

Requirements for a
“GIFT-IN-PLACE”
Project on Tennessee Board of Regents property by a
PRIVATE ENTITY

- 1.** A Gift-In-Place project must initially be approved by the State Building Commission. The private entity must submit cost and details of the project to the Tennessee Board of Regents (TBR) Office of Facilities Development (OFD) for review and State Building Commission (SBC) approval in accordance with SBC Policy & Procedures. For new buildings, an “Early Design Phase” presentation to the SBC may be required. Final construction documents must be approved by TBR before construction is started.
- 2.** The Private Entity must ensure compliance with all applicable laws and requirements. A list of the TBR Basic Regulatory Requirements (Section 01 41 15) may be found in the TBR Designers’ Manual. Other federal, state, and local laws and requirements may apply.
- 3.** The Private Entity must provide sufficient protection that the project will be completed and that the State and the Work will not be subject to liens or claims by material suppliers or workmen. For projects valued at \$100,000 or more this protection must be provided in the form of a contract bond in an amount of no less than 100% of the estimated value of the Work executed on the contract bond form published by OFD in its Designers’ Manual (Section 00 61 13). In lieu of the OFD form, the industry standard AIA forms for Performance Bond and Labor and Material Payment Bond, each for 100% of the estimated value of the Work, may be used.
- 4.** The Private Entity must provide sufficient property insurance if the project involves existing State improvements.
- 5.** The Private Entity must protect the State against damage claims incurred incident to the delivery of the project. For projects in excess of \$100,000 value, this must take the form of liability insurance and workmen’s compensation at a level no less than the amount and limits required on comparable SBC projects.
- 6.** The Private Entity must provide sufficient protection against losses due to fire, theft, acts of God, nature, etc. For projects in excess of \$100,000 value, this must take the form of Builders Risk Insurance in amounts no less than that required on comparable SBC projects.
- 7.** Notifications to TBR and/or OFD shall be to:
Dick J. Tracy, Executive Director
Tennessee Board of Regents Office of Facilities Development
Suite 664
1415 Murfreesboro Road
Nashville, Tennessee 37217-2833

Designers’ Manual and State Building Commission link may be found at <http://ofd.tbr.edu>

INSURANCE AND BONDS REQUIREMENTS

for construction on Tennessee Board of Regents property by a Private Entity

1. Notifications to the Tennessee Board of Regents (TBR) and/or its Office of Facilities Development (OFD) shall be to:
Dick J. Tracy, Executive Director, TBR OFD
Suite 664 at 1415 Murfreesboro Road
Nashville, Tennessee 37217-2833

2. Contractor's Liability Insurance

2.1. The company or companies providing coverage shall be licensed to do business in Tennessee by the Tennessee Department of Commerce and Insurance. Contractor shall purchase and maintain throughout the life of this Contract such liability insurance, written in a comprehensive form satisfactory to TBR, as will serve contractual liability and protect Contractor and TBR from claims set forth below which might arise out of or result from Contractor's operations under Contract, whether such operations be by Contractor, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

2.2. Limits of liability provided under Contractor's insurance shall be not less than required by law, or as follow, whichever is greater:

- 1. Comprehensive General Liability**
 - a.** including:
Premises / Operations
Underground, explosion, collapse
Products / Completed Operations
Contractual
Independent Contractors
Broad Form Property Damage
 - b.** Combined single limits for bodily injury and property damage:
Each Occurrence: **\$1,000,000**
Aggregate: **\$2,000,000**
 - c.** Products and Completed Operations to be maintained for one year after final payment.
- 2. Personal injury, with Employment Exclusion deleted:**
Aggregate: **\$50,000**
- 3. Comprehensive Automobile Liability:**
 - a.** Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.
 - b.** Bodily injury and property damage combined single limits:
Each Occurrence: **\$500,000**
- 4. Workers Compensation and Employer's Liability, (without restriction as to whether covered by Workmen's Compensation law):**
 - a.** Workers Compensation: according to statute
 - b.** Employer's Liability: **\$100,000**

2.3. Certificates of Insurance acceptable to TBR attesting to coverage shall be filed with TBR prior to commencement of Work, and shall specifically identify, as confirmation of complete coverage:

- 1.** each element of coverage, except that "Commercial General Liability" shall mean all of the coverages listed in 2.2.1.a unless specifically noted otherwise;
- 2.** not less than limits set forth above;
- 3.** Contractor;
- 4.** Producer;
- 5.** insurance Carrier;
- 6.** Project; and,
- 7.** certificate holder;

2.4. Contractor shall notify TBR in writing of changes in coverage or carrier not later than 30 days after notification of Contractor by producer, or 10 days before Contractor makes a change, whichever occurs first. Contractor shall require that if policies are canceled or modified before expiration date thereof, Producer shall endeavor to mail 10 days prior written notice to certificate holder named therein.

3. Property Insurance

Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof, including interests of TBR, Contractor, subcontractors and sub-subcontractors, and insuring against perils of fire (with extended coverage) and including "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, debris removal, and reasonable compensation for Designer's services and expenses required as a result of such insured loss.

4. Bonds

If the Contract Sum exceeds \$100,000, Contractor shall provide Contract Bond covering faithful performance of contract and payment of obligations arising thereunder, with the form of bond being either the standard OFD form published in its Designers' Manual in the amount of one hundred percent (100%) of the Work value, or the industry standard AIA forms of Performance Bond and Labor and Material Payment Bond each in the amount of one hundred percent (100%) of the Work value. Surety Company issuing bond(s) shall be licensed to transact business in Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for Surety's Attorney-in-Fact attached. Attorney-in-fact who executes bond on behalf of Surety shall be a Tennessee licensed resident agent, and shall affix license number to bond; or, countersignature and license number of a Tennessee licensed resident agent shall be affixed to bond in addition to signature of Attorney-in-Fact.