrorism, war (declared or undeclared), severe weather conditions, earthquakes, epidemics or pandemics (including but not limited to COVID-19), material shortages, insurrection, acts or omissions of contractor's suppliers or agents, any act or omission by any governmental authority, national epidemics or pandemics (including but not limited to COVID – 19), strikes, labor disputes, acts or threats of vandalism or terrorism (including disruption of technology resources), transportation shortages, or vendor's failure to perform (each, an "Excusable Delay"). The delivery or performance date shall be extended for a period equal to the time lost by reason of such delay, including time to overcome the effect of the delay. The Party experiencing Excusable Delay shall use reasonable efforts to continue performance whenever such causes are removed. However, in the event an Excusable Delay continues for a period two (2) contiguous months or more, then either party may, upon 30-days written notice to the other terminate the affected part of this Agreement for convenience.

**Thank you for the opportunity to submit this proposal. We hope that you find it to be your best value.**

**Lizz Wetherall      865-312-9496      lizz@swainc.com**

<b>Maryville City Board of Education</b>			
Monitoring: <b>Review: Biennially, in August</b>	Descriptor Term: <b>GPA Calculation and Recognition</b>	Descriptor Code: <b>4.602</b>	Issued Date: <b>04/11/22</b>
		Rescinds: <b>4.602</b>	Issued: <b>02/11/19</b>

1 It is the desire of the School Board that honors courses, courses for which students receive college  
2 credit, industry certification aligned courses, and Advanced Placement courses receive additional  
3 weight in GPA calculations. The Director of Schools shall develop procedures for GPA calculations,  
4 in accordance with the guidelines set forth by the State Board of Education, which will be  
5 communicated annually in the appropriate Student Handbooks.

#### 6 **REPEATING COURSES IN GRADES 9-12**

7 With the principal's permission, students may repeat courses on a space-available basis under  
8 provisions set forth in this policy.

9 Courses previously failed may be repeated in summer school or during the regular school year.  
10 Students with a final course grade between 50-69 may be eligible for credit recovery.

11 Courses passed with a grade of "B" or better may not be repeated. A passing grade of "C" or lower  
12 may be repeated with principal approval.

13 When a course is repeated, the higher of the two grades shall be computed as part of the accumulated  
14 grade point average. However, both the old and new grades will appear on the student transcript.

#### 15 **CLASS RANKING**

##### 16 For the graduating classes through 2019

17 ~~Maryville City Schools will not rank students other than to identify the Valedictorian and Salutatorian.~~  
18 ~~The Valedictorian and Salutatorian shall have earned the highest and next highest grade point averages~~  
19 ~~using the weighted GPA outlined in the appropriate Maryville High School course catalog. All grades~~  
20 ~~included on the high school transcript shall be used in this calculation.~~

21 ~~To become Valedictorian or Salutatorian, a student must be enrolled in Maryville High School at the~~  
22 ~~beginning of the tenth (10th) grade and attend through the twelfth (12th) grade.~~

23 ~~If there is a tie through the hundredth (100th) of a point for a valedictorian, all students qualify should~~  
24 ~~be named.~~

##### 25 For the graduating classes of 2020 and beyond

26 The weighted GPA will be calculated on all course work as outlined in the Maryville High School  
27 course catalog.

1 Maryville City Schools shall not rank students numerically and a valedictorian and salutatorian will not  
2 be named. Instead for the purpose of honors recognition MCS will use the following Latin System:

- 3 • Summa Cum Laude 4.45 and above
- 4 • Magna Cum Laude 4.25 – 4.44
- 5 • Cum Laude 3.95 – 4.24

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Cross References

Grading System 4.600

Graduation Requirements 4.605

