



PRINCETON UNIVERSITY

Facilities Procurement Office
E. A. MacMillan Building
Princeton, New Jersey 08544

CONTRACT NUMBER FC100#####

WITH

FIRM NAME

**ARCHITECT-ENGINEER
DESIGN SERVICES**

FOR

PROJECT TITLE

CONTRACT NUMBER FC100#####
ARCHITECT-ENGINEER DESIGN SERVICES FOR
PROJECT TITLE

TABLE OF CONTENTS

PART I AGREEMENT

ARTICLE I - THE "CONTRACT"	1
ARTICLE II – DEFINITIONS.....	1
ARTICLE III - DESIGNATED REPRESENTATIVES.....	4
ARTICLE IV - KEY PERSONNEL AND SUBCONSULTANTS	5
ARTICLE V - PRINCETON UNIVERSITY’S RESPONSIBILITIES.....	5
ARTICLE VI – ARCHITECT-ENGINEER’S GENERAL RESPONSIBILITIES	6
ARTICLE VII – ARCHITECT-ENGINEER’S BASIC SERVICES	16
ARTICLE VIII - ADDITIONAL SERVICES BY ARCHITECT-ENGINEER	25
ARTICLE IX – COMPENSATION	27
ARTICLE X – PAYMENTS.....	30
ARTICLE XI - TIME OF PERFORMANCE.....	31
ARTICLE XII - INSURANCE AND INDEMNIFICATION.....	32
ARTICLE XIII – OWNERSHIP AND USE OF DOCUMENTS	34
ARTICLE XIV – ARCHIVE DRAWINGS AND SPECIFICATIONS	35
ARTICLE XV – TERMINATION.....	35
ARTICLE XVI – SUSPENSION	37
ARTICLE XVII - DISPUTE RESOLUTION	38
ARTICLE XVIII – MISCELLANEOUS.....	39

PART II PROJECT DESCRIPTION

PART I AGREEMENT

PROJECT/SERVICES	EFFECTIVE DATE OF CONTRACT
Architect-Engineer Design Services for Project Title	Month DD, YYYY
THE TRUSTEES OF PRINCETON UNIVERSITY	ARCHITECT-ENGINEER
Princeton University Facilities Procurement Office E. A. MacMillan Building Princeton, NJ 08544	Firm Name Address, City, State, Zip

This Architect-Engineer Design Services Contract (the "Contract") for Project Title (the "Services") is made and entered into by and between The Trustees of Princeton University (hereinafter "Princeton University"), a New Jersey not-for-profit corporation existing under the laws of the State of New Jersey, with its principal offices in Princeton, New Jersey, and Firm Name (hereinafter "Architect-Engineer"), organized and existing under the laws of the State or Commonwealth of [State] and fully licensed and authorized to provide the required services under New Jersey law, with its principal offices located at the address shown above.

WITNESSETH

WHEREAS, Princeton University desires that the Architect-Engineer furnish the services specified below for the design and development of comprehensive plans and specifications for the Project so that the Project can be constructed at a cost of construction not to exceed the Construction Budget, and the completed Project will comply with all applicable design criteria, laws, codes, regulations, and ordinances; and

WHEREAS, the Architect-Engineer represents that it is willing and able to provide these services and that it has the necessary skills and abilities to design the Project in accordance with the terms and conditions set forth herein; and

NOW THEREFORE, the parties do mutually agree as follows:

ARTICLE I - THE "CONTRACT"

The Contract is comprised of the following documents, including all modifications thereof:

Part I -- Agreement

Part II – Project Description including the following documents:

- Princeton University Project Description entitled Project Description dated MM/DD/YYYY

The documents shall be complementary and are intended to include and imply all items required for the proper execution and completion of the Services (as defined in Article II). However, to the extent the terms of the documents may conflict, the documents shall control in the order listed above.

ARTICLE II – DEFINITIONS

The following definitions are applicable to this Contract:

- (a) The term “**Architect-Engineer**” aggregately refers to all of the Architects and Engineers in the employ of the Architect-Engineer, as well as Basic Subconsultants and Specialized Subconsultants separately engaged by the Architect-Engineer in the performance of this Contract.
- (b) The term “**Additional Services**” means those services as further described in Article VIII, which may be performed by the Architect-Engineer as part of the Contract only if and to the extent specifically authorized by Princeton University in writing.
- (c) The term “**Archive Drawings and Specifications**” means the record drawings and specifications prepared by the Architect-Engineer upon completion of the Project, as more fully set forth in Article XIV. Archive Drawings are also sometimes referred to as “**CAD Archive Drawings.**”
- (d) The term “**Basic Services**” means those services as more fully described in the Contract, which Architect-Engineer shall perform within the NTE Price.
- (e) The term “**Basic Subconsultants**” means the Subconsultants retained by the Architect-Engineer for the performance of structural, mechanical, and electrical engineering services and specification writing services for the Project. In addition, if the Architect-Engineer is required to provide cost estimating services, the cost estimating Subconsultant shall be a Basic Subconsultant. Compensation for Basic Subconsultants is included as a part of the Fixed Fee established for this Contract.
- (f) The term “**Construction Budget**” means the budget established by Princeton University for the construction of the Project, including trade subcontractors, Contractor’s general conditions (staff, site requirements, etc.), design and construction contingencies, insurance, bonds (if any) and the Contractor’s fee. The Architect-Engineer shall design the Project so that the Construction Cost does not exceed the Construction Budget as more fully set forth in Article VI(c).
- (g) The term “**Construction Cost**” means the total actual or estimated cost to Princeton University of all elements of the Project designed or specified by the Architect-Engineer, including trade subcontractors, Contractor’s general conditions (staff, site requirements, etc.), design and construction contingencies, insurance, bonds (if any) and the Construction Contractor’s fee. Construction Cost does not include the compensation of the Architect-Engineer, the costs of the land, rights-of-way, or financing.
- (h) The term “**Construction Documents**” means the working drawings, specifications, general conditions, supplementary general conditions, special conditions, addenda, and electronic submittals developed to set forth in detail all aspects of design, function and construction and will be used for estimating the cost of the Project, securing bids for constructing the Project, and directing a contractor in construction of the Project. The Construction Documents shall be full, complete, and accurate, enabling any competent contractor to carry them out.
- (i) The term “**Construction Schedule**” means the schedule for the construction of the Project, prepared by the Contractor during the Design Development Phase.
- (j) The term “**Contract**” means the contract between Princeton University and the Architect-Engineer, comprised of the Agreement and the Project Description.
- (k) The term “**Contractor**” means the prime general contractor performing the construction work on the Project, or the contractor retained by Princeton University to provide pre-construction services.
- (l) The term “**Cure Period**” means the ten (10) day period under Article XV during which either party may cure deficiencies in performance.
- (m) The term “**Design Development Documents**” means plans, outline specifications and cost estimates, and submittals developed from the Schematic Design Documents in greater detail to confirm

or adjust, as required, all aspects of the schematic plans such as exterior design, mechanical and electrical systems, structural systems, area arrangement, foundation plans, etc., and revised cost information reflecting the more detailed development.

(n) The term “**Design Documents**” means collectively the Schematic Design Documents, the Design Development Documents and the Construction Documents, prepared by the Architect-Engineer and its Subconsultants.

(o) The term “**Design Schedule**” means the detailed schedule for the design phases of the Project, prepared by the Architect-Engineer during the Schematic Design phase, based on the Milestone Design Schedule.

(p) The term “**Fixed Fee**” means the Architect-Engineer’s fixed price compensation for the performance of its Basic Services and those of its Basic Subconsultants. The Fixed Fee does not include compensation for Reimbursable Expenses or Specialized Subconsultants.

(q) The term “**Investigations**” means those investigations identified by the Architect-Engineer as being necessary for the design and construction of the Project, as more fully described in Article V(f) of the Agreement.

(r) The term “**Key Personnel**” means the essential personnel of the Architect-Engineer and its Subconsultants as more fully described in Article IV of the Agreement.

(s) The term “**Milestone Design Schedule**” means the schedule of critical milestones for the performance of the Architect-Engineer’s Services under the Contract.

(t) The term “**NTE Price**” means the maximum compensation to the Architect-Engineer for Basic Services, which is comprised of the Fixed Fee, the Specialized Subconsultants NTE Amount, and the Reimbursable Expense NTE Amount. The acronym NTE stands for “not-to-exceed”.

(u) The term “**Princeton University**” means The Trustees of Princeton University, the owner of the Project, acting through its Princeton University Representatives.

(v) The term “**Princeton University Representative(s)**” means the Technical Representative and the Administrative Representative of Princeton University authorized to bind Princeton University under the Contract.

(w) The term “**Project Description**” means the scope of the Project on which the Architect-Engineer’s scope of Services is based and on which the Construction Budget was established.

(x) The term “**Project Schedule**” means the work product of a planning process that identifies the duration and interdependent relationships of all activities that influence the progress of a project. This schedule is to be developed and maintained in a format and level of detail necessary to support Critical Path Method (CPM) analysis. Princeton University typically develops a conceptual level planning version of a project schedule which is used to determine the Milestone Design Schedule dates. This same work product becomes the Project Schedule and will incorporate the Design Schedule and the Construction Schedule. The Contractor will assume responsibility for maintaining Project Schedule during the preconstruction phase.

(y) The term “**Reimbursable Expenses**” means those permitted expenses incurred by the Architect-Engineer and its Subconsultants in the performance of Basic Services, as more fully described in Article IX(b) of the Agreement.

(z) The term “**Reimbursable Expense NTE Amount**” means the not-to-exceed limit on the Architect-Engineer’s compensation for Reimbursable Expenses incurred in the performance of Basic Services under the Contract.

(aa) The term “**Schematic Design Documents**” means drawings, outline specifications, and cost estimates developed to sufficient detail to indicate the exterior design of the Project; the functional relationships of all interior areas; the relationship of the Project to the site, other buildings and the campus; the materials used in construction; the types of mechanical, electrical and structural systems to be utilized; and the magnitude of the cost of each portion of the work.

(bb) The term “**Services**” means all services to be performed by or on behalf of the Architect-Engineer pursuant to this Contract, including services performed by the Architect-Engineer, and by Basic Subconsultants and Specialized Subconsultants engaged by the Architect-Engineer.

(cc) The term “**Specialized Subconsultants**” means the Subconsultants, other than Basic Subconsultants, retained by the Architect-Engineer, as approved by Princeton University, including without limitation, civil engineering, acoustics, audio-visual, food service, lighting, security, landscape design, interior design, and graphics design.

(dd) The term “**Specialized Subconsultant NTE Amount**” means the not-to-exceed limit on the Architect-Engineer’s compensation for Basic Services performed by Specialized Subconsultants.

(ee) The term “**Statement of Construction Cost**” means the periodic estimates of the Construction Cost of the Project prepared at the end of each design phase by the Contractor and, if included in the Architect-Engineer’s scope of Services, by the Architect-Engineer’s cost Subconsultant.

(ff) The term “**Subconsultants**” refers collectively to all Basic Subconsultants and Specialized Subconsultants.

(gg) The term “**Substantial Completion**” means substantial completion of the construction contract, as defined therein.

ARTICLE III - DESIGNATED REPRESENTATIVES

(a) The Architect-Engineer’s designated representatives are:

AE Principal Name - Principal in Charge

AE Project Manager Name - Project Manager

(b) Princeton University’s designated project and administrative representatives (individually and collectively herein “Princeton University Representatives”) are:

PM Name - Project Manager (Technical Representative)

CA Name - Contract Administrator (Administrative Representative)

(c) Agreements made by and/or actions taken by the Architect-Engineer, which by their nature effect a change to this Contract, shall only be binding upon Princeton University when such agreement or action is specifically authorized in writing, in advance, by a Princeton University Representative. Therefore, any change undertaken by the Architect-Engineer at the direction of anyone other than a Princeton University Representative, or without the prior written authorization of a Princeton University Representative, is at the Architect-Engineer’s own risk.

ARTICLE IV - KEY PERSONNEL AND SUBCONSULTANTS

(a) **Architect-Engineer’s Key Personnel.** The Key Personnel of the Architect-Engineer specified below, if any, are considered to be essential to the Services being performed hereunder:

Name, Title	Name, Title
Name, Title	Name, Title
Name, Title	Name, Title

(b) **Basic Subconsultants.** The Basic Subconsultants (including any Key Personnel), to be used by the Architect-Engineer in the performance of this Contract, are:

Subconsultant	Discipline	Key Personnel

(c) **Specialized Subconsultants.** The Specialized Subconsultants (including any Key Personnel), to be used by the Architect-Engineer in the performance of this Contract are:

Subconsultant	Discipline	Key Personnel

(d) **Change in Key Personnel or Subconsultants.** Prior to reassigning any of the specified Key Personnel to other projects, the Architect-Engineer shall notify Princeton University reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the Project. This Contract may be amended from time to time during the course of the Contract to either add or delete Key Personnel, as appropriate. Any change to the Key Personnel listed above is subject to Princeton University’s prior written approval, which shall not be unreasonably withheld, and any such change made without the prior written approval of Princeton University may be considered a material breach of the Contract. Refer to Article VI(d)(4) regarding substitutions of Subconsultants.

ARTICLE V - PRINCETON UNIVERSITY’S RESPONSIBILITIES

(a) **Project Requirements.** Prior to execution of this Contract, Princeton University has provided to the Architect-Engineer the Project Description, which comprises Part II of the Contract, and which sets forth a description of Princeton University’s design objectives, constraints, and criteria and specifies the space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements for the Project. Throughout the term of the Contract, Princeton University shall consult with the Architect-Engineer and provide in a timely manner such additional information as may be reasonably necessary for the Architect-Engineer to perform Architect-Engineer’s Services under this Contract.

(b) **Project Schedule.** Prior to execution of this Contract, Princeton University will establish the major milestone dates for the Project’s rate of progress and required Substantial Completion date.. Princeton University and/or the Contractor will update the overall Project schedule as necessary.

(c) **Construction Budget.** Prior to execution of this Contract, Princeton University has established the Construction Budget for the Project, which is based on the Project Requirements described in paragraph (a) above. The Construction Budget for the Project is \$XX,XXX,XXX as more fully set forth in the Part II Project Description. Note that the Construction Budget has been established using current year dollars

(Month, Year) and that Princeton University will account for all escalation in its overall project budget (and not in the Construction Budget). An increase in the Construction Budget by Princeton University due to escalation shall not be a reason for an increase in the Architect-Engineer's Fixed Fee, nor in the Specialized Subconsultant NTE Amount nor the Reimbursable Expenses NTE Amount.

(d) **Review and Approval of Documents; Responsiveness.** The Princeton University Representative shall examine the documents submitted by the Architect-Engineer and shall render decisions that pertain thereto promptly and in writing to avoid unreasonable delay in the progress to the Architect-Engineer's Services.

(e) **Existing Conditions Documents.** Upon request, Princeton University will provide access to and copies of all available drawings and other documents describing the physical characteristics of the site of the Project.

(f) **Site Surveys.** Princeton University will provide surveys of the site as mutually agreed upon with Architect-Engineer, and the Architect-Engineer is entitled to rely on the accuracy of such surveys.

(g) **Testing.** Princeton University will provide geo-technical, structural, mechanical, chemical, air and water pollution tests for hazardous materials and other laboratory and environmental tests, inspections, and reports required by law. The Architect-Engineer shall inform Princeton University of all surveys, investigations, inspections, or tests (collectively "Investigations") which should be performed for the proper design and construction of the Project, but which are not within the scope of Architect-Engineer's Services under this Contract, and render advice as to when such Investigations should be performed to avoid any delay to the completion of the Project. The Architect-Engineer shall assist Princeton University in preparing all information and instructions needed to enable Princeton University to solicit proposals for any such Investigations and to engage appropriate Subconsultants to perform such Investigations. The Architect-Engineer shall review the results of all Investigations as they apply to Architect-Engineer's design of the Project and take them into account appropriately in designing the Project.

(h) **Hazardous Materials.** Princeton University will provide services relating to hazardous or toxic waste removal, including but not limited to, detection and abatement of all such hazards.

(i) **Notice of Defects.** Notice shall be given by Princeton University to the Architect-Engineer and by the Architect-Engineer to Princeton University if either party becomes aware of any fault or defect in the Project or nonconformance with the Construction Documents.

ARTICLE VI – ARCHITECT-ENGINEER'S GENERAL RESPONSIBILITIES

(a) **Project Administration Services.** The Architect-Engineer shall provide all project administration services necessary to facilitate the orderly progress of the Project, including attending Project meetings, communicating with others as appropriate, monitoring progress and issuing progress reports to Princeton University, supervising Architect-Engineer's in-house personnel, directing Architect-Engineer's Subconsultants and coordinating and managing information flow and decision-making.

(b) **Schedule for Architect-Engineer's Services.**

(1) **Milestone Design Schedule.** By executing this Contract, the Architect-Engineer represents to Princeton University that the Milestone Design Schedule as set forth in Article XI herein is reasonable for the scope of Services to be performed hereunder.

(2) **Design Schedule.** During the Schematic Design Phase, the Architect-Engineer shall prepare a comprehensive Design Schedule, based on the Milestone Design Schedule. The Design Schedule shall be presented in Princeton University's required format, and shall be prepared using computer software designated by Princeton University. The Design Schedule shall be provided to

Princeton University electronically upon request. The Design Schedule shall include durations and logic for all design activities required to define a critical path via Critical Path Method (CPM) analysis. The Design Schedule shall be of adequate detail, shall include all milestones identified in the Milestone Design Schedule, and shall identify deadlines for information exchange and decision-making, major meetings, progress and end-of-phase document submissions, Princeton University review/approval periods, submission for approval of authorities having jurisdiction, and value engineering sessions or other major activities as are appropriate to the Project. The Architect-Engineer shall, by inclusion in the Architect-Engineer's monthly project status report (as required by Article VI(m)), inform Princeton University of the current condition of the Design Schedule, including status of design deadlines, remaining durations and key decision dates required to maintain the Project Schedule.

(3) **Construction Schedule.** The Contractor shall, in addition to assuming the responsibility for developing and maintaining the Project Schedule, shall develop a detailed Construction Schedule for the building phase of the Project (during the design phase in which the construction contract is executed). The Construction and Project Schedules shall coordinate, integrate and combine schedules for all aspects of the Project, including the design, bidding, negotiation and construction phases, incorporating a detailed schedule of pre-construction activities, construction activities sequences and durations, allocations and scheduling of labor activities, purchase order placement and deliveries of materials and equipment, preparation and processing of shop drawings and submittals, and Architect-Engineer's and Princeton University's review time, and including a schedule for the Architect-Engineer's services under this Contract. Such schedule shall be in format and detail satisfactory to Princeton University, and shall include a construction scheduling plan based upon the critical path method detailing the working days necessary for the critical path, noncritical path, and float time in the sequence of the Work and analysis and explanation thereof. If such schedule will require Architect-Engineer to complete some or all of its services under this Contract within time intervals shorter than those illustrated in the Architect-Engineer's Design Schedule, Contractor shall consult with Architect in analyzing, alternatives for complying with such shorter time schedule. The Contractor's proposed Construction Schedule shall be subject to the review and acceptance of Princeton University, and upon approval by Princeton University, the Construction Schedule shall be the binding schedule for Architect-Engineer's performance of its duties under this Contract.

(c) Project Cost Control.

(1) **Duty to Design the Project within the Construction Budget.** Architect-Engineer shall design the Project so that the Construction Cost to construct the Project in accordance with the Construction Documents prepared by the Architect-Engineer and its Subconsultants does not exceed the Construction Budget. The Architect-Engineer acknowledges that the Construction Budget includes adequate provision for the construction of all elements of the Project designed by or specified by the Architect-Engineer and its Subconsultants as contemplated by the Project Description attached as Part II of the Contract.

(2) **Modification of Construction Budget.** The Architect-Engineer acknowledges that it is expected that the Construction Budget will not change throughout the duration of the Project, except to the extent that Princeton University makes changes to the Project Description for the Project on which the Construction Budget was based. If Princeton University proposes changes to the mutually agreed upon Project Description, the Architect-Engineer shall inform Princeton University of the cost implications to the Project. The Construction Budget may be modified only in a writing executed by Princeton University and may result in an adjustment to the Fixed Fee

where there has been a change to the Project Description. However, if Princeton University, without change to the Project Description, increases the Construction Budget, whether because the Construction Budget is exceeded by the lowest bona fide bid(s) or negotiated proposal(s), or for any other reasons in Princeton University's sole discretion, the Architect-Engineer's Fixed Fee shall remain unchanged even if such increase in the Construction Budget is attributable to the Contractor's estimating errors, lack of reasonable efforts by the Contractor to maximize subcontractor competition, or any other reasons not within the control of the Architect-Engineer.

(3) **Periodic Statements of Construction Cost and Redesign to Stay Within Construction Budget.** Princeton University will require the Contractor to prepare and update detailed Statements of Construction Cost based on the Design Documents prepared by Architect-Engineer. In addition, if included in the Architect-Engineer's scope of Services, the Architect-Engineer shall retain a cost estimating subconsultant to independently prepare and periodically update Statements of Construction Cost in a format compatible with that of the Contractor. Such Statements of Construction Cost shall be prepared and submitted in accordance with the schedule set forth in Article XI, Time of Performance. The Contractor (and the Architect-Engineer's cost estimating Subconsultant, if any), shall monitor the development of the Design Documents by the Architect-Engineer and shall monitor the costs of materials, building systems, equipment and labor and shall develop detailed cost data from which their respective Statements of Construction Cost can be prepared. The Contractor shall also inform Princeton University and the Architect-Engineer of any component of the cost of which would reasonably be expected to have a material impact on the Construction Cost of the Project. Each Statement of Construction Cost shall be in a CSI format, or other suitable format agreed upon by Princeton University, to allow comparison. The Architect-Engineer shall specifically identify any escalation factors included (and the corresponding rationale). Note that the Contractor's fee calculation shall not include general conditions costs or construction contingency. At the end of each design Phase of the Project, and after submission of each Statement of Construction Cost, Princeton University, the Architect-Engineer and the Contractor shall meet to review and discuss the scope of work and the corresponding Statements of Construction Cost (and, where the Architect-Engineer has retained a costing estimating Subconsultant, to reconcile any differences between the respective Statements of Construction Cost). In the event that the Contractor's Statement of Construction Cost (or the reconciled Statement of Construction Cost where the Architect-Engineer has retained a cost Subconsultant), is greater than the Construction Budget, the Architect-Engineer shall, if requested by Princeton University in its sole discretion, redesign the Project and, after consultation with Princeton University and the Contractor, revise the Design Documents on the basis of which such Statement of Construction Cost was prepared, until Contractor (and the Architect-Engineer's cost Subconsultant, if any) are able to issue a revised Statement of Construction Cost that does not exceed the Construction Budget. All services with respect to the revision of Design Documents because the Statement of Construction Cost was greater than the Construction Budget shall be provided by Architect-Engineer as part of Basic Services at no additional cost to Princeton University and Princeton University may also hold the Architect-Engineer responsible for all of the Contractor's re-estimating and other associated costs unless the Contractor's Statement of Construction Cost (or the reconciled Statement of Construction Cost where the Architect-Engineer has retained a cost Subconsultant) is greater than the Construction Budget due solely to Contractor's estimating errors, lack of reasonable efforts to maximize subcontractor competition, or other reasons solely within the control of the Contractor, in which event the Architect-Engineer shall not be responsible to Princeton University for the

Contractor's re-estimating and other associated costs and, in such event, any redesign services performed by the Architect-Engineer shall be considered an Additional Service.

(4) **Taxes.** Princeton University is a non-profit educational institution exempt from paying certain federal, state and local taxes, including New Jersey sales taxes under Exemption No. EO-210-634-501 and New Jersey excise taxes under Exemption No. A-110839. Princeton University interprets the applicable state statute, N.J.S.A. 54:32B-8.22 to apply this exemption to all purchases by contractors, subcontractors and repairmen of materials, supplies or services for the exclusive use in erecting structures or building on, or otherwise improving, altering or repairing its real property. In preparing Statements of Construction Cost, Architect-Engineer shall not include sales taxes or excise taxes on those elements of Construction Cost which are not subject to New Jersey sales or excise tax.

(d) **Engagement of Basic Subconsultants and Specialized Subconsultants.** The Architect-Engineer agrees to engage all Basic Subconsultants and Specialized Subconsultants as are required for the proper design and job observation during the construction period of the Project and that all such agreements shall be in writing and in compliance with all applicable requirements of the Building Design Services Act, N.J.S.A. 45:4B-1 et seq.

(1) **Architect-Engineer's Responsibility Regarding Subconsultants.** Architect-Engineer represents that Architect-Engineer has made thorough investigation of all Subconsultants to be utilized in performance of the Contract to assure that such Subconsultants possess the skill, knowledge and experience qualifying them to perform those aspects of the Contract to be performed by them at a standard for design of projects of comparable complexity and to assure that such Subconsultants can perform without delay the required services in their areas of expertise at a cost which is reasonable and is within the allowances for such cost which have been taken into account by Architect-Engineer in agreeing to the compensation provided for in this Contract.

(2) **Supplier Diversity Subcontracting Requirements.** This subparagraph [] is [] is not applicable to this Contract.

- (i) A supplier diversity subcontracting plan (SDSP) is included in and made a part of this Contract.
- (ii) Unless otherwise indicated, the SDSP includes:
 - A statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to minority-owned business enterprises (MBE's), woman-owned business enterprises (WBE's), veteran-owned business enterprises (VBE's) and LGBT-owned business enterprises (LGBTBE's);
 - A description of the principal types of supplies or services to be subcontracted and an identification of types planned for subcontracting to minority-owned business enterprises (MBE's), woman-owned business enterprises (WBE's), veteran-owned business enterprises (VBE's) and LGBT-owned business enterprises (LGBTBE's);
 - A description of the method used to develop the subcontracting planned dollar amounts;

- A description of the method used to identify potential sources for solicitation purposes;
 - The name of the individual who will administer the subcontracting program, and a description of the duties of the individual;
 - A description of efforts to be taken to ensure that minority-owned business enterprises (MBE's), woman-owned business enterprises (WBE's), veteran-owned business enterprises (VBE's) and LGBT-owned business enterprises (LGBTBE's) have an equitable opportunity to compete for subcontracts;
 - Assurances that the offeror will include language substantially the same as this language in all subcontracts in excess of \$500,000 that offer further subcontracting opportunities;
 - Assurances that the information set forth in paragraph (d) below will be submitted in the required intervals so that Princeton University can determine the extent of compliance with the SDSP; and,
 - A description of the types of records that will be maintained concerning procedures adopted to comply with the requirements and planned dollar and percentage amounts in the SDSP, including establishing source lists; and a description of the efforts to locate minority-owned business enterprises (MBE's), woman-owned business enterprises (WBE's), veteran-owned business enterprises (VBE's) and LGBT-owned business enterprises (LGBTBE's) and to award subcontracts to them.
- (iii) Reporting Requirements. Prior to final payment, a report including the information listed below shall be submitted to Princeton University's Administrative Representative. If the duration of this Contract exceeds six months, then an interim report shall be submitted semi-annually to cover the Contract period through June 30 and/or December 31 each year in addition to the final report required prior to final payment. Interim reports are due within ten (10) days after the close of each reporting period.
- A summary of the bidding process to include total number of bidders solicited, total number of bidders in each supplier diversity category, total number of categories of supplies/services covered, and total number of diverse suppliers selected;
 - Total subcontract dollars planned, total subcontract dollars actually spent, and percentage of total subcontract dollars actually spent (vs. planned) for the reporting period, or the final figures if a final report;
 - For each supplier diversity category included in the SDSP, total subcontract dollars planned, total subcontract dollars actually spent, and percentage of total subcontract dollars actually spent (vs. planned) for the reporting period, or the final figures if a final report;
 - A summary of the primary reasons or rationale for any significant deviations from the planned dollar amounts set forth in the SDSP.

- (iv) Failure to fulfill the obligations under subparagraph (iii) above shall be just cause for Princeton University to withhold payment, including final payment, until compliance is demonstrated to the satisfaction of Princeton University.

(3) **Princeton University Approval of Subconsultants.** All Subconsultants proposed by the Architect-Engineer shall be subject to the review and approval of Princeton University in advance, which approval shall not be unreasonably withheld. Princeton University hereby approves Architect-Engineer's use of the Subconsultants selected by Architect, in the indicated areas of work, as specifically listed in Article IV(b) and IV(c) of the Agreement. The Architect-Engineer acknowledges and agrees that except with respect to the areas so indicated in the Agreement, Subconsultants are not required for the Project. If a Subconsultant is indicated in the Agreement as being required for the Project, but the name of the Subconsultant is not specifically identified, the Architect Engineer shall submit the recommended Subconsultant to Princeton University for review and approval before any services are performed by such Subconsultant. Nothing in this section shall relieve Architect-Engineer of Architect-Engineer's sole and prime responsibility for the performance of the Contract, including all performance by Subconsultants.

(4) **Subconsultant Agreements.** Architect-Engineer shall, upon request, provide to Princeton University complete and correct copies of Architect-Engineer's agreement with each Subconsultant, including amendments thereto, for Princeton University's information and records but not for approval. Princeton University makes no representation that Princeton University is reviewing the agreement's substance or approving the agreement in any way. Architect-Engineer shall enter into an agreement with each Subconsultant pursuant to which the Subconsultant assumes toward the Architect-Engineer all of the obligations that the Architect-Engineer assumes toward Princeton University under the Contract. Each contract shall include the following provisions:

- (i) An agreement by the Architect-Engineer and Subconsultant that Princeton University is a third-party beneficiary of the agreement, entitled to enforce any rights thereunder for its benefit, and that Princeton University shall have the same rights and remedies vis-à-vis such Subconsultants that the Architect-Engineer may have, including, but not limited to, the right to be compensated for any loss, expense or damage of any nature whatsoever incurred by Princeton University, resulting from any breach of such agreements by the Subconsultant, any breach of representations arising out of such agreements and any negligent error or omission of such Subconsultant in the performance of any of its professional services obligations under such agreements; and
- (ii) A provision requiring the Subconsultant to maintain Professional Liability Insurance in amounts required by Article XII hereof or in such other amounts reasonably available and approved in writing by Princeton University throughout the term of this agreement; and
- (iii) A provision that Princeton University may at reasonable times and after notice to the Architect-Engineer, contact the Subconsultant to discuss any aspect of the Subconsultant's services; provided that Princeton University shall furnish to the Architect-Engineer a copy of any such correspondence and further provided that Princeton University shall not direct the services of the Subconsultant; and
- (iv) A provision that upon the filing of a petition under the Federal Bankruptcy Code by the Architect-Engineer, Princeton University shall have the right to enter into

an agreement with the Subconsultant at the same price, with the Subconsultant being obligated to perform the same duties it otherwise would have performed under this Contract with the Architect-Engineer; and

- (5) **Substitution of Subconsultants.** No substitution of Subconsultants from those listed in the Agreement, no alteration of the area of services for particular Subconsultants identified in the Agreement, and no use of additional Subconsultants shall be made without prior written approval of Princeton University, which shall not be unreasonably withheld. Requests for approval must include a clear description of the work to be performed, the capability of the proposed Subconsultant and the method of payment.
- (6) **Termination of Subconsultant Agreements.** Princeton University reserves the right to require Architect-Engineer to terminate contracts or agreements with any Subconsultants retained by Architect-Engineer for performance of services under this Contract. Any compensation for which Princeton University may be liable as a result of such termination shall be limited to amounts as described in Section Article XV hereof. In the event of any termination of any Subconsultant contracts or agreements by Architect-Engineer, whether or not required by Princeton University, Architect-Engineer will ensure prompt delivery of all records, documents, working papers, calculations, computer programs, data, drawings, plans, specifications and other work product, and all equipment, materials, items or objects acquired by the Subconsultant and reimbursed by Architect-Engineer and/or Princeton University pertaining to services performed under this Contract to the time of termination.
- (e) **Coordinated Services.** The Architect-Engineer acknowledges that it is essential that all Services in connection with the Project be coordinated, including services provided by Princeton University. The Architect-Engineer shall coordinate the services of all its architects, engineers, Basic Subconsultants and Specialized Subconsultants for the Project, shall review and check all drawings and specifications prepared by architects, engineers, Basic Subconsultants and Specialized Subconsultants for the Project, and shall make modifications as necessary, to assure that they are integrated into a coordinated and complete set of documents prior to each submission. In addition, the Architect-Engineer shall coordinate its Services with services provided by Princeton University and Princeton University's consultants and/or in-house personnel.
- (f) **Princeton University-Furnished Information.** The Architect-Engineer shall identify information or documents required to be provided by Princeton University for the Project, and, if necessary, shall gather available documents from Princeton University's identified record storage location. The Architect-Engineer shall assemble, review, and coordinate data furnished by Princeton University, to include Princeton University's construction contract agreements.
- (g) **Design Criteria, Laws, Codes, and Regulations.** The Architect-Engineer shall identify and research all federal, state, county, local and Princeton University design criteria, laws, codes, regulations, ordinances and standards applicable to the Project, and shall design the Project to be in compliance therewith. The Architect-Engineer and its Subconsultants shall be sufficiently knowledgeable in such design requirements to provide compliant design and obtain approvals without unnecessary delay or undue burden to Princeton University. If Princeton University determines that the Architect-Engineer lacks such sufficient knowledge, Princeton University reserves the right to require the Architect-Engineer and/or its Subconsultants to retain a code Subconsultant at no increase to the Fixed Fee. If appropriate, and with Princeton University's approval, at times appropriate to the project phase, the Architect-Engineer and/or its Subconsultants shall review the Project with authorities having jurisdiction. The Architect-Engineer shall prepare necessary written and graphic explanatory materials, and appear on Princeton University's behalf at agency meetings. The Architect-Engineer shall assist Princeton University

in any coordination and review of the Project with any authorities having jurisdiction. All such visits shall be made with a representative from Princeton University. If required for the Project and authorized by Princeton University, the Architect-Engineer shall prepare applications, waivers, and/or other documents required to complete the design and document review processes.

(h) **Accessibility.** One of the goals of every Princeton University project is to enhance and improve the accessibility of the campus and its buildings, and to create accessible routes to and through Princeton University facilities, accomplished without assistance or special knowledge. Without altering the obligations described in sub-paragraph (g) above, Princeton University provides the following information. Princeton University is regulated by both the Rehabilitation Act (also known as Section 504) and the Americans with Disabilities Act (“ADA”) as a “place of public accommodation.” Although therefore both the Uniform Federal Accessibility Standards (“UFAS”) and the ADA Accessibility Guidelines (“ADAAG”) are potentially applicable, Princeton University chooses to comply with applicable ADAAG standards, as well as the New Jersey Barrier-Free Subcode. Refer to Section 2.1, Accessibility, of the Design Standards for further information.

(i) **Value Engineering.** Value engineering, as used in this Article, means an organized effort to analyze the functions of systems, equipment, facilities, services, and supplies for the purpose of achieving the essential functions at the lowest life cycle cost consistent with required performance, reliability, quality, and safety. The Architect-Engineer shall generate value engineering suggestions or proposals throughout the design of the Project, when the Statement of Construction Cost is greater than the Construction Budget, or when requested by Princeton University. The Architect-Engineer shall review and analyze value engineering suggestions or proposals submitted by any other party, including Princeton University and the Contractor. If the Architect-Engineer determines that the value engineering suggestion or proposal is suitable for incorporation into the design of the Project, the Architect-Engineer shall recommend the suggestion or proposal to Princeton University for approval. The approved suggestion or proposal shall be incorporated into the Architect-Engineer’s Design Documents. The Architect-Engineer shall be responsible for the Design Documents regardless of the source of the value engineering suggestion or proposal. If the Architect-Engineer determines that the value engineering suggestion or proposal is not suitable for incorporation into the design of the Project, the Architect-Engineer shall provide a concise, but complete, explanation to Princeton University of the reasons for such determination.

(j) **Princeton University Design Standards.** The Architect-Engineer shall design the Project to comply with the [Princeton University Facilities Design Standards Manual, Release 11.0 \(August 2016\)](#) (the “Design Standards”). If the Architect-Engineer judges an aspect of the Design Standards to be in conflict with a Project requirement, or to be otherwise detrimental to the Project, the Architect-Engineer shall so notify, and abide by written direction from, the Princeton University Representative; provided, however, that if in the judgment of the Architect-Engineer any such direction from the Princeton University Representative would violate applicable codes or sound design practice, or will result in additional cost or delay, the Architect-Engineer shall so notify the Princeton University Representative before proceeding. If the Architect-Engineer deviates from the Design Standards without specific written authorization from Princeton University to do so, Princeton University may instruct the Architect-Engineer to modify the Design Documents as necessary, without additional compensation, to comply with the Design Standards. In order for a design phase to be considered complete, the Architect-Engineer shall submit the required content as outlined in the “Guidelines and Requirements for Documentation” paragraph in each section of the Design Standards Manual by the scheduled completion date of the phase. In the event that any aspect of the Project is constructed in a manner which deviates from the Design Standards without specific written authorization from Princeton University, in addition to any other rights or remedies which may be

available pursuant to the terms of this Contract or by operation of law, Princeton University specifically reserves the right to claim an error or omission on the part of the Architect-Engineer in that regard and seek indemnification therefore.

(k) **Design Documents.** The Architect-Engineer shall submit design documents to Princeton University for purposes of evaluation and approval by Princeton University. Subject to the provisions contained in the next sentence hereof, the Architect-Engineer shall be entitled to rely on approvals received from Princeton University in the further development of the design. Princeton University's approval of the Architect-Engineer's design documents contemplated herein and in other portions of this Contract shall not be for the purpose of determining the accuracy, adequacy, or completeness of such documents, and shall not alter the Architect-Engineer's responsibilities with respect to such documents.

(l) **Meetings and Reports.**

(1) **Meetings.** The Architect-Engineer shall schedule all meetings with Princeton University through the Princeton University's Project Manager. The Architect-Engineer shall prepare an agenda for and minutes of all meetings attended by the Architect-Engineer, except for construction meetings for which the Contractor is assigned to keep the minutes, noting in sufficient detail: topics discussed; information presented and reviewed; decisions made; comments and observations; and "ACTION" items, which shall specifically identify individual responsible, tasks to be undertaken and the date anticipated for completion. The Architect-Engineer shall distribute the minutes within one week of the documented meeting.

(2) **Reports.** On a monthly basis, the Architect-Engineer shall submit a project status report in a format acceptable to Princeton University and which includes the following topics as a minimum: executive summary, schedule/progress, major risks/challenges, staffing, contract, other.

(m) **Communications.** The Architect-Engineer shall have facsimile capability and at least one e-mail address per office.

(n) **Princeton Collaborative System (PCS).**

(1) **System Overview.** Princeton University requires all Contractors and Architect-Engineers to participate in a web-based project management application (currently SharePoint). The application is hosted on Princeton University servers which are maintained by Princeton University staff. The web application is customized by Princeton University and provides for a unique web page for any project. It is the intent for all documentation, correspondence, construction information and workflows that would normally be exchanged between members of the Project team to be maintained in an electronic format and posted on the project web site.

(2) **Minimum System Requirements.** The following summarizes the minimum system requirements for all Contractors and Architect-Engineers to possess in order to participate. It is the responsibility of all Contractors and Architect-Engineers to possess these minimum requirements at no additional cost to Princeton University.

(i) **Hardware/Software Requirements:**

- Any computer capable of running an operating system and web browser
- Microsoft Windows 7 SP1, 8.x 8.x/RT or later; Apple OSX-9 or later; and most versions of Linux, Android and IOS
- Broadband Internet and/or wireless connection

- (ii) The downloadable tools are available at no cost from Princeton University's server. Self-service IT support may be required.
 - (iii) Training sessions will be provided on campus by Princeton University at no cost. Users should allow approximately 3 hours of training per person.
- (3) **Responsible Users/Project Team Members.** All users who are responsible for, or wish to retain individual ownership rights to, project specific documentation, correspondence, drawings or other information will be considered an individual entity on the project team, and will be required to attend training.
- (4) **Roles and Responsibilities.** The following demonstrates the required level of involvement and contribution to the PCS process:
- (i) All Team Members. All documentation required by the Contract, except for specific types defined by Princeton University representative(s), must be posted electronically to the PCS. The PCS requires compliance with document management protocols which govern, for example, file naming, versioning control, format type and maintaining links to associated files. Daily activities in the PCS will include working with the following:
 - Document Libraries. Posting an electronic copy of all documentation to the appropriate library, selecting suitable document attributes from the predefined list, managing personal alerts and initiating internal PCS e-mail notifications to audience members. Other than .DWG drawing files, the preferred document format is Adobe.PDF, with pages individually named, bundled into sections and bookmarked. Other document management protocols set limits for individual file sizes, requiring that large document "volumes" be broken into logical parts.
 - Activities/Workflows. Initiating and responding to workflows as your team role requires (i.e., Initiating submittals, electronically marking-up reviewed submittals, responding to technical reviews, creating RFIs, maintaining subcontractor information logs and compiling linked records for O&M submission).
 - (ii) Contractor. The Contractor will represent all subcontractors when engaging in the PCS. The Contractor may, at their discretion, employ their own project management platform as a complement to, but not in lieu of, the PCS. The PCS includes two unique features dedicated to the collection of operations and maintenance documentation (also known as turnover documents). These features are:
 - Document Archive Library. A location for as-built drawings, as-built schedules of many types as well as other documents that provide as-built information for maintainable assets and systems. The Contractor is required to collect the as-built drawings from the subcontractors and create new as-built schedules from submittal data.
 - Building Elements List (BEL). A database of all maintainable elements/systems. The Contractor, with Princeton University guidance, will develop this project specific list utilizing built in PCS features to link BEL elements to related submittals and other documents.

(iii) Architect-Engineers. During the course of the Project, the Architect-Engineer shall post all Contract Documents to the PCS site. Princeton University requires adherence to CAD standards and specific formats for certain drawing elements (i.e., equipment, finish and door schedules). Design reviews will be tracked in the PCS and the Architect-Engineer shall respond to and acknowledge comments as they occur. With the exception of physical samples, the Architect-Engineer shall post an electronic version of all submittals. At Project completion, the Architect-Engineer shall post a final set of drawings in DWG format that are compliant with Article XIV, Archive Drawings and Specifications as a duplicate set of .PDF files organized in the aforementioned format, page named, bundled and bookmarked. BIM files, when applicable, will be posted on Princeton University's BIM360Glue platform.

(o) **No Conflict of Interest.** Except with Princeton University's knowledge and consent, the Architect-Engineer shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise the Architect-Engineer's professional judgment with respect to this Project.

(p) **Confidential Information.** The Architect-Engineer shall maintain the confidentiality of information specifically designated as confidential by Princeton University, unless withholding such information would violate applicable law, create the risk of significant harm to the public or prevent the Architect-Engineer from establishing a claim or defense in an adjudicatory proceeding. The Architect-Engineer shall require its Subconsultants to maintain the confidentiality of information specifically designated as confidential by Princeton University.

(q) **Building Access.** The Architect-Engineer shall be responsible for the sign out, distribution, safe use and return of all building keys and/or access cards, and shall be responsible for all costs associated with failure to return these items (e.g., the cost to re-key/re-implement the system).

ARTICLE VII – ARCHITECT-ENGINEER'S BASIC SERVICES

(a) Basic Services of the Architect-Engineer shall include the services of all professional and technical disciplines needed to perform the services described in this Article. These services shall be performed: (i) according to the professional skill and care ordinarily employed by competent architects and engineers on higher education institutional projects of the same or similar size, complexity and duration located in and about the Mid-Atlantic and Northeast United States; (ii) in compliance with all applicable federal, state, county and municipal laws, regulations, codes, ordinances and orders, including without limitation, building codes, fire codes, handicapped access laws, and other similar laws, regulations, codes ordinances and orders, whether issued by the United States of America, the State of New Jersey, the County of Mercer, Princeton, or any other authority having jurisdiction over the Project; (iii) in accordance with Princeton University's Design Standards Manual; and (iv) diligently and in the best interests of Princeton University.

(b) **General Project Services.** The Architect-Engineer shall provide the following services throughout all phases of the Project.

(1) Cost estimating services [] are [] are not included in the scope of Basic Services under this Contract.

(2) Building Commissioning Services shall be provided in accordance with Section 3.13 of the Princeton University Design Standards Manual. The Choose an item. will be utilized and is included in the scope of Basic Services under this Contract. When Princeton University elects to

use the third-party commissioning model, the Architect-Engineer shall coordinate its services with this consultant pursuant to Article VI(e).

(3) Building Information Modeling (BIM) services (refer to Section 1.5 of the Princeton University Design Standards Manual) [] are [] are not included in the scope of Basic Services under this Contract.

(4) Third-party Sustainability Certification Services. As described in Section 1.2 of the Princeton University Design Standards Manual, **Princeton University Choose an item.** Whether benchmarking or seeking formal certification, and as part of Basic Services under this Contract, the Architect-Engineer shall coordinate the effort to produce and provide backup documentation to Princeton University for any/all credits relating to the benchmarking or certification process. Princeton University will provide oversight of the process including review of all documentation produced and submission of the certification application.

(5) Comprehensive archive drawings and specifications services [] are [] are not included within the scope of Basic Services under this Contract.

(6) Fire Suppression System Design Services. The Architect-Engineer shall comply with the procedural guidelines set forth in Section 3.7, paragraph 6, of the Princeton University Design Standards Manual.

(7) Structural System Design Services. The Architect-Engineer shall provide a fully-engineered structural system (steel, wood, etc.).

(c) **Schematic Design Services.** The Architect-Engineer shall provide the following schematic design phase services:

(1) **Commencement and Completion.** The Schematic Design Phase shall commence upon written directive from Princeton University and shall be considered complete for purposes of final payment for the Phase upon approval by Princeton University.

(2) **Verification of Existing Conditions.** The Architect-Engineer shall verify existing configurations of space, field measurements of critical dimensions, types and conditions of architectural, mechanical, electrical and other systems, and existing sizes and capacities of systems and equipment, as required by and described in the Part II Project Description.

(3) **Analysis of Alternatives.** Consider alternative approaches to the design of the Project, with the aim of best meeting Princeton University's stated objectives for the Project, including scope, cost, schedule, and design intent.

(4) **Architectural Design.** Based on the Project Description, the Construction Budget and other design criteria, prepare preliminary plans, preliminary sections and building elevations, preliminary selection of building systems and materials, summary of areas and volumes, and perspective sketches or study models where appropriate to convey three-dimensional aspects of the design, including code review and analysis as necessary. This shall include any special design considerations requiring Specialized Subconsultants.

(5) **Structural Design.** Review with Princeton University alternate structural materials and systems. Develop conceptual design solutions for selected systems. Identify system characteristics and limitations, including practical span lengths and bay spacing, and typical sizes of structural members.

- (6) **Mechanical Design.** Develop conceptual design solution for connection to existing services, heating and ventilating, air conditioning, energy conservation, plumbing, fire protection, special mechanical systems, and control systems. Prepare preliminary load assessments, and identify general space requirements. Review with Princeton University alternate materials, systems and equipment.
- (7) **Electrical Design.** Develop conceptual design solutions for power service and distribution, lighting, telephones, fire detection and alarms, security systems, electronic communications, and special electrical systems. Identify general space requirements. Review with Princeton University alternate materials, systems and equipment.
- (8) **Civil Design.** If required, develop conceptual design solutions for on-site utility systems, fire protection systems, drainage systems, grading paving, curb cuts, and off-site utility systems improvements required for the project. Review with Princeton University alternate materials and systems.
- (9) **Landscape Design.** Review with Princeton University alternate materials, systems and equipment. If required, develop conceptual design solutions for land forms, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- (10) **Materials, Research and Specifications.** Review with Princeton University applicable performance criteria and quality standards for potential materials, systems and equipment. Investigate availability and suitability of alternative materials, systems and equipment and make recommendations to Princeton University. Prepare outline specifications in accordance with the Construction Specification Institute (CSI) Manual of Practice.
- (11) **Presentations.** Present Schematic Design Documents to Princeton University, and respond to questions. Documents shall be presented in a format acceptable to Princeton University.
- (12) **Princeton University's Comments.** Record, evaluate, and respond to Princeton University's comments (including those generated by Princeton University's consultants) based on the review of the Schematic Design Documents. Modify the Schematic Design Documents to correct deficiencies, and identify changes which will be incorporated into the design of the Project during the Design Development Phase. Identify any Princeton University-requested design changes, which require additional services.
- (13) **Tests and Inspections.** The Architect-Engineer shall advise Princeton University of any need or advisability of the Princeton University' securing any tests, analyses, studies, reports, or consultants in connection with the development of the Design Documents for the Project.
- (14) **Statement of Construction Cost.** In accordance with the schedule set forth in Article XI, Time of Performance, submit to Princeton University a Statement of Construction Cost in accordance with Article VI(c).
- (15) **Review of Statement of Construction Cost -- Redesign.** Princeton University, the Architect-Engineer and the Contractor shall meet to review and discuss the scope of work and the corresponding Statement of Construction Cost (and to reconcile any differences between the Statements of Construction Cost pursuant to Article VI(c)(3), if the Architect-Engineer has retained a cost estimating Subconsultant). In the event that the Contractor's Statement of Construction Cost (or the reconciled Statement of Construction Cost, if the Architect-Engineer has retained a cost estimating Subconsultant) is greater than the Construction Budget, the Architect-Engineer

shall in accordance with Article VI(c), if requested by Princeton University, as part of Basic Services and at no additional cost to Princeton University, redesign the Project and, after consultation with Princeton University and the Contractor, revise the Schematic Design Documents on the basis of which such Statement of Construction Cost was prepared, until Contractor (and the Architect-Engineer's cost Subconsultant, if any) are able to issue a revised Statement of Construction Cost that does not exceed the Construction Budget.

(d) **Design Development Phase Services.** The Architect-Engineer shall provide the following design development phase services:

(1) **Commencement and Completion.** The Design Development Phase shall commence upon written directive from Princeton University and shall be considered complete for purposes of final payment for the Phase upon approval by Princeton University.

(2) **General.** Based on the approved Schematic Design Documents, incorporating Princeton University's review comments and any adjustments authorized by Princeton University to the program, schedule, or construction budget, further develop the design of the project; resolve remaining design issues with Princeton University; research materials, systems, and equipment; prepare Design Development Documents (including outline specifications), all subject to Princeton University's approval; perform code review and analysis as necessary.

(3) **Architectural Design.** Establish the final scope, relationships, forms, size and appearance of the Project through plans, sections and elevations; typical construction details; final materials selection; equipment layouts; and perspective sketches and study models where appropriate to convey three-dimensional design intent.

(4) **Structural Design.** Based on the approved structural system, establish final structural design criteria, foundation design criteria, bay spacing and other dimensions, preliminary sizing of major structural components, critical coordination clearances, and outline specifications.

(5) **Mechanical Design.** Perform HVAC load calculations, and plumbing fixture counts. Establish equipment sizes and capacities; equipment, distribution, and piping layouts; required space for equipment; required chases and clearances; acoustical and seismic controls; visual impacts; energy conservation measures, and develop control schematics.

(6) **Electrical Design.** Establish the final scope of the lighting, electrical, and communication systems. Establish sizes and capacities of major components; equipment layouts; required space for equipment; required chases and clearances, and energy conservation measures.

(7) **Civil Design.** Establish the final scope and preliminary details for on-site and off-site civil engineering work.

(8) **Millwork Design.** Establish final scope and preliminary details relative to interior construction of the Project; special interior design features; built-in furniture; furnishings, and equipment selections; and materials, finishes and colors.

(9) **Landscape Design.** Establish final scope and preliminary details for landscape construction, materials, plantings, fixtures, and furnishings.

(10) **Specifications.** Prepare a design development specification consisting of summary specification sections organized according to the 2004 CSI Master Format (33 Divisions). Ensure that Division 1 is consistent with Princeton University's standard construction general terms and conditions, and obtain Princeton University's approval prior to including any requirement that is in conflict with said terms and conditions.

- (11) **Presentations.** Present Design Development Documents to Princeton University, and respond to questions. Documents shall be presented in a format acceptable to Princeton University.
- (12) **Princeton University's Comments.** Record, evaluate, and respond to Princeton University's comments (including those generated by Princeton University's consultants) based on the reviews of the 100% Design Development Documents. Modify the Design Development Documents to correct deficiencies and incorporate Princeton University comments, and identify changes, which will be incorporated, into the design of the Project during the Construction Documents Phase. Identify any Princeton University-requested design revisions, which require additional services.
- (13) **Detailed Statement of Construction Cost.** In accordance with the schedule set forth in Article XI, Time of Performance, submit to Princeton University a detailed Statement of Construction Cost in accordance with Article VI(c).
- (14) **Review of Statement of Construction Cost; Redesign.** Princeton University, the Architect-Engineer and the Contractor shall meet to review and discuss the scope of work and the corresponding Statement of Construction Cost (and to reconcile any differences between the Statements of Construction Cost pursuant to Article VI(c)(3), if the Architect-Engineer has retained a cost estimating Subconsultant). In the event that the Contractor's Statement of Construction Cost (or the reconciled Statement of Construction Cost, if the Architect-Engineer has retained a cost estimating Subconsultant) is greater than the Construction Budget, the Architect-Engineer shall in accordance with Article VI(c), if requested by Princeton University, as part of Basic Services and at no additional cost to Princeton University, redesign the Project and, after consultation with Princeton University and the Contractor, revise the Design Development Documents on the basis of which such Statement of Construction Cost was prepared, until Contractor (and the Architect-Engineer's cost Subconsultant, if any) are able to issue a revised Statement of Construction Cost that does not exceed the Construction Budget.
- (e) **Construction Documents Phase Services.** The Architect-Engineer shall provide the following construction documents phase services:
- (1) **Commencement and Completion.** The Construction Documents Phase shall commence upon written directive from Princeton University and shall be considered complete for purposes of final payment for the Phase upon approval by Princeton University.
- (2) **General.** Based upon the approved Design Development Documents, incorporating Princeton University's review comments and any further adjustments in the scope or quality of the Project, or in the construction budget authorized by Princeton University, prepare Construction Documents setting forth in detail all construction requirements for the Project, including code review and analysis as necessary. The Construction Documents shall, as a minimum, consist of drawings, and a project manual, and shall be subject to Princeton University's approval.
- (3) **Drawings.** Drawings shall document the scope of work and details for the project, and shall be coordinated both internally, with the Subconsultants, and with the specifications. Construction Documents shall be in compliance with all applicable codes, ordinances, statutes, regulations and laws, except to the extent expressly and specifically stated in detail in writing by Architect-Engineer at the time of such submission. The drawings shall be signed and sealed by a professional duly licensed under the laws of the State of New Jersey.

- (4) **Project Manual.** The Project Manual shall include:
- (i) General requirements as embodied in Princeton University's standard documents, as may be modified by the Architect-Engineer, subject to Princeton University's approval, to reflect the specific conditions and requirements of the Project.
 - (ii) Technical Specifications prepared by the Architect-Engineer and the Architect-Engineer's Subconsultants.
- (5) **Presentations.** Present the Construction Documents to Princeton University, and respond to questions. Documents shall be presented in a format acceptable to Princeton University.
- (6) **Princeton University's Comments.** Record, evaluate, and respond to Princeton University's comments (including those generated by Princeton University's consultants) based on the review of 50% and 85% Construction Documents. Modify the Construction Documents to correct deficiencies and incorporate Princeton University comments. Identify any Princeton University-requested design revisions, which require additional services.
- (7) **Approvals.** Assist Princeton University in connection with Princeton University's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project. When required by the project schedule, submit to these authorities "early design" packages, which normally include completed designs for structure and underground utilities. Revise documents as necessary to obtain approval from authorities having jurisdiction.
- (8) **Updated Statement of Construction Cost.** When Construction Documents are 50% complete, update the Statement of Construction Cost for the Project, taking into account:
- (i) Changes in materials, systems, or details of construction, which have occurred during preparation of the Construction Documents;
 - (ii) Known changes in the cost of materials, labor or services since the previous Statement of Construction.
 - (iii) Adjustments for known or anticipated changes in the bidding market relative to the Project.
- (9) **Review of Statement of Construction Cost--Redesign.** Princeton University, the Architect-Engineer and the Contractor shall meet to review and discuss the scope of work and the corresponding Statement of Construction Cost (and to reconcile any differences between the Statements of Construction Cost pursuant to Article VI(c)(3), if the Architect-Engineer has retained a cost estimating Subconsultant). In the event that the Contractor's Statement of Construction Cost (or the reconciled Statement of Construction Cost, if the Architect-Engineer has retained a cost estimating Subconsultant) is greater than the Construction Budget, the Architect-Engineer shall in accordance with Article VI(c), if requested by Princeton University, as part of Basic Services and at no additional cost to Princeton University, redesign the Project and, after consultation with Princeton University and the Contractor, revise the Construction Documents on the basis of which such Statement of Construction Cost was prepared, until Contractor (and the Architect-Engineer's cost Subconsultant, if any) are able to issue a revised Statement of Construction Cost that does not exceed the Construction Budget.

(f) **Bidding or Negotiation Phase Services.** The Architect-Engineer shall provide the following bidding or negotiation phase services:

- (1) **Commencement and Completion.** The Bidding or Negotiation Phase shall commence upon written directive from Princeton University and shall be considered complete for purposes of final payment for the Phase upon approval by Princeton University.
- (2) **Pre-Qualification of Contractors.** As necessary, advise and assist Princeton University in evaluating submissions by contractors seeking to be pre-qualified for the work of the project.
- (3) **Solicitation Documents.** Princeton University is responsible for organizing and coordinating the solicitation documents.
- (4) **Invitation to Bid.** As necessary, assist Princeton University in establishing the list of bidders. Princeton University is responsible for issuing all solicitations.
- (5) **Pre-Bid Conference and Walk Through.** As necessary, participate in the pre-bid conference and walk-through. Provide assistance to Princeton University in responding to questions from bidders. All questions and responses shall be recorded and forwarded to Princeton University for distribution.
- (6) **Addenda.** As necessary, assist Princeton University in reviewing questions proposed by Bidders prior to receipt of Bids, and make recommendations. Prepare and submit to Princeton University for distribution to Bidders, addenda information as may be required during bidding. All addenda will be issued by Princeton University.
- (7) **Evaluation of Bids.** If requested by Princeton University, participate in reviews of bids, and make recommendations on award of contract(s).
- (8) **Substitutions.** The Architect-Engineer shall, during both the bidding or negotiation phase, if applicable, and the construction phase, review and respond to requests for substitution submitted by bidders or contractors. Architect-Engineer shall provide its response within three (3) business days unless otherwise agreed to by Princeton University.
- (9) **Redesign.** If the lowest bona fide bid or negotiated proposal exceeds the Construction Budget, Princeton University shall, at its option --
 - (i) give written approval of an increase in the Construction Budget;
 - (ii) authorize rebidding or renegotiating of the Project within a reasonable amount of time;
 - (iii) terminate this Contract in accordance with Article XV; or
 - (iv) cooperate in revising the Project design to reduce the lowest bona fide bid or negotiated proposal.

If Princeton University requests that the Architect-Engineer redesign the Project, the Architect-Engineer, as part of Basic Services and without additional compensation, shall modify the Construction Documents for which the Architect-Engineer is responsible under this Contract as necessary to comply with the Construction Budget. However, if the Contractor's Statement of Construction Cost (or the reconciled Statement of Construction Cost where the Architect-Engineer has retained a cost Subconsultant) is greater than the Construction Budget due solely to Contractor's estimating errors, lack of reasonable efforts to maximize subcontractor competition, or other reasons within the control of the Contractor, then any redesign services performed by the Architect-Engineer shall be considered an Additional Service.

(g) **Construction Phase Services – Administration of the Construction Contract.** The Architect-Engineer shall provide the following services during the construction phase of the project:

- (1) **Commencement and Completion.** The Construction Phase shall commence upon written directive from Princeton University and shall be considered complete for purposes of final payment for the Phase upon Substantial Completion of the Project.
- (2) **Administration.** The Architect-Engineer shall administer the contract between Princeton University and the Contractor, in accordance with the Construction Documents.
- (3) **Interpretation of Documents.** The Architect-Engineer shall respond to the Contractor's requests for information (RFI) and issue sketches and supplemental instructions as required. Response time shall be agreed to between the Contractor and the Architect-Engineer, but shall not result in construction delays.
- (4) **Changes to Construction Documents.** As part of Basic Services, the Architect-Engineer shall review proposed changes with Princeton University and the Contractor, and provide Princeton University with an analysis detailing any impact upon the design, any effect on compliance with laws or industry standards, and any reasons which, in Architect-Engineer's professional opinion, may exist for rejecting or modifying the proposed change. Architect-Engineer shall also review the Contractor's resulting written change proposal to determine that it clearly documents the scope and nature of the proposed change and that the costs or cost savings the Contractor has identified appear complete and appropriate. Architect-Engineer shall make a written recommendation to Princeton University with respect to the proposed change and, if Princeton University elects to proceed with it, Architect-Engineer shall modify the Construction Documents as necessary to effect the change and assist Princeton University in reviewing the Contractor's change order. All such changes must be clearly defined and documented in the change order, pursuant to procedures reasonably requested by Princeton University. If Princeton University requests a change that is inconsistent with an approval previously given by Princeton University, Architect-Engineer's services in dealing with such changes will be treated as Additional Services, and the Architect-Engineer shall give prompt written notice to Princeton University explaining the nature of such Additional Services and why such Additional Services need to be performed.
- (5) **Site Visits.** The Architect-Engineer shall visit the site at intervals appropriate to the stage of construction, but not less than an average of **1 (one)** day(s) per week, to review the progress and quality of the work. The Architect-Engineer shall determine if, in general, the work is being performed in a manner indicating that the work will be in accordance with the Construction Documents when completed. The Architect-Engineer shall confirm that the Contractor is maintaining updated field record documents. The Architect-Engineer shall prepare a written summary of on-site observations and issues raised on each visit, keep Princeton University informed of the progress and quality of the work, and shall endeavor to guard Princeton University against defects and deficiencies in the work. However, the Architect-Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Architect-Engineer shall immediately inform Princeton University in writing of any deviations from the Construction Documents, or any otherwise defective work or improper procedures being carried out by the Contractor or its subcontractors. The Architect-Engineer shall neither have control or charge of, nor be responsible for, the construction manner, means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities under the construction contract.

(6) **Access to the Work.** The Architect-Engineer shall at all times have access to the Work wherever it is in preparation or progress.

(7) **Project Progress Meetings.** The Architect-Engineer and the Architect-Engineer's Subconsultants as required shall attend project progress meetings at two-week intervals, unless an alternate schedule is established by agreement of Princeton University, Architect-Engineer and Contractor.

(8) **Contractor's Application for Payment.** If requested by Princeton University, the Architect-Engineer shall, based on the Architect-Engineer's observations and evaluations of the Contractor's applications for payment, certify amounts due the Contractor and issue certificates of payment in such amount within seven days of receipt of Contractor's applications. The Architect-Engineer's certification for payment shall constitute a representation to Princeton University, based on the Architect-Engineer's observations at the site and on the Contractor's Application for Payment, that to the best of the Architect-Engineer's knowledge, information and belief the work has progressed to the point indicated and that the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect-Engineer. The issuance of a Certificate of Payment shall further constitute a representation that Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect-Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Princeton University to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

(9) **Rejection of Work.** The Architect-Engineer shall recommend that Princeton University reject work which does not conform to the Construction Documents. Whenever the Architect-Engineer considers it necessary or advisable, to determine compliance with the intent of the Construction Documents, the Architect-Engineer shall recommend that Princeton University require additional inspection or testing of the work, whether or not such work is fabricated, installed or completed. However, such actions of the Architect-Engineer shall not give rise to a duty or responsibility of the Architect-Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

(10) **Submittals.** The Architect-Engineer shall review and approve the Contractor's submittals such as shop drawings, product data and samples. The Architect-Engineer's action shall be taken within 10 working days of receipt, unless a shorter period is agreed to with respect to particular submittals. Review of such submittals is not conducted for the purpose of determining accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems by the Contractors, all of which remain the responsibility of the Contractor. The Architect-Engineer's review shall not constitute approval of safety precautions, or of construction means, methods, techniques, sequences or procedures. The Architect-Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of

performance characteristics of materials, systems or equipment is required by the Construction Documents, the Architect-Engineer shall be entitled to rely upon such certification to establish that the material, systems or equipment will meet the performance criteria required by the Construction Documents. The shop drawing review process shall not be used by the Architect-Engineer to enhance or modify the design of the project.

(11) **Construction Changes.** After notification to, and the obtaining of approval from Princeton University, the Architect-Engineer may authorize minor changes in the work which are consistent with the intent of the Construction Documents and which do not involve an adjustment in the contract sum or an extension of the contract time.

(12) **Substantial Completion.** The Architect-Engineer shall review and amend the Contractor's list of items to be completed or corrected, and conduct inspections to assist Princeton University in determining the date or dates of Substantial Completion for all portions of the Project. Princeton University shall issue a certificate of Substantial Completion which establishes the date of Substantial Completion, lists work remaining to be completed and time period for completion, and sets forth transitional and ongoing responsibilities of Princeton University and Contractor relative to utilities, security, repair of damage to the work, etc.

(h) **Closeout Services.**

(1) **Closeout Submittals.** The Architect-Engineer shall receive, review for completeness, and forward to Princeton University written warranties, operation and maintenance manuals, and other documents required by the Construction Documents and assembled by the Contractor. In addition, the Architect-Engineer shall provide, through its Subconsultants if appropriate, a short written description of the mechanical and electrical systems and their operations, together with single-line diagrams as required, for use of maintenance and repair personnel. System descriptions and diagrams shall be coordinated with and cross-referenced to Contractor-furnished maintenance manuals.

(2) **Final Completion and Final Certificate of Payment.** Upon receiving the Contractor's final application for payment, and notice that the Work is complete, the Architect-Engineer shall conduct a final inspection to determine if the Work is complete and acceptable. The Architect-Engineer shall issue a final Certificate of Payment upon Contractor's compliance with all requirements of the Construction Documents.

(3) **Archive Drawings and Archive Specifications.** The Architect-Engineer and its Subconsultants shall prepare and submit Archive Drawings and Specifications as more fully set forth in Article XIV.

(4) **Warranty Inspection.** The Architect-Engineer shall provide services in conjunction with an inspection, approximately 10 months from date of Substantial Completion. Visual inspection shall be made with Princeton University and Contractor to determine whether correction of Work is required in accordance with provisions of the Construction Documents.

ARTICLE VIII - ADDITIONAL SERVICES BY ARCHITECT-ENGINEER

(a) **General.** The following services are *not* included in Basic Services. They shall be provided only if specifically authorized by Princeton University in writing. Before performing any additional services, the Architect-Engineer shall provide to Princeton University the fixed or not-to-exceed costs for performing such services, and shall be compensated as set forth in Article IX of the Agreement. If Architect-Engineer performs services without advance written notice to Princeton University, Architect-Engineer acknowledges that it does so at its own risk and shall not be entitled to payment for such services.

Princeton University is under no obligation to pay Architect-Engineer for such Additional Services until the parties execute a modification of this Agreement. If the parties disagree in good-faith and on a reasonable basis whether a service is a Basic Service or an Additional Service, and Princeton University directs the Architect to proceed with the service as part of its Basic Services, Architect-Engineer shall proceed with the services, subject to later resolution in accordance with the provisions of Article XVII.

(b) **Special Field Investigation Services.** The following special field investigation services are beyond the scope of Services anticipated by this Contract. As needed for the Project, and approved or requested by Princeton University, these services shall be performed by the Architect-Engineer as an Additional Service on a lump sum basis:

- (1) Provide a detailed inventory of Princeton University's existing furniture.
- (2) As specifically requested and authorized by Princeton University, prepare measured existing conditions floor plans of portions of buildings.
- (3) Prepare measured drawings to document the location size of existing mechanical, electrical, or other systems for Princeton University.
- (4) Conduct a detailed investigation of the condition of architectural, mechanical, electrical, and other building systems outside the scope of the current Project, but required to integrate the Project into existing building systems.

(c) **Document Revisions during Construction.** Preparing drawings, specifications and supporting data in connection with Change Orders when the Change Order is for Princeton University requested changes that are inconsistent with an approval previously given by Princeton University.

(d) **Replacement of Work.** Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

(e) **Failure or Default of Contractor.** Providing services made necessary by the failure of performance, termination, or default of the Contractor, by major defects or deficiencies in the work of any Contractor; or by failure of performance of either Princeton University or any Contractor or any Contractor under the construction contract. However, under no circumstances will the Architect-Engineer be entitled to receive additional compensation for services made necessary by the errors, omissions, or failure of performance of the Architect-Engineer and/or its Subconsultants. Additional compensation for extra services made necessary because of a time overrun of more than 10% which is not due to the errors, omissions or failure of performance of the Architect-Engineer and/or its Subconsultants shall be allowed, provided the services were, in fact, extra services that would not have been required but for such increase in the Project time. Basic Services which are simply performed at a later time, but which would have been required had there been no increase in the project time, will not be reimbursed as Additional Services.

(f) **Post Final Completion.** Providing services, other than the 10-month warranty inspection, after issuance to Princeton University of the final Project Certificate for Payment, provided that the Architect-Engineer's closeout phase obligations have been fully completed. In the absence of a final Project Certificate for Payment, providing services required to extend the closeout period more than sixty days after the Date of Substantial Completion of the work, except when the Architect-Engineer is the cause of such extension. An extension of the closeout period beyond sixty days does not entitle the Architect-Engineer to additional compensation for closeout services which are not affected by the time extension, such as review of required closeout submittals, or preparation of MEP systems descriptions, even though such services may occur during the extension.

(g) **Witness.** Preparing to serve or serving as a witness on Princeton University’s behalf in connection with any legal proceeding following close- out, except with regard to claims allegedly arising out of the errors or omissions of the Architect-Engineer or its Subconsultants.

(h) **Site Plan Review.** Notwithstanding the provisions of Article VI, paragraph (g), the Architect-Engineer shall assist Princeton University in fulfilling the requirements of a major or minor site plan review, including preparation of documents in support of an application prepared by others, attendance and testimony at public hearings, and response to issues raised by board members or staff.

(i) **Other Services.** Providing any other services not otherwise included in this Contract and not customarily furnished in accordance with generally accepted architectural practice, which are requested and authorized in advance by Princeton University as being additional services.

(j) Notwithstanding anything to the contrary expressed elsewhere in this Contract, no architectural services made necessary, in whole or in part, by any fault or omission of the Architect-Engineer to perform its duties, responsibilities or obligations under this Contract, shall be compensated as an additional service under the Contract. In addition, no additional services performed prior to the written authorization of Princeton University shall be compensated as an additional service under the Contract.

(k) In addition, if at any time during the term of this Contract Princeton University should request the Architect-Engineer to reduce the scope of services originally agreed upon under this Contract, the Architect-Engineer shall then reduce said scope of services, as requested, and his fee shall be reduced by a fair and equitable amount.

ARTICLE IX – COMPENSATION

(a) **Basic Services Compensation.** The Architect-Engineer agrees to perform all of the services described in Articles VI and VII for the NTE Price of **\$TBD (TBD Dollars)** which is comprised of the Fixed Fee, the Specialized Subconsultants NTE Amount, and the Reimbursable Expenses NTE Amount. The NTE Price is the maximum compensation Architect-Engineer will receive for Basic Services unless otherwise agreed in writing by Princeton University.

(1) **Fixed Fee.** In full compensation for the Architect-Engineer’s Basic Services, including without limitation, full compensation for all Basic Subconsultants (but excluding compensation for Specialized Subconsultants and excluding compensation for Reimbursable Expenses), Princeton University shall pay to Architect-Engineer the Fixed Fee of **\$Fixed Fee** which is allocated as follows:

Schematic Design Phase	\$x,xxx,xxx.xx
Design Development Phase	\$x,xxx,xxx.xx
Construction Documents Phase.....	\$x,xxx,xxx.xx
Bidding or Negotiation Phase	\$x,xxx,xxx.xx
Construction Phase	\$x,xxx,xxx.xx (Note 1)
Closeout Phase.....	\$x,xxx,xxx.xx (Note 2)

Note 1 -- The Construction Phase Fee is based on the number of site visits specified in Article VII(f)(5).

Note 2 – When the optional services for comprehensive archive drawings and specifications are invoked by Article XIV(B) at the time of contract award, the fixed fee for these services is included as a part of the Closeout Phase allocation amount.

(2) **Specialized Subconsultant NTE Amount.** In full compensation for Basic Services performed by Specialized Subconsultants, Princeton University shall pay to Architect-Engineer the actual fees invoiced by Specialized Subconsultants to the Architect-Engineer, which for each Specialized Subconsultant shall not exceed the amounts set forth below which include a mark-up of **Mark-Up%** for Architect-Engineer’s administrative costs associated therewith, and which in the aggregate shall not exceed the total NTE Amount of **\$NTE Amount**.

Subconsultant Name	Discipline/Scope	NTE Amount
		\$xx,xxx.xx
		\$xx,xxx.xx

(3) **Reimbursable Expenses NTE Amount.** As full compensation for Architect-Engineer’s Reimbursable Expenses, Princeton University shall pay to Architect-Engineer the actual expenses incurred by Architect-Engineer and its Subconsultants that are allowable in accordance with the guidelines set forth in paragraph (b) below. Expenses shall be reimbursed at cost and with no markup and, in the aggregate shall not exceed the total not-to-exceed amount of **\$Reimbursables** for Reimbursable Expenses. If at any time the Architect-Engineer has reason to believe that the expenses to be incurred for Reimbursable Expenses in performing this Contract in the next succeeding thirty (30) days, if added to all other payments and costs previously accrued, will exceed eighty-five percent (85%) of the not-to-exceed price for Reimbursable Expenses, the Architect-Engineer shall notify Princeton University giving a revised estimate of total Reimbursable Expenses along with supporting reasons and documentation.

(b) **Reimbursable Expenses.** The Architect-Engineer will be reimbursed for actual expenses in accordance with the guidelines listed below. These guidelines shall apply to all expenses incurred specifically for the project for which reimbursement is sought under this Contract whether incurred directly by the Architect-Engineer or by its Subconsultants. Only direct costs that are wholly attributable to the project shall be allowed. Indirect, prorated, proportional or other shared or estimated expenses shall not be allowed as reimbursable expenses. Deviations from these guidelines shall be allowable only with prior written approval from Princeton University.

(1) Expenses for transportation and living when traveling in connection with the project as approved by Princeton University are allowable subject to the following constraints:

- (i) Transportation and living expenses for travel within a forty (40) mile radius of Princeton University shall not be allowable.
- (ii) “First Class” expenses shall not be allowable. Examples of “First Class” expenses include limousines, chauffeured cars, luxury car rentals, private jets, first class airfare, business class airfare on domestic flights, and any other form of luxury travel. Expenses for the following forms of transportation are considered allowable: public transportation, economy/standard car rental, coach/economy airfare, business class airfare on international flights, and other reasonable forms of transportation.
- (iii) Mileage reimbursement for use of personal vehicles shall be allowable at the standard mileage rate for business set by the IRS at the time of travel.
- (iv) Allowable points of travel shall be between Princeton University and the Architect-Engineer’s office location(s). If Princeton University is the first or last stop of the day, travel between the University and an employee’s home shall be allowable. Travel to Subconsultants’ office locations on behalf of Princeton

University shall be allowable when this project is clearly identified as the sole purpose of the meeting. An agenda for the meeting shall be submitted with the invoice for reimbursement. Travel between an employee's home and normal office location shall not be allowable.

- (v) Meals. Those meals purchased while travelling to or working at Princeton University during normal business hours (typically lunch) shall be allowable. Meals, beverages, or snacks purchased in the Architect-Engineer's home city while not travelling to or from Princeton University shall not be allowable. Reimbursement for alcoholic beverages is not permitted.
- (vi) Hotels. When required, accommodations at the standard single room rate shall be allowable. In-room charges such as movies, mini-bar, water, and snacks shall not be allowable.

(2) Expenses for production or reproduction of drawings, specifications, calculations, cost estimates, program analyses, photographs, renderings, plottings, shop drawings, or similar instruments required as described in Articles VI and VII.

(3) Expenses for printing or copying Construction Documents in quantities suitable for bidding provided the cost is obtained by competitive pricing of outside services.

(4) Expenses for postage, parcel delivery services (UPS or similar carriers), long distance telephone calls, facsimile (fax) transmissions, special deliveries, and couriers or other hired delivery services.

(5) Expenses for fees paid for securing approval of governmental review agencies and authorities if approved in advance by Princeton University. Reproduction expenses for the initial sets of drawings, specifications, calculations and reports for submittal to such agencies (i.e., the Division of Community Affairs, designated plan checking firm, etc.) for plan checking shall be reimbursable.

(c) **Additional Services and Adjustments to the NTE Price.** For changes in the scope of the Project, Princeton University will, upon its written agreement thereto, compensate Architect-Engineer on an hourly basis, as set forth below in the schedule of hourly rates, up to a negotiated maximum fee, or via a negotiated fixed fee if the scope of services can reasonably be determined in advance.

(1) If Princeton University requests that Architect-Engineer perform any services in connection with the Project that Architect-Engineer believes are not included within its Basic Services, Architect-Engineer shall promptly so inform Princeton University in writing and shall provide a fixed or not-to-exceed cost to Princeton University for providing such services. Architect-Engineer shall not proceed with the Additional Services until it receives an express written authorization executed by Princeton University. However, if Princeton University, in the exercise of its reasonable judgment, concludes that the services in question are Basic Services and directs the Architect-Engineer to proceed, Architect-Engineer shall proceed without delay. Failure to so proceed shall constitute a material breach of this Contract; provided, however, that by so proceeding the Architect-Engineer does not waive any claim that it may have related to such services.

(2) In no event will the Architect-Engineer be entitled to any increase in the NTE Price, or any compensation for Additional Services, under this paragraph (c) unless the circumstances giving rise to any claim for additional compensation necessitate the preparation of additional sketches, drawings, or other documents, or the making of substantial changes in any document which has

already been approved by Princeton University or upon which substantial work has already been performed, or other substantial work by the Architect-Engineer.

(d) **Hourly Billing Rates.** The following rates apply to this Contract, and shall remain fixed for the entire duration of this Contract:

Individual/Labor Category	Hourly Rate

ARTICLE X – PAYMENTS

(a) All amounts invoiced and paid under this Contract shall be in U.S. Dollars (\$) and are not subject to currency fluctuation.

(b) Architect-Engineer shall prepare and submit monthly invoices to request payments under this Contract. Invoices shall be typed or computer-generated and include the following minimum information: FPO Contract Number **FC100#####**; Architect-Engineer’s company/business name; a sequential or other unique invoice identifier; the invoice amount; and the invoice date. Invoice documents together with any required supporting documentation shall be scanned or converted into a single PDF file. The Architect-Engineer shall electronically submit the invoice to Princeton University by uploading the PDF file through the FPO Contract Payment Request Portal website located at: <https://facnet.princeton.edu/invoice/>.

(c) Monthly invoices shall include amounts for Basic and Additional Services Compensation per Article IX in accordance with the following:

(1) **Fixed Fee.** Monthly invoices shall include a proportion of the Fixed Fee amount set forth in Article IX(a)(1) based on the percentage of completion of the Schematic Design, Design Development, Construction Documents, Bidding or Negotiation, and Close Out Phases during the billing month. For Construction Phase services, the Architect-Engineer shall submit monthly invoices for equal monthly payments based on the anticipated construction period (from award of the contraction contract to Substantial Completion). If an alternate payment schedule is incorporated into this Contract, monthly invoices shall include amounts per the payment schedule. In no event will amounts be paid that are in excess of the corresponding Fixed Fee amount established for each Phase as set forth in Article IX(a)(1).

(2) **Specialized Subconsultant Fees.** With each monthly invoice, Architect-Engineer shall submit copies of all Specialized Subconsultant invoices for which payment is being requested. The Architect-Engineer shall examine the invoices of its Specialized Subconsultants to confirm that all claimed fees and expenses are allowed under this Contract and shall not include ineligible amounts in its invoices to Princeton University. In no event will amounts be paid that are in excess of the corresponding NTE Amount established for that Specialized Subconsultant as set forth in Article IX(a)(2).

(3) **Reimbursable Expenses.** Architect-Engineer shall include actual amounts incurred during the billing month for Reimbursable Expenses and shall submit receipts, expense reports, and other detailed documentation to substantiate each item of allowable reimbursable expense included on the invoice. Princeton University reserves the right to deduct amounts that are determined to be unallowable in accordance with Article IX(b). In no event will amounts be paid that are in excess of the total Reimbursable Expenses NTE Amount as set forth in Article IX(a)(3).

(4) **Additional Services.** Architect-Engineer shall separately account and invoice for additional services authorized under this Contract pursuant to Article IX(c). For additional services authorized to be performed on an hourly basis, Architect-Engineer shall include actual amounts incurred during the billing month and shall submit detailed backup to support and substantiate the amount being billed, including copies of employee-signed and supervisor-approved time sheets. For additional services for which a fixed fee has been established, Architect-Engineer shall bill as for Fixed Fee as described in paragraph (1) above. In no event will amounts be paid that are in excess of any maximum or fixed fee established for the additional services or that are based on hourly rates that are not in accordance with the hourly rate schedule established in Article IX(d).

(5) In addition to the monthly amounts billed in accordance with the above, invoices shall show the corresponding total amounts as authorized by the Contract and the corresponding cumulative amounts billed to date.

(d) Payments will be made to the Architect-Engineer within 30 days after receipt by the Princeton University Contract Administrator of each invoice that is submitted in proper form and substance. Release of payments will be conditioned upon review and approval of the invoice by Princeton University's Administrative and Technical Representatives designated in Article III(b).

(e) Prior to final payment to the Architect-Engineer, the Architect-Engineer shall furnish evidence satisfactory to Princeton University that there are no claims, obligations or liens outstanding in connection with its Services. Acceptance of final payment shall constitute a waiver of all claims by the Architect-Engineer for compensation for its Services.

(f) Notwithstanding the foregoing provisions, Princeton University shall not be obligated to make any payment to Architect-Engineer hereunder if any one or more of the following conditions exists:

- (1) Architect-Engineer is in default of any of its obligations hereunder;
- (2) Architect-Engineer has failed to make payments promptly to Architect-Engineer's Subconsultants; and/or
- (3) If Princeton University has offsets or backcharges which reduce or eliminate any amounts otherwise due to Architect-Engineer.

ARTICLE XI - TIME OF PERFORMANCE

Time is of the essence of the Contract. The Architect-Engineer shall perform its Services under the Contract in accordance with the Milestone Design Schedule set forth below and the Design Schedule and the Construction Schedule as more fully set forth in Article VI(b).

<u>PROJECT PHASE</u>	<u>MILESTONE DATE/RANGE</u>
Schematic Design (SD) Phase..... Select Start Date through Select End Date	
SD Documents Complete.....	Select Date
Cost Reconciliation Complete	Select Date
Approval to Proceed to DD Phase	Select Date
Design Development (DD) Phase Select Start Date through Select End Date	
DD Documents Complete.....	Select Date
Cost Reconciliation Complete	Select Date
Approval to Proceed to CD Phase	Select Date

Construction Documents (CD) Phase Select Start Date through Select End Date

- 50% Documents Complete **Select Date**
- Cost Reconciliation Complete **Select Date**
- 85% Documents Complete **Select Date**
- GMP Agreement **Select Date**

Bidding & Negotiation (BN) Phase Select Start Date through Select End Date

Construction Phase Select Start Date through Select End Date

Closeout (CO) Phase Select Start Date through Select End Date

ARTICLE XII - INSURANCE AND INDEMNIFICATION

(a) **Insurance.** Prior to beginning any of the Work on the Project or at the time of execution of this Contract, whichever occurs first, the Architect-Engineer shall establish, maintain and keep in force policies for minimum insurance coverage as set forth below:

- (1) **Workers Compensation (WC)** Statutory Minimum*
 - (2) **Employer’s Liability (EL)** \$500,000 Minimum*
- *WC and EL are not required if Architect-Engineer is a solo independent contractor.**

(3) **General Liability (GL):** Commercial General Liability including Contractual, Premises Operations, Products and Completed Operations, Independent Contractors/Vendors and Personal Injury, Bodily Injury and Property Damage.

- Each Occurrence \$2,000,000 Minimum
- Aggregate \$2,000,000 Minimum

(4) **Automobile Liability (AL):** Automobile Liability insurance is required only when use of a vehicle is integral to the performance of the contract or project.

- Bodily Injury and Property Damage \$1,000,000 Minimum

(5) **Professional Liability (PL):** Architect-Engineers who are required to maintain professional licenses in order to practice in their profession shall maintain Professional Liability Insurance coverage as follows:

- Per Claim \$2,000,000 Minimum
- General Aggregate \$2,000,000 Minimum

(b) By requiring such minimum insurance, Princeton University shall not be deemed or construed to have assessed the risk that may be applicable to the Architect-Engineer for this Project or under this Contract. The Architect-Engineer shall assess its own risks and if deemed to be appropriate and/or prudent, should maintain higher limits and/or broader coverage than that stipulated above. The Architect-Engineer is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

(c) Insurance shall be provided at the Architect-Engineer’s expense as part of the Fixed Fee or Hourly Expenses NTE Amount for Basic Services and shall not be charged directly to Princeton University as a Reimbursable Expense.

(d) Insurance policies required by this clause shall be written by a Carrier licensed to do business in the State of New Jersey with a Financial Strength Rating (FSR) of at least "A" and a Financial Size Category (FSC) of at least "VIII" in *A.M. Best’s Key Rating Guide*.

(e) For all General Liability insurance policies, the Architect-Engineer shall name "The Trustees of Princeton University, its Officers, Employees and Agents," as additional insureds in the insurance policies specified in paragraph (a) with respect to any liability resulting from or in any way connected with any activity provided for under this Contract, and said insurance coverage shall be primary as to any other valid and collectible insurance of Princeton University.

(f) The minimum insurance coverage shall be maintained for the entire duration of the Project. In the case of Professional Liability, coverage shall continue for a period of three (3) years after Substantial Completion of the Project. The Princeton University Contract Administrator shall be notified by the Architect-Engineer or its Insurance Carrier at least 30 days prior to any material change to or cancellation of any of insurance coverage.

(g) Prior to commencing any work on the Project or execution of this Contract, whichever occurs first, the Architect-Engineer or its Insurance Carrier shall provide a Certificate(s) of Insurance (COI) evidencing compliance with all requirements for insurance coverage as indicated in this Article. The COI shall be submitted to the Princeton University Contract Administrator at the address shown on page 1 of this Agreement for review and approval. For the duration of the contract, the Architect-Engineer or its Insurance Broker/Carrier shall provide updated COI's to evidence renewals or other changes to insurance policies or coverage. Additionally, a COI shall be provided, and updated annually, that evidences that the required Professional Liability coverage is in place for at least three (3) years following Substantial Completion of the Project.

(h) **Indemnification -**

(1) To the fullest extent permitted by the laws of the State of New Jersey, and subject to subparagraph (2) below, the Architect-Engineer (the "Indemnitor") agrees to indemnify and hold harmless, and pay for the defense of Princeton University, its trustees, officers and employees, and any affiliated or related entities (the "Indemnitees") against all claims, loss, liability, damage, costs and expenses, including reasonable attorney's fees, that are alleged to have occurred in whole or in part as a result of the negligent acts or omissions of the Indemnitor, its agents, Subconsultants, employees, or representatives.

(2) Equitable Adjustment. In the event that acts, representations or omissions of an Indemnitee **materially** contributed to the nature or manner of performance or nonperformance by the Indemnitor, or its agents, Subconsultants, employees, or representatives or nonperformance which gives rise to Indemnitor's liability under paragraph "1" above, the indemnity obligation shall be equitably adjusted to reflect said material contribution, with the Indemnitor retaining proportional liability for indemnification consistent with that equitable adjustment., **except** that Indemnitor may not avail itself of rights under this subparagraph "2" until it has provided the Indemnitees with reasonably timely notice, via a written statement, of Indemnitor's good faith factual basis for equitable adjustment, and proposed an adjustment based upon percentages, liability limits, or any other method of allocation that is appropriate under the circumstances.

(3) The Indemnitor further agrees to defend (with counsel reasonably acceptable to the Indemnitees), indemnify and hold harmless the Indemnitees against all claims, loss, liability, damages, costs or expenses, including reasonable attorneys' fees, that are alleged to have occurred in whole or in part as a result of the Indemnitor's failure to be insured in compliance with the requirements of this Article XII, and/or Indemnitor's failure to be properly licensed in the State of New Jersey.

(4) Survival. This indemnification obligation shall survive termination of this Agreement.

ARTICLE XIII – OWNERSHIP AND USE OF DOCUMENTS

(a) **Authorship and Copyright; Perpetual License to Use.** The original design documents, including drawings, specifications and other documents prepared by the Architect-Engineer for this Project are instruments of the Architect-Engineer's service. Unless otherwise provided, the Architect-Engineer shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright; provided, however, the Architect-Engineer agrees to and does hereby grant Princeton University a perpetual, world-wide, royalty-free license ("License") to all such documents in which it may claim a copyright and to all architectural work as to which it may assert any rights or establish any claim under the design patent or copyright laws. Princeton University's License shall entitle it to unlimited rights in all architectural works arising out of the Architect-Engineer's performance of services pursuant to this Contract, so long as its use thereof is consistent with Princeton University's purpose, as set forth in its Charter. This License shall include, but not be limited to, drawings, specifications, architectural designs of buildings and structures, notes and other architectural and engineering documents produced by or on behalf of Architect-Engineer in the performance of this Contract, or in contemplation thereof, archive drawings and archive specifications produced after completion (including the right to use same for comprehensive campus-wide mapping endeavors), electronic data and any and all other "architectural works" as that term is defined in the Architectural Works Copyright Protection Act at 17 U.S.C. 102 (a)(8). Princeton University shall defend, indemnify and hold the Architect-Engineer harmless from and against all claims, losses, liabilities and damages arising out of Princeton University's use of documents pursuant to this License for any purpose other than in connection with the Project which is the subject of this Contract.

(b) At any time upon demand by Princeton University, Architect-Engineer shall furnish to Princeton University as a Reimbursable Expense a complete set of all work product prepared by or obtained by the Architect-Engineer to date of such demand. In the event of Architect-Engineer's failure to comply with Princeton University's demand hereunder, the parties agree that any remedy at law would be inadequate and entitle Princeton University to equitable relief including without limitation the remedy of specific performance.

(c) In the event that the Contract is terminated for Architect-Engineer's default or for Princeton University's convenience pursuant to Article XV hereof, Architect-Engineer shall remain responsible for all signed and sealed construction documents prepared by Architect-Engineer or its Subconsultants, except to the extent that such documents are modified, misused or misinterpreted by Princeton University, or its contractors, or any replacement architect. In all other cases, reuse of the Architect-Engineer's design documents without written authorization by Architect-Engineer shall be at Princeton University's risk.

(d) The Architect-Engineer shall be permitted to reuse individual elements of the design for the Project on other projects; provided, however, that the Architect-Engineer shall not substantially reproduce the design of this Project on any other project without Princeton University's prior written approval.

(e) Notwithstanding paragraph (a), renderings, presentation models, and mock-ups shall become property of Princeton University.

(f) Nothing in this Article shall be construed to limit or constrain Princeton University's use of documents in which the Architect-Engineer may claim a copyright as permitted under the "Fair Use" doctrine of the United States Copyright Act, 17-U.S.C. § 1 et seq.

ARTICLE XIV – ARCHIVE DRAWINGS AND SPECIFICATIONS

(a) As part of its Basic Services, the Architect-Engineer shall comply with the archiving requirements set forth in Section 1.5 - Documentation and Archiving of the Princeton University Facilities Department Design Standards Manual and shall furnish to Princeton University Record Drawings and Specifications in the formats prescribed therein.

(b) When comprehensive archive drawings and specifications services are included in the scope of work for this Contract, the Architect-Engineer shall reconcile the Record Drawings and specifications deliverable pursuant to this Article XIV with the Contractor's As-Built Drawings and deliver a set of comprehensive archive drawings and specifications for Princeton University's archive in the formats prescribed in Section 1.5 of the Princeton University Design Standards Manual. This is an optional service that Princeton University may choose to invoke at the time of contract award or any time thereafter prior to the date of Substantial Completion for the project at a fixed fee of **\$Alternate Price**. If this option is invoked at the time of contract award, this amount will be included in the Fixed Fee set forth in Article IX(a)(1). If this option is invoked any time after award of the contract, these services will be added as Additional Services in accordance with Article IX(c) at his fixed fee amount.

ARTICLE XV – TERMINATION**(a) Termination of Contract for Architect-Engineer's Default.**

(1) **Grounds.** If Architect-Engineer fails to perform any of its material duties under the Contract in a timely fashion, for reasons not due to the fault of Princeton University, Contractor or any subcontractor, or otherwise materially breaches the Contract in any way, Princeton University may terminate the Contract for default. Without limitation, termination for default will be permitted if Architect-Engineer fails to promptly correct any errors, omissions or other deficiencies in documents prepared by Architect-Engineer upon receiving notice of them from Princeton University or otherwise becoming aware of them; fails to adhere to agreed schedules or to perform in a timely fashion; fails to continue its performance during the pendency of a dispute, as required by the Contract; becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or insolvency or has an involuntary petition in bankruptcy or insolvency filed against it, or has a receiver appointed; files for dissolution or otherwise is dissolved; or if Princeton University shall have reasonable grounds to believe that Architect-Engineer does not have the technical or financial ability to complete its obligations under the Contract and Architect-Engineer fails to give Princeton University prompt and reasonable assurances of its ability to perform. Upon such termination for default, Architect-Engineer shall be liable to Princeton University for all loss, cost or expense reasonably incurred by Princeton University as a result of such termination, including claims attributable to any procurement costs incurred by Princeton University to complete the remaining obligations of Architect-Engineer under this Contract.

(2) **Notice and Effective Date.** Princeton University shall notify Architect-Engineer, in writing, of a termination for default, and the reasons prompting it. Thereafter, Architect-Engineer shall have ten (10) days to cure such default ("Cure Period") or a reasonable period of time if it is practically impossible to cure such default within ten days provided that Architect-Engineer gives Princeton University reasonable assurances that a satisfactory cure will be effectuated within such reasonable time. Should the default not be cured, nor reasonable assurances given that the default will be cured within a reasonable time, the termination shall take effect, without further notice, on the date specified in the notice. However, the termination will not take effect if, before

the termination's effective date, Princeton University delivers to Architect-Engineer a written revocation of the termination.

(3) **Termination Remedy Cumulative.** The remedy of termination is not exclusive, but is in addition to all other rights or remedies Princeton University may have in law or equity for any breach of contract by Architect-Engineer. Neither termination of the Contract nor any payment to Architect-Engineer shall limit or impair the right of Princeton University to recover damages occasioned by the fault or default of Architect-Engineer.

(4) **Effect of Wrongful Termination Under This Section.** Upon the determination by a court that termination of Architect-Engineer or its successor in interest pursuant to paragraph (a) above was wrongful, such termination will be deemed converted to a termination for convenience such that Architect-Engineer's remedy for wrongful termination shall be limited to the recovery of the payment permitted for termination for convenience as set forth in paragraph (b) below.

(b) **Termination for Convenience.** Princeton University may terminate the Contract, without declaring Architect-Engineer in default, with or without cause, by providing Architect-Engineer with thirty (30) calendar days' written notice of termination for convenience at any time.

If the Architect-Engineer is a sole proprietor and the Architect-Engineer should die during the term of this Contract, this Contract shall be considered terminated. In the event of such termination, the Architect-Engineer's estate shall be entitled to reasonable payment for any uncompensated work performed to the date of death, and Princeton University shall have title to and/or the right to immediate use and possession of all finished and unfinished documents prepared under this Contract, as if this Contract had been terminated for the convenience of Princeton University pursuant to this paragraph (b).

(c) **Deliverables and Compensation.** In the event of termination, whether under paragraph (a) or (b) above or otherwise, Architect-Engineer shall promptly deliver to Princeton University all records, documents, working papers, calculations, computer programs, data, drawings, plans, specifications and other tangible work products and all equipment, materials, items or objects acquired by Architect-Engineer that were reimbursed by Princeton University, pertaining to the services performed under this Contract to the time of termination; provided that Princeton University has paid to Architect-Engineer all amounts due and owing as of the date of termination, exclusive of amounts disputed in good faith by Princeton University. In addition,

(1) If termination is under paragraph (a) for default, compensation will be paid only for services properly performed and actual expenses incurred through the date of termination less the amount of any asserted claims of Princeton University or any claims arising out of such termination under paragraph (a)(1), and if all such claims exceed the amount of compensation due, Architect-Engineer shall pay upon demand such excess to Princeton University.

(2) If termination is under paragraph (b) for convenience (or is converted from a default termination to a termination for convenience pursuant to paragraph (a)(4) above), Architect-Engineer shall be paid a percentage of its Basic Services compensation corresponding to the value of the work actually completed by Architect-Engineer as of the date of the termination, together with compensation for any approved Additional Services actually completed. The value of Basic Services completed shall be based upon the breakdown set forth in the Article IX. The payment of these amounts is Architect-Engineer's sole remedy for termination. In no event shall Architect-Engineer be entitled to recover any additional amounts after termination, including, without limitation, profits or overhead on portions of the work not performed as of the effective date of termination. Compensation shall in no case exceed the limits established in this Contract for each phase of the work as to which Princeton University has expressly authorized Architect-Engineer

to proceed, plus reasonable expenses arising from and limited to Architect-Engineer's demobilization of staff as a direct result of termination of this Contract.

(d) **Termination of Contract for Princeton University's Default.** If Princeton University fails to make payments to Architect-Engineer in accordance with this Contract, exclusive of payments disputed by Princeton University in good faith, such failure shall be considered substantial nonperformance and cause for termination, or, at Architect-Engineer's option, cause for suspension of performance of services under this Contract. If Architect-Engineer elects to suspend services, prior to suspension of services, Architect-Engineer shall give seven (7) days' written notice to Princeton University. In the event of the suspension of services, Architect-Engineer shall have no liability to Princeton University for delay or damage caused Princeton University because of such suspension of services. Before resuming services, Architect-Engineer shall be paid all sums due, except amounts disputed by Princeton University in good faith, prior to suspension and any expenses incurred in the interruption and resumption of Architect-Engineer's services. Architect-Engineer's fee for the remaining services and the time schedules shall be equitably adjusted. If Architect-Engineer elects to terminate this Contract for material nonpayment or other material breach of contract, the Architect-Engineer shall notify Princeton University, in writing, of the termination for default, and the reasons prompting it. Thereafter, Princeton University shall have ten (10) days to cure such default ("Cure Period"), or a reasonable period of time if it is practically impossible to cure such default within ten days provided that Princeton University gives Architect-Engineer reasonable assurances that a satisfactory cure will be effectuated within such reasonable time. Should the default not be cured, nor reasonable assurances given that the default will be cured within a reasonable time, the termination shall take effect, without further notice, on the date specified in the notice. However, the termination will not take effect if, before the termination's effective date, Architect-Engineer delivers to Princeton University a written revocation of the termination.

ARTICLE XVI – SUSPENSION

(a) Princeton University, at any time, upon three (3) days written notice to the Architect-Engineer may suspend all or any part of the services of the Architect-Engineer.

(b) In the event of suspension by Princeton University as noted above, the Architect-Engineer shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, based on a percentage of its Basic Services compensation corresponding to the value of the work actually completed by Architect-Engineer as of the date of the suspension, together with compensation for any approved Additional Services actually completed. The value of Basic Services completed shall be based upon the breakdown set forth in the Article IX, but no amount shall be allowed for anticipated profit on unperformed services.

(c) Should Princeton University reactivate any assigned work covered by this Contract, in whole or in part, within 180 days from the time the work was suspended, any fees paid to the Architect-Engineer pursuant to this Contract shall be applied as payment on the fees for the work as set forth in this Contract at this time of reactivation. Should reactivation occur after a period of suspension exceeding 180 days, the Architect-Engineer and Princeton University may renegotiate the fees based on current conditions or either may unilaterally elect to terminate the Contract as it pertains to the remaining work.

(d) In the event Princeton University decides to suspend any work under this Contract, Princeton University shall remain entitled to unlimited access to all finished and unfinished documents prepared by the Architect-Engineer pursuant to this Contract and shall be vested with all rights to such documents as set forth in Article XIII.

(e) If the Architect-Engineer should be unwilling or unable to perform the Services required by this Contract at the time Princeton University desires to reactivate the work after a period of suspension, then

Princeton University shall have title to and/or the right to immediately use and possess all finished and unfinished documents prepared under this Contract as if the Contract had been terminated pursuant to Article XV(b).

ARTICLE XVII - DISPUTE RESOLUTION

(a) If a claim, controversy or dispute between Princeton University and Architect-Engineer arises concerning the interpretation of the Contract, the performance of any portion of Architect-Engineer's services, or any other matter arising under or relating to this Contract, or the breach thereof, the parties shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of the issue.

(b) If the parties are unable to resolve the claim, controversy or dispute within fifteen (15) business days (or such longer time agreed to by both parties), they shall, upon demand by either party, within ten (10) business days thereafter (or such longer time agreed to by both parties), agree upon and retain (with expenses to be borne equally by the parties) a neutral individual to act as a mediator. (If the parties cannot agree upon a mediator within the time period, the selection shall be made by the American Arbitration Association upon the request of either party, with the administrative costs for such selection to be borne equally by the parties.) The mediation shall be conducted within sixty (60) days of the appointment of the mediator (unless the parties agree to a later date), and shall be conducted confidentially in an effort to settle the claim, controversy or dispute.

(c) If the claim, controversy or dispute is not settled within ten (10) business days after the first day of mediation (or such longer time agreed to by both parties), either party may initiate litigation in the United States District Court for the District of New Jersey that covers Mercer County, or in the Superior Court of the State of New Jersey for Mercer County, and Architect-Engineer may not initiate litigation in any other forum; however, neither party may initiate litigation against the other without first utilizing the process set forth in this Article XVII except for seeking a temporary restraining order and/or a preliminary injunction. To the extent permitted by law, the parties agree that any statute of limitations applicable to any claim, controversy or dispute shall be tolled from the date that such notice is sent under subparagraph (b) above until the first day upon which the parties are permitted to initiate litigation as set forth in this subparagraph (c).

(d) Princeton University and Architect-Engineer agree that this Article XVII shall apply to all claims, controversies and disputes arising between them, including those involving other parties which have entered into contracts with Princeton University or the Architect-Engineer containing provisions substantially similar to this Article. In the event of such a claim, controversy or dispute involving third parties bound by such provisions, the procedure set forth above shall be interpreted and applied so as to encompass all such parties to the dispute. (For example, notice must be given to all parties, all parties must agree to extensions of time, and all parties must share proportionately the costs of the mediator referred to above.) The Architect-Engineer expressly agrees (i) to being joined in any mediation or litigation between Princeton University and one or more third parties giving rise to a claim by Princeton University against Architect-Engineer relating to the Project, and (ii) to the joinder of one or more third parties in any mediation or litigation between Princeton University and Architect-Engineer where such mediation or litigation gives rise to a claim by Princeton University against such third parties.

(e) Pending final resolution of any claim, controversy or dispute, (i) Architect-Engineer shall proceed diligently with the performance of its obligations under the Contract without interruptions or delay, and shall not directly or indirectly stop or delay its performance; and (ii) Princeton University shall make timely payment in accordance with the Contract of all undisputed amounts.

ARTICLE XVIII – MISCELLANEOUS

- (a) **Independent Contractor.** In performing hereunder, Architect-Engineer and its employees, agents, subconsultants and representatives shall be as independent contractors and not as employees or agents of Princeton University. All persons furnished or retained by Architect-Engineer in connection with this Contract are so furnished or retained as Architect-Engineer's employees or agents. Architect-Engineer shall not transact business, enter into agreements, or otherwise make commitments on behalf of Princeton University unless expressly authorized in writing by Princeton University. Neither Architect-Engineer nor its employees, agents, subconsultants or representatives shall be entitled to benefits provided by Princeton University to its employees, including but not limited to fringe benefits, worker's compensation, health and unemployment insurance, and pension plans. Princeton University shall not pay or withhold federal, state, or local income or other payroll taxes on behalf of Architect-Engineer or its employees, agents, subconsultants or representatives. Architect-Engineer agrees to report and pay all applicable taxes. Architect-Engineer shall defend, indemnify and hold harmless University from and against any and all liability for the payment of taxes, interest and/or penalties, as well as damages and costs, including attorney's fees, in connection with any claim or finding that Architect-Engineer and/or its employees, agents, subconsultants or representatives are employees of Princeton University.
- (b) **Notices.** All notices to be given hereunder shall be in writing, and may be sent or delivered by (1) depositing the same in any international overnight delivery system addressed to the party to be notified, (2) commercial messenger service, (3) email, but such notice shall only be effective if the notice is acknowledged by an automatic receipt or a reply, (4) hand delivery to such party or (5) US certified mail, return receipt requested. Notice deposited in the mail in accordance with the provisions hereof shall be effective and deemed to have been given (unless otherwise extended in such notice) on the third regular business day following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. All notices to be given to the parties hereto shall be sent to the Princeton University Administrative Representative or Architect-Engineer Principal in Charge identified in the Agreement. The parties hereto shall have the right to change their respective addresses for receipt of notices hereunder by written notice to the others specifying the new address.
- (c) **Rights and Remedies.** Princeton University's review, approval, acceptance or payment for services under this Contract shall not operate as a waiver of any rights under this Contract and Architect-Engineer shall be and remain liable to Princeton University for all damages incurred by Princeton University as the result of Architect-Engineer's failure to perform in conformance with the terms and conditions of this Contract. The rights and remedies of Princeton University provided for under this Contract are in addition to any other rights or remedies provided by law.
- (d) **No Third Party Beneficiaries.** The parties acknowledge that this Contract is not intended to create, and shall not be construed to create, third party beneficiary rights for or against any third party, except as expressly set forth herein.
- (e) **Successors and Assigns.** Architect-Engineer shall not in whole or in part assign or transfer this Contract or delegate its duties without the prior written approval of Princeton University. Architect-Engineer for itself and Architect-Engineer's successors, Subconsultants, assigns, partners and legal representatives, binds them to Princeton University with respect to all covenants of this Contract. Princeton University for itself and its successors, assigns and legal representatives, binds them to Architect-Engineer with respect to all covenants of this Contract.
- (f) **Execution.** The Contract may be signed in more than one identical counterpart, each of which shall be deemed to be an original hereof.

(g) **Limitation of Actions.** The parties agree that any action by Architect-Engineer against Princeton University arising out of or relating to this Contract shall be commenced within one (1) year after Substantial Completion of construction of the Project, any otherwise applicable statutory limitations period notwithstanding, except for actions for indemnity or contribution arising out of actions brought against Architect-Engineer by third parties. The parties further agree that any period of limitations on any claim of Princeton University against the Architect-Engineer shall in no event begin to run until the date of Substantial Completion of construction of the Project or until the date on which Princeton University knew the basis for the claim against the Architect-Engineer, whichever is later.

(h) **Equal Opportunity Employer.** Princeton University is an Equal Opportunity Employer. Pursuant to Executive Orders 11246 and 11375, Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam-Era Veterans Readjustment Act of 1974, Princeton University has developed Affirmative Action Plans that have been filed with and approved by the U.S. Department of Labor's Office of Federal Contract Compliance Programs, and are available for review upon request. The Architect-Engineer (and Subconsultants, if applicable) shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Architect-Engineer also warrants that it will comply with all applicable executive orders, and federal, state, and local laws, regulations, and rules, and, Princeton University policies, as appropriate, relating to nondiscrimination, equal employment opportunity, and affirmative action.

(i) **Advertisement.** Architect-Engineer shall not display, issue or permit to be issued any professional award application, advertisement, press release, professional or scholarly journal or literature of any kind that refers, directly or indirectly, to Princeton University or the services performed in connection with the Contract unless it first obtains the written approval of Princeton University. Architect-Engineer's written request for approval and submission of material shall be made to Princeton University's Project Manager not less than ten (10) day's prior to the date needed for any such requested review and approval. Architect-Engineer's failure to strictly comply with the terms of this Article XVIII(g) shall be a material breach of this Contract.

(j) **Severability.** Should any provision of this Contract be held unenforceable as a matter of law, the validity of the remaining provisions shall not be affected by such a holding, providing that the unenforceable provision was not a controlling or material inducement to the making of the Contract.

(k) **Modification.** The parties agree that this Contract may be modified from time to time only by means of written documents signed by both parties. In the normal course, any changes to the provisions of this Contract shall be made by way of an executed change order.

(l) **Waiver.** It is agreed that no waiver by either party of any breach by the other party of any of the provisions herein shall be deemed a waiver as to any prior, subsequent and/or similar breach, or any other breach whatsoever.

(m) **Applicable Law.** This Contract is deemed entered into in the State of New Jersey, and is to be construed under the laws of that state, without regard to its conflict of laws doctrine.

(n) **Applicable Currency.** The applicable currency for all price and other monetary terms in the Contract is U.S. Dollars. Payments under the Contract will be made in US Dollars unless otherwise specified in the Contract.

(o) **Licensed Architect-Engineer.** Architect-Engineer hereby warrants that for the duration of the Contract it, as an entity, and to the extent required by applicable law, all persons providing professional services under the Contract, shall be fully licensed and authorized to practice in New Jersey and to provide any other services required under the Contract.

(p) **Records/Right to Audit.** The Architect-Engineer is required to retain records which shall include, but not be limited to, copies of all plans, specifications, submittals, correspondence, email, minutes, memoranda, audio visual recordings, videos, policies, procedures, accounting records and other data, regardless of type and regardless of whether such items are in written form, in the form of electronic data, or in any other form, which document the Project, its design, and its construction, and all costs relating thereto, and that in Princeton University’s judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Contract. The Architect-Engineer shall retain all records relating to this Contract until the expiration of seven (7) years after final payment is made under this Contract or for any longer period of time as may be required by law or good business practice, or six (6) months after final resolution (by non-appealable judgment or settlement) of any disputes, whichever may be later. Upon the request of Princeton University, and by no later than three (3) days after written notice, the Architect-Engineer shall make its records available during normal business hours to Princeton University, its authorized representative(s) or to any state, federal or other regulatory authority. Any such authority, Princeton University and its authorized representative(s) shall be entitled to inspect, examine, review, copy and audit the Architect-Engineer’s records at its own expense, within adequate work space at the Architect-Engineer’s facilities. Failure by the Architect-Engineer to supply substantiating records shall be reason to exclude the related costs from amounts which might otherwise be payable by Princeton University to the Architect-Engineer pursuant to the Contract.

(q) **Entire Contract.** This Contract represents the entire and integrated agreement between Princeton University and the Architect-Engineer and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract:

**ON BEHALF OF
FIRM NAME**

BY: _____

PRINTED: _____

TITLE: _____

DATE: _____

**ON BEHALF OF
THE TRUSTEES OF PRINCETON UNIVERSITY**

BY: _____

PRINTED: KyuJung Whang

TITLE: Vice President for Facilities

DATE: _____

Princeton University-Contract Funding Summary

Department	Fund	Account	Program	Site	Project	Amount
####	A####	####		#####	#####	\$##,###,###.##
####	A####	####		#####	#####	\$##,###,###.##
CONTRACT TOTAL						\$##,###,###.##

Model Document

CONTRACT NUMBER FC100#####

PROJECT TITLE

PART II

PROJECT DESCRIPTION

The following document(s) attached hereto or incorporated by reference comprise the Project Description for this contract:

- Princeton University Project Description entitled Project Description dated MM/DD/YYYY