

Requirements for acceptance of a COMPLETED "in-place"  
**CONSTRUCTION PROJECT**  
on Middle Tennessee State University property by a  
**PRIVATE DEVELOPER**

1. The Developer must submit all plans and specifications to the Middle Tennessee State University (MTSU) Campus Planning/Construction Administration (CPCA) for review and State Building Commission (SBC) approval in accordance with Item 3 of SBC Policy & Procedures, which can be viewed on the internet website <http://www.state.tn.us/finance/cpm/archit.html> . For new buildings, an "Early Design Phase" presentation to the SBC may be required.
2. The Developer must ensure compliance with all applicable federal, state, and local laws and requirements.
3. The Developer 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 CPCA in its Designers' Manual, which can be viewed on the internet. In lieu of the CPCA 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 Developer must provide sufficient property insurance if the project involves existing State improvements.
5. The Developer 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 Developer 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 MTSU and/or CPCA shall be  
to: William T Waits, Interim Assistant VP  
Middle Tennessee State University Office of Campus Planning  
Box 44  
1301 East Main Street  
Murfreesboro, Tennessee 37132

# INSURANCE AND BONDS REQUIREMENTS

for construction on Middle Tennessee State University property by a Private Developer

**1. Notifications** to the Middle Tennessee State University (MTSU)) and/or its Office of Campus Planning shall be to:  
William T Waits, Interim Assistant VP  
Box 44 at 1301 East Main St.  
Murfreesboro, Tennessee 37132

## 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 MTSU, as will serve contractual liability and protect Contractor and MTSU 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 finalpayment.
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 MTSU attesting to coverage shall be filed with MTSU 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 MTSU 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 MTSU, 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.

# BASIC REGULATORY REQUIREMENTS

for construction on Middle Tennessee State University property by a Private Developer

The Regulatory Requirements used for projects on Middle Tennessee State University property are listed below as a convenience and may not be inclusive of all that apply. Others may also apply. Comply with all pertinent codes, standards, regulations and laws.

	Document	Source	Phone
<b>1</b>	1999 Standard Building Code 1999 Standard Gas Code 1997 Standard Plumbing Code 1997 Standard Mechanical Code	Southern Bldg Code Congress Internat'l, Inc. 900 Montclair Road Birmingham, Alabama 35213	(205) 591-1853
<b>2</b>	2003 National Fire Codes (NFPA Standards as listed in NFPA 1, Chapter 2- excluding NFPA 5000)	National Fire Protection Association Customer Service and Sales 11 Tracy Drive, Avon, Massachusetts 02322	(800) 344-3555
<b>3</b>	1996 American National Safety Code (elevators, etc.) ANSIA17-1	American National Standards Institute 345 East 47th Street, New York, New York 10017	(800) 843-2763
<b>4</b>	1996 Edition Tennessee Elevator Law, Rules, Regulations & supplements	Tn. Dept. of Labor Div. of Boiler & Elevator Inspection	(615) 741-2123
<b>5</b>	1997 Edition Boiler and Unfired Pressure Vessel Inspection Law, Rules, & Regulations	3rd Floor Andrew Johnson Tower 710 James Robertson Parkway Nashville, Tennessee 37243	
<b>6</b>	2000 International Energy Conservation Code with 2002 amendments	International Code Council Suite 600 at 5203 Leesburg Pike Falls Church, Virginia 22041	(703) 931-4533
<b>7</b>	ASHRAE standard 90.1-1999 Energy Standards for Bldgs except Low-Rise Residential Buildings ASHRAE standard 90.2-1993 Energy-Efficient Design of New Low-Rise Residential Buildings	ASHRAE 1791 Tullie Circle NE Atlanta, Georgia 30329	(800) 527-4723
<b>8</b>	ASHRAE standard 62-1999 Ventilation for Acceptable Indoor Air Quality		
<b>9</b>	Tennessee Chapters 0780-2-1, Electrical Installations 0780-2-1, Codes & Standards 0780-2-3, Plan & Spec Review 0780-2-18, Equitable Restrooms	Tn. Dept. of Commerce and Insurance Div. of Fire Prevention, Codes Enforcement Section 3rd Floor Davy Crockett Tower 500 James Robertson Parkway Nashville, Tennessee 37243-1162	(615) 741-7190
<b>10</b>	either: CABO/ANSI A117.1-1992 "Accessible and Usable Buildings and Facilities"	Council of American Building Officials 5203 Leesburg Pike, #708 Falls Church, Virginia 22041	(615) 741-6671
	or North Carolina State Building Code Volume 1-C, 1991 w/1996 revs "Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped"	N.C. Dept. of Insurance P.O. Box 26387 Raleigh, North Carolina 27611	
<b>11</b>	Uniform Federal Accessibility Standards, Fed-Std-795, April 1, 1988	ATBCB ATTN: OCE Suite 1000@ 1331 F street ffw Washington, D.C. 20004	(202) 272-5434 (800) 872-2253 Tracy@ ext 30

## STATE BUILDING COMMISSION

### GUIDELINES FOR ACCEPTANCE OF COMPLETED "IN-PLACE" CONSTRUCTION PROJECTS AS GIFTS

The purpose of these guidelines is to establish the conditions precedent for approval by the State Building Commission (SBC) of gift projects that are to be constructed, erected, installed, etc. on land owned or leased by the State, and such gift or gifts are to become the property of the State.

#### *Background*

Due to the ability of private Donors to utilize volunteer labor, accept materials at reduced or no cost, as well as eliminate some of the administrative costs normally associated with State projects, Donors are able to provide improvements more economically and, in some instances, more quickly than if provided by the State's delivery system. This ability by the Donor allows the State to receive benefits that would otherwise not be available or would have to be funded from State funding sources to meet the State's need.

#### *Procedure*

Pursuant to the SBC's authority to approve and supervise all projects involving public or private funds in which the State has an interest granted in TCA 4-15-1 02(a)(I), the following criteria shall apply:

1. The SBC must be presented documentation from the Donee (State governing entity) that the proposed gift will be a needed asset to the State. The State agency will present the funding strategy including source of funds for operations and maintenance of the completed project.
2. The SBC must be presented with documentation from the requesting agency or department that the project cannot be accomplished by competitive processes and the reasons therefor.
3. All plans and specifications must be approved by the SBC in accordance with Item 3 of the State Building Commission Policy & Procedures, relating to project reviews.
4. Donor must assure compliance with all applicable federal, state, and local laws and requirements.
5. The following protections to the State must be provided by the Donor unless waived by the SBC:

- a) Sufficient protection that the project will be completed and that the State 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 executed on the SBC standard contract bond form in an amount of no less than 100% of the estimated value of the project.

- b) Sufficient property insurance if project involves existing State improvements.
- c) Indemnification of the State by the Donor or third party, as determined by the SBC, 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 general SBC projects.
- d) 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 general SBC projects.