



WORTH HILLS GREEK VILLAGE
SMALL PROJECT APPROVAL PACKAGE

CHECKLIST

Small Project Application Form

- _____ Properly completed
- _____ Properly executed by Contractor
- _____ Properly executed by Organization
- _____ Copy of Contract attached
- _____ Drawings / specifications / product technical data attached
- _____ ACORD Certificate for BR attached
- _____ ACORD Certificate for CGL coverage attached
- _____ Satisfactory RFI responses / supplemental information received by TCU from Contractor

General Conditions Form

- _____ Properly completed
- _____ Properly executed by Contractor

For Use by TCU Only

Action by TCU _____
(Date)

_____ Approved as submitted

_____ Approved with conditions (list)

_____ Declined

_____ Contractor notified of TCU action

_____ Initials of authorized representative of TCU



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APPLICATION FORM

Date of Application: _____, 2017

This Application must be submitted to:

TCU Physical Plant
Attn: Director of Building Maintenance
3589 Bellaire Drive North
Fort Worth, TX 76109

Name of Proposed Project or Improvements: _____

Greek Chapter ("Organization") is: _____

Organization's Primary Contact Information:

Name: _____
Company Title: _____
Street Address: _____
City: _____
State and Zip _____
Email: _____
Phone: _____

The Organization's Contractor ("Contractor") is: _____

Contractor's Primary Contact Information:

Name: _____
Company Title: _____
Street Address: _____
City: _____
State and Zip _____
Email: _____
Phone: _____

The Job Site ("site") is: (Insert street address)

The specific area of work is: (Identify the room(s) or space(s) within the building where the Work will occur): _____



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APPLICATION FORM (Cont'd)

Contractor and Organization are submitting this Application to TCU for approval to perform Work in a new residence hall located in the Worth Hills area of TCU's campus. Upon receipt of the completed Application together with all required attachments, exhibits and clarifications, TCU shall examine and evaluate the proposed project information and Contractors qualifications. At the conclusion of that evaluation TCU will provide a response (Approved or Declined) to the Contractor's Primary Contact listed on page 1 of this document.

Before the Contractor commences Work,

- **TCU must approve this Application which must include the required attachments furnished by the Organization and Contractor, and be signed by both entities.**
- **Contractor must sign and return to TCU the Contractor's Agreement to Conditions document.**

Instructions

1. Please attach the following documents:
 - a. A copy of the fully executed contract for Work running between the Contractor and the Organization. The contract must include the full scope of work being provided by Contractor and all subcontracted entities.
 - b. Any drawings or technical data which would help clarify the scope of work.
 - c. Contractor's ACORD certificates of insurance evidencing coverages required to be in force as stipulated in section 7i of the General Conditions.
 - d. If this Application, the General Conditions or any required attachments are excluded, not properly completed or unsigned this Application will be considered to be incomplete.
 - e. TCU will decline all incomplete Applications.
2. Please describe the Work being proposed and specific location inside the building, Attach a drawing or sketch if this would be helpful.

3. Start Date: _____

4. Completion Date: _____



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APPLICATION FORM (Cont'd)

5. Please list your workforce who will be on site.

Name	Position	Trade	Your employee or Subcontractor?

6. What is your Workers Compensation Modifier for this year? _____

CONTRACTOR AND ORGANIZATION HEREBY SUBMIT THIS APPLICATION AS OF
THE DATE FIRST WRITTEN ON PAGE 1.

CONTRACTOR

ORGANIZATION

Print Company Name

Print Organization Name

By _____
Signature of Authorized Individual

By _____
Signature of Authorized Individual

Print Name

Print Name

Title

Title

End of Application Form



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GENERAL CONDITIONS

The Greek Chapter ("Organization") is: _____

The Organization's Contractor ("Contractor") is: _____

Contractor's Primary Contact Information:

Name: _____

Company Title: _____

Street Address: _____

City: _____

State and Zip _____

Email: _____

Phone: _____

The Contract date is: _____

The Job Site is: _____

The "Work" is defined as the scope of work described in the Contract running between the Contractor and the Organization as stipulated above, and as approved by TCU.

Contractor hereby makes this Agreement to strictly follow TCU's General Conditions as follows:

1. If requested by TCU Contractor shall provide clarifications and RFI responses to TCU Physical Plant regarding any matter associated with the Application, General Conditions, or any other project document.
2. Any and all information including technical data and closeout documents submitted by Contractor to TCU shall become property of TCU.
3. Before the Contractor commences Work, TCU must approve the Application Form which shall establish, *inter alia*, the specific scope of work.
4. Allowable Work:
 - a. All Work must meet the baseline requirements of all applicable regulatory codes and requirements including but not limited to, City of Fort Worth, the State of Texas, and the United States of America.
 - b. All Work must meet TCU Standards and requirements for building design, construction, operations and maintenance, and other TCU requirements as set



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GENERAL CONDITIONS (Cont'd)

forth in the Chapter Facility Agreement running between TCU and the Organization.

- c. Installation of drapes and curtains / window treatments with manual operations only. No electric operators.
- d. All upholstery and fabrics must meet, and be no less than, the requirements of Class A (Upholstered Furniture Action Council Standard) or Class I (NFPA) ratings.
- e. Curtains, drapes and fabric wall-hangings must meet, and be no less than, Class A (charred less than 1.5 inches) (FPC).
- f. Installation of art objects on walls. Objects must not exceed 25 lbs. Hangers and hardware must be designed to hold 2x the weight of the object being installed.
- g. Installation of major moveable equipment and furnishings. These items *must not* be affixed to the building. For items which may be prone to tipping, earthquake straps / fasteners are permitted for safety.
- h. Electrically operated equipment / devices / tools / charging mechanisms must plug into wall outlets only.

5. Work Not Allowed:

- a. Any thing or condition that does not meet the baseline requirements of all applicable regulatory codes and requirements including but not limited to, City of Fort Worth, the State of Texas, or the United States of America.
- b. Any thing or condition that does not comply with the prescriptive requirements and standards of TCU.
- c. Any work which would require a permit from any regulatory authority having jurisdiction.
- d. Any work that requires supplemental or auxiliary utilities services for construction or installation.
- e. Any work that requires hoisting, rigging or scaffolding.
- f. Repairs, unless specifically approved by TCU in the description of Contractor's Work.
- g. Modifications of any kind to site improvements adjacent to the building, including porches, retaining walls, seat walls, plant materials, irrigation system, lights, monuments or outdoor sculptures.
- h. Except items specifically approved by TCU, modifications to any portion of the building envelope, building interior, doors, door frames, door hardware, installed accessories such as coat racks, closet accessories, bathroom accessories, existing window blinds, shutters, or any other systems, fixtures or assemblies in the building.
- i. Hardwired electrical connections or any other modifications to electric panels, circuitry, switches / controls, etc., unless specifically approved in writing by TCU.
- j. Modifications to graphics or signage.



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GENERAL CONDITIONS (Cont'd)

6. Job Requirements:

- a. **Quality of Materials, Equipment and Workforce:** Contractor warrants that all materials, products, systems, and equipment incorporated in the Work shall be new and without apparent damage; shall be of quality equal to or higher than that required by the Contract Documents and TCU standards; shall be merchantable and free of defects.

Contractor warrants all labor and services shall be performed in the best and most workmanlike manner by persons skilled in their respective assignments of trades, shall comply with the Contract Documents, and shall be free of defects. Workmen whose work is unsatisfactory, or who are considered in TCU's sole discretion to be unfit or unskilled, or otherwise objectionable, shall be removed from the Work.

- b. **Access** to the job site by Contractor shall be in accordance with established TCU process. Before starting work each day, Contractor shall obtain a Contractor Identification Badge for each member of its workforce, and check out keys as needed from the Control Desk located at 3589 Bellaire Drive North, Fort Worth, TX 76109. At the end of each work day, before leaving campus, the Contractor shall return all badges and keys to TCU's Control Desk. No member of the Organization shall loan any key or swipe card or TCU ID card to the Contractor at any time for any reason.
- c. **Construction utilities** will be provided by TCU by way of existing services at the building, and shall consist of domestic water and basic electrical service. Contractor must have written approval from TCU for any special utility provision. If provided, special utility services shall be at Contractor's sole cost and expense including costs of connection and disconnect, as well as any testing and recommissioning which may be required in order to return the utilities services and building to the original state.
- d. **Material delivery and storage** shall be coordinated by the Contractor so as to avoid interference with TCU activities and traffic flow. Materials shall not be stored outside the building. Materials stored inside the building shall be maintained in a safe condition at all times, and shall be kept in a neat and orderly manner.
- e. **Tools and equipment** shall be the sole responsibility of the Contractor. TCU assumes no liability for damage or loss of any tool or item of equipment belonging to or leased by the Contractor ("tools of the trade"). Nor does TCU assume any liability for the means and methods by which Contractor's workforce uses such tools of the trade. All of Contractor's tools of the trade shall be in good working order and meet OSHA Construction Title 29 CFR 1926. However, if TCU finds any of Contractor's tools of the trade to be out of compliance, the



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GENERAL CONDITIONS (Cont'd)

Contractor must immediately decommission that item or system and remove it from service on the job site.

- f. **Protection of Work and Property:** Contractor shall at all times adequately maintain, guard and protect the Work from damage, and safely guard TCU's property from injury or loss arising in connection with the Work. All damaged property of TCU shall, at Contractor's expense, be repaired or replaced with new property of equivalent quality, appearance, performance, functionality and durability, including installation costs without deduction or reduction for depreciation. All repairs and replacements shall be done only upon approval of TCU whose decision shall be final. Contractor shall adequately protect adjacent property of TCU and the Organization from damage. Any damage to existing structures or the interruption of utility services shall be repaired or restored promptly at the expense of the Contractor.
- g. **Maintaining the Built Environment / Controls:** The Contractor shall take every reasonable precaution to prevent the escape of conditioned air from the building, as well as the introduction of unconditioned air into the building. Contractor and Organization shall not allow building egress doors to be propped open or windows to remain open. TCU may require the Contractor to provide means and measures necessary to achieve the required operating temperature ranges for the building mechanical systems. Such means and measures may include, without limitation, temporary partitions; temporary closures for windows, doors and temporary openings; use of temporary / portable air conditioning or heating units, etc. The Contractor shall at all times control dust, fumes and any airborne particulate resulting from the Work. The Contractor shall use proper and thorough measures to preserve indoor air quality by preventing dust migration outside the area of Work, or into duct work or air moving equipment that may impact other areas of the building. At no time shall dust be allowed to enter occupied areas. TCU may require Contractor to pay for the cost of replacing air filtration media at appropriate intervals during the course of Work. Contractor must not replace air filters unless TCU approves in advance.
- h. **Worker parking** shall be designated by TCU. Contractor shall obtain parking credentials for each vehicle used by Contractor's workforce from TCU Police at 3025 Lubbock Street, Fort Worth, TX 76219. Contractor shall pay for the cost of parking credentials. Any worker vehicles found parked illegally or without valid credential properly displayed will be towed at the vehicle owner's expense.
- i. **Safety:** Contractor is solely responsible for complying with the provisions of OSHA Construction Title 29 CFR 1926. TCU is not responsible for creating or managing Contractor's safety program. If requested by TCU, Contractor shall



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provide a written copy of the job-specific safety program including the name and contact information of Contractor's Safety Director.

- j. **Work hours** shall be 8 am to 4 pm Monday through Friday. TCU reserves the right to change these work hours or amend the Contractor's work schedule in accordance with conditions and circumstances encountered during the progress of the project. Contractor must obtain special permission from TCU to work extended hours or on weekends.
- k. **Inspection of Work:** TCU reserves the right to inspect Contractor's Work and the job site at any time without advance notice. In the event Contractor's Work, or means or methods are found to be non-complying, TCU shall put the Contractor on notice of such noncompliance. At TCU's sole option the Contractor may be given a commercially reasonable amount of time to cure the noncompliance or, in the alternative, TCU may opt to demand Contractor to stop Work immediately and leave campus.
- l. **Clean up and trash removal** shall be the sole responsibility of the Contractor on a daily basis for the duration of the Work. Contractor shall not use TCU dumpsters or trash receptacles or dumpsters unless TCU approves in advance, in writing. At the end of each work day the Contractor shall clean up the area of work and adjacent areas and haul trash away. Contractor is also responsible for keeping streets, sidewalks and planted areas clean from all dirt, debris and oil from work vehicles or equipment.
- m. **Final Cleanup and Acceptance of the Work:** Before final completion of the Work by Contractor, and before final acceptance of the Work by TCU, Contractor shall remove from the TCU's property, and from all public and private property, all tools, trash and waste material, and all surplus material. Contractor shall leave the site clean and safe to TCU standards; the Work shall be made safe and ready for use and operation for its intended purpose.
- n. **Job Closeout:** At the time of final completion of the Work by Contractor, and before final acceptance of the Work by TCU, Contractor shall provide to the Organization and to TCU all record drawings, technical product data, operations and maintenance manuals, warranties, and contact information for service representatives and technical support regarding all applicable elements of the Work. If requested, the Contractor shall schedule a time to meet with the Organization and TCU for instruction and training on setup, usage, and any pertinent operating information on applicable elements of the Work.
- o. **Special requirements:** Contractor and contractor's employees and sub contractors at every tier will treat TCU students, faculty, staff and visitors with respect and courtesy at all times. Offensive or other socially unacceptable behavior will not be tolerated. Prohibited behavior includes but is not limited to:



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- i. Profane, lewd, offensive, inappropriate language or gestures to other construction workers, TCU students, visitors, faculty and staff.
 - ii. Any form of sexual harassment, racial slurs, discrimination or shaming of any kind including printed material, emails, texts, gestures, whistles or cat calls.
 - iii. Any inappropriate clothing.
 - iv. Throwing objects at coworkers or any other person.
 - v. Leaving trash or throwing trash on TCU property.
- p. **Stop Work:** TCU may demand Contractor to suspend work for reasons associated with TCU special activities. If Contractor violates any TCU policy or procedure, TCU may demand Contractor to cease work immediately and leave campus.

7. Insurance and Waiver of Subrogation:

- a. **Builder's Risk:** TCU does not carry Builder's Risk insurance. However TCU may, at its sole discretion may require Contractor to provide Builder's Risk insurance prior to commencement of the Work and thereafter at all times during the performance of the Work maintain, "**All Risk**" ("**Special Causes of Loss**") **Builder's Risk Insurance** insuring the interest of TCU, the Organization, Contractor and Subcontractors (of every tier) as their interest may appear.
- b. **Commercial General Liability:** Contractor shall provide and maintain during the term of the Work and for a period of not less than ten (10) years after completion of the entire Work of the Contract, including any warranty periods (or for such additional period as may be required herein) commercial general liability insurance covering Bodily Injury, Property Damage and Personal Injury on a coverage form at least as broad as the most recent edition of Commercial General Liability Coverage Form (CG 00 01) as published by the Insurance Services Office, Inc., covering losses that occur during the policy period regardless of when the claim is made, at limits of at least:

\$ 1,000,000	General Aggregate
\$ 1,000,000	Personal Injury
\$ 1,000,000	Each Occurrence – Property Damage / Bodily Injury

- c. **Business Automobile Liability:** Contractor shall provide and maintain during the term of the Work, including any warranty periods, business automobile liability insurance on a standard form (approved by the Department of Insurance of the state in which the Project is located) written to cover all owned, hired and non-owned automobiles and motor vehicles, subject to the following minimum limits:



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\$ 1,000,000 Combined Single Limit Each Accident

- d. **Workers' Compensation / Employers' Liability.** Contractor shall provide and maintain during the term of the Work, including any warranty periods, statutory Workers' Compensation Insurance Coverage for [as defined in Sec. 401.011(44) of the Texas Labor Code for Projects located in the State of Texas] all of Construction Manager's workers at the site of the Project. In case any work is sublet, the Contractor shall require all subcontractors similarly to provide Workers' Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor, or, when applicable, Contractor has complied with the requirements for joint agreements with independent contractors under Applicable Law [see Sections 406.141 - 406.145, Texas Labor Code for Projects located in the State of Texas]. U.S.L. and H. shall be provided where such exposure exists. No "alternative" form of coverage will be accepted under any condition ("Occupational Accident and Excess Employers Indemnity Policies" are not acceptable.)

Additionally, Contractor shall maintain during the term of the Work Employers' Liability Coverage with limits of \$500,000 Bodily Injury per Accident/Employee; \$500,000 Bodily Injury Per Disease/Employee; and \$500,000 Policy limit by disease.

- e. **Occurrence Basis.** All such policies other than Professional Liability shall be written on an Occurrence (not Claims made) basis.
- f. **Deductibles and Self-Insured Retentions.** All deductibles and self-insured retention amounts (except as expressly set forth herein or in any of the Contract Documents) must be acceptable to TCU. Except as noted otherwise, any and all deductibles in the above-described liability insurance policies shall be assumed by, for the account of, and at the sole risk of the Contractor.
- g. **Additional Insured.** The Contractor's Commercial General Liability, and the Business Automobile Liability policies each must name TCU and the other Indemnified Parties identified in the Agreement as Additional Insureds, using an endorsement form at least as broad as the ISO Additional Insured Endorsement Form CG 2010 11 85 or ISO Additional Insured Endorsement CG 2010 1001 if used with ISO Form 2037 1001 (or their combined equivalent). It is the intent of the parties to this Contract that this Additional Insured status shall include, without limitation, coverage for completed operations and for the Owner's negligence (but only to the extent allowed by Applicable Law, including Chapter 151, Texas Insurance Code, for Projects located in Texas).
- h. **Waiver of Subrogation.** TCU and Contractor and Organization each waive all rights against each other and any of their subcontractors, sub-subcontractors, and



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employees, each of the other, for damages or other claims of loss to the extent covered by property insurance required to be obtained by this Agreement, or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The policies shall provide such waivers of subrogation by endorsement or otherwise. This waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Without limiting the foregoing, the Workers' Compensation and Employers Liability policies shall include an endorsement (form WC 420304 for Projects located in Texas or substantial equivalent for Projects located in other jurisdictions) waiving subrogation in favor of TCU.

- i. **Evidence of Insurance.** Before commencing performance of the Work, the Contractor (and those subcontractors requested by TCU) must furnish certificates of insurance for the coverage required hereunder (on ACORD form 28 for Builders Risk insurance, if provided by Contractor, and on ACORD form 25 for liability insurance) or, if requested by TCU, copies of such insurance policies evidencing the terms and conditions required hereunder.

New certificates of Insurance shall be provided TCU prior to the current certificate(s) coverage termination date if prior to completion of the Work. Lapsed coverage of insurance required by the Agreement is an act of default under the Agreement. Proof of insurance required hereunder must clearly set forth:

- i. Insurance coverage as required herein (including all endorsements providing coverage).
- ii. The effective expiration dates of policies.
- iii. 30 days' prior written notice to the Owner of cancellation or non-renewal of policy.
- iv. A waiver of subrogation endorsement in the policies as required herein.
- v. Any deductible and/or self-insured retention.
- vi. Any exclusions to the policy (clearly identifying any endorsements excluding coverages) which are not part of the required standard form of policy.
- vii. Owner and the other Indemnified Parties named as Additional Insureds on all liability policies required hereunder by TCU.

Upon TCU's request, Contractor shall provide TCU a certified copy of the Contractor's actual insurance policy thereof, along with endorsements.



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GENERAL CONDITIONS (Cont'd)

- 8. Indemnification by Contractor:** Contractor hereby indemnifies TCU against all claims for loss or damage and expenses arising out of any proceeding brought either by a third party or arising out of Contractor's breach of its obligations, representations, warranties or covenants under this Agreement or the Contract.
- 9. Representations of Contractor**
- Contractor has read and understands the General Condition, project requirements and other stipulations in this Agreement.
 - Contractor and a duly authorized representative of the Organization have toured the job site together and taken into account all observable conditions in properly preparing the plan of work.
 - Contractor is financially solvent, able to pay its debts and has the financial wherewithal to complete the work, and all other requirements set forth in this Agreement.
 - Contractor is experienced, competent and able to furnish the plant, tools, materials, supplies, equipment, labor, supervision and other requirements which are necessary to perform the work contemplated by the Contract and other related documents.
 - Contractor is duly authorized to do business in the state of Texas.
 - Contractor holds all licenses and certifications necessary to perform the work as may be required by any jurisdiction having authority over the work.

AGREED TO BY CONTRACTOR ON _____, _____, 2017
Month Day

Print Company Name

By _____
Signature of Authorized Individual

Print Name

Title

End of General Conditions