



PRINCETON UNIVERSITY

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

CONSTRUCTION SERVICES

FOR

PROJECT TITLE

CONTRACT NUMBER FC100#####

WITH

FIRM NAME

CONTRACT NUMBER FC100#####
CONSTRUCTION SERVICES FOR
PROJECT TITLE

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PART I AGREEMENT

PROJECT/SERVICES	EFFECTIVE DATE OF CONTRACT
Construction Services for Project Title	Month DD, YYYY
THE TRUSTEES OF PRINCETON UNIVERSITY	CONTRACTOR
Princeton University Facilities Contract Administration Office E. A. MacMillan Building Annex Princeton, NJ 08544	Firm Name Address, City, State, Zip

This Cost Plus Fixed Fee Construction Services Contract (the "Contract") for the Project Title (the "Project") 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 "Contractor"), organized and existing under the laws of the State or Commonwealth of [State] with its principal offices located at the address shown above.

WITNESSETH

WHEREAS, Princeton University desires that the Contractor furnish Construction services more fully described in the documents comprising this Contract; and

WHEREAS, the Contractor represents that it is willing and able to provide these services in accordance with the terms of this Contract;

NOW THEREFORE, the parties do mutually agree as follows:

ARTICLE I - THE "CONTRACT"

(a) This Contract is comprised of the documents listed below (the "Contract Documents"), including all modifications thereof. The Contract Documents are complementary and are intended to include and imply all items reasonably required for the proper execution and completion of the Work (as defined in Clause A1 of the General Terms and Conditions) under this Contract. However, in the event of any conflict between or among the Contract Documents, the documents shall control in the following order:

- (1) **Agreement (Part I)**
- (2) **Basis of Estimate (Part III), which includes:**
 - Assumptions and Clarifications dated Select Document Date.
 - Document List dated Select Document Date.
- (3) **Target Price Breakdown (Part IV) dated Select Document Date.**
- (4) **General Terms and Conditions Cost Plus Fixed Fee Type Construction Contracts (v8.0 6-2015) (Part II)**

(b) Unless specifically included as a part of the Contract Documents, any and all prior negotiations and writings of every kind concerning this Contract or the Work described herein are superseded and

supplanted by this Contract unless specifically included within the Contract Documents. Any changes to the provisions of this Contract made following the execution of this Contract, including changes to the Contract Documents, shall be made in writing by way of an executed Change Order, as set forth in General Terms & Conditions Clause M5 - Changes Under CPFF Contracts.

ARTICLE II – DEFINITIONS

Definitions applicable to this Contract are found in General Terms & Conditions Clause A1 - Definitions. The following additional definitions are also applicable to this Contract:

- (a) The term "Architect-Engineer" as it appears in the Contract Documents shall specifically mean Project Architect, having an office at Project Architect City, State and shall collectively mean the project team assembled and led by the Architect-Engineer including structural, mechanical, electrical and other engineers and all other consultants retained by the Architect-Engineer to design the elements and observe the construction of a complete building structure and system.
- (b) The term "Cost of the Work" or "Cost" as it appears in this Contract is further defined in General Terms & Conditions Clause M4 - Cost of the Work—CPFF Contracts and represents the Contractor's estimated or actual costs (excluding fee) to perform the Work and the Contractor's other obligations under this Contract.
- (c) The term "Fixed Fee" or "Fee" as it appears in this Contract shall specifically mean the fixed amount payable to the Contractor above, beyond, and in addition to the actual Cost of the Work.
- (d) The term "Target Price" as it appears in this Contract shall mean the total estimated amount for Contractor's performance of the Work that is comprised of the estimated Cost of the Work plus the Fixed Fee amount ("Cost Plus Fixed Fee").

ARTICLE III - STATEMENT OF WORK

- (a) **General.** The Contractor shall furnish all labor, equipment, material and supervision to complete the Work shown in the Contract Documents listed or referred to in Article I hereof for the Project, in accordance with this Contract.
- (b) **Building Information Modeling (BIM).** BIM Services are are not included in the scope of this Contract (refer to Section 1.5 of the [Princeton University Design Standards Manual, Release 10.0 \(August 2014\)](#)).

ARTICLE IV – AMOUNT OF CONTRACT – COST PLUS FIXED FEE

- (a) **Target Price.** In full consideration for the performance of the Work and all other obligations of Contractor hereunder, Princeton University agrees to pay the Contractor's actual costs incurred to perform the Work ("Cost of the Work") plus a Fixed Fee. The total estimated Cost Plus Fixed Fee (CPFF) amount established for this purpose is the Target Price of **\$XXX,XXX,XXX (Enter dollar value text)**. The elements comprising this Target Price/CPFF amount are more fully detailed in the Target Price Breakdown set forth in Part IV and are summarized here as follows --

Subcontractor/Trade Costs	\$xx,xxx,xxx
General Requirements	\$x,xxx,xxx
Subtotal Direct Work	\$xx,xxx,xxx
General Conditions	\$x,xxx,xxx
Subtotal Construction Costs	\$xxx,xxx,xxx
GL/WC/Excess Insurance ⁽¹⁾	\$x,xxx,xxx
Subcontractor Default Insurance (SDI) ⁽²⁾	\$x,xxx,xxx
Builders Risk Insurance (BRI)	\$xxx,xxx
Total Cost of the Work	\$xxx,xxx,xxx
Contractor's Fixed Fee ⁽³⁾	\$x,xxx,xxx
TOTAL Target Price	\$xxx,xxx,xxx

For purposes of this Target Price, calculations of the insurance and fee amounts included in the Target Price Breakdown as shown above have been made using the following rates and bases and billing and/or adjustments to the Target Price shall be consistent with the same --

- (1) The GL/WC/Excess Insurance rate is x.x% applied to Construction Costs.
- (2) The Subcontractor Default Insurance rate is x.x% applied to Subcontractor/Trade Costs (refer to Article IX(d) for further information regarding the calculation, adjustment and payment of SDI costs).
- (3) The Contractor's Fixed Fee amount has been calculated based on x.x% of [base should be customized as per agreement for the specific Contract]

The Target Price is established for the purpose of providing Princeton University with a projection of the estimated total cost of construction for the Project. The Target Price shall not be construed as a limitation on the total amount payable to the Contractor under this Contract nor shall it be construed as an entitlement to the Contractor in the event of an underrun. Changes or updates to the estimated total Cost of the Work or the Target Price Breakdown shall be made only by the issuance of approved Change Orders as provided for in this Article and in accordance with General Terms & Conditions Clause M5 – Changes Under CPFF Contracts.

(b) General Conditions.

(1) The Contractor guarantees that the actual costs incurred for its General Conditions shall not exceed the amount of \$x,xxx,xxx as more fully detailed in the Target Price Breakdown set forth in Part IV and that all costs or expenses in excess of this amount shall be borne by the Contractor unless adjusted by Change Order. Should a change or adjustment to the General Conditions amount be required, the Contractor shall submit a separate Change Order Request exclusively addressing General Conditions and shall include supporting rationale for the change. Change Order Requests addressing changes to the Work shall not intermingle costs or expenses for General Conditions.

(2) **Hourly Billing Rates.** The Parties have agreed to the fully-burdened Hourly Billing Rates set forth below for the Contractor's salaried project administration and field supervision staff and other direct-hire labor included as part of the General Conditions for this project. These billing rates have been established solely for the purpose of comprehensive reimbursement of the Contractor's General Conditions labor costs by Princeton University (including, but not limited to, actual salaries, wages, bonuses, benefits, payroll taxes, insurance, and other labor-related overheads and burdens but excluding fee).

Individual/Labor Category	Hourly Rate

These Hourly Billing Rates are subject to audit and shall be adjusted either up or down as a result of the audit review. Any General Conditions amounts billed to date shall then be adjusted accordingly and a billing credit or charge applied on a subsequent payment application.

Prior to increasing rates for existing staff or adding any new staff to the project team, the Contractor shall provide hourly billing rates for Princeton’s consideration and incorporation into the contract.

(3) **Methodology for Charging Vacation and Holidays.** The Parties have agreed that vacation and holidays will be charged as follows: **[insert applicable language]**

(c) **Contractor’s Fee.** The fee amount established in this Contract is a Fixed Fee and it shall not fluctuate or be revised based on the actual Cost of the Work. The Contractor is not entitled to additional fee on Change Orders nor shall Change Orders cause any modification to the Contractor’s Fee. The Contractor is not entitled to fee assessed on General Conditions and such costs shall be excluded from any calculations of the Contractor’s Fee.

(d) **Savings.** Upon completion of the Work, the Contractor shall provide to Princeton University a detailed and complete accounting of the Cost of the Work for the Project. Should the actual final Cost plus the Contractor’s Fee be less than the Target Price as adjusted pursuant to this Contract; the savings shall accrue one hundred percent (100%) to Princeton University and zero percent (0%) to the Contractor. Should, however, the actual final Cost plus the Contractor’s Fee exceed the Target Price as adjusted pursuant to this Contract; then, the excess amount shall be borne solely by the Contractor.

(e) **Payment Schedule.** Prior to the submission of the first Application for Payment, Contractor shall prepare and submit for Princeton University’s review and written approval a Schedule of Values that allocates the entire Target Price to trade breakdown line items and a fee payment schedule. The Schedule of Values shall be the basis for the Contractor’s monthly Applications for Payment and it shall be updated as necessary to reflect changes in the Target Price, to reflect the actual buyout of the subcontracts, and to reflect approved Change Orders.

(f) **Limitation of Markup.** Contractor shall include in each subcontract a limitation on the markup that Subcontractors can include in their Change Orders. The cumulative total markup (subcontractor markup plus all lower-tier subcontractor markups) shall not exceed fifteen percent (15%) of the direct cost of the change.

ARTICLE V - TIME OF PERFORMANCE

(a) The Work to be performed under this Contract shall commence on Month ##, 20##. Subject to authorized adjustments, Contractor shall achieve the following Schedule Milestone dates:

[The following list contains examples of the milestones that may be tracked for a construction project. The list to be incorporated into the final contract will be tailored to address the specific requirements for the Project by Princeton and may include these or other milestones not listed here.]

Milestone	Schedule Date
Site Mobilization	
Start Demolition	
Start Excavation	
Start Foundations	

Milestone	Schedule Date
Substructure Complete	
Building Enclosure Complete (water-tight condition)	
MEP Systems Complete	
Conveying Systems Complete	
Interior Construction Complete	
Security Testing Complete	
Substantial Completion	
Certificate of Occupancy	
Punch List Complete	
Contract Closeout	

(b) Contractor acknowledges that time is of the essence in the performance of the Work under this contract. Any adjustments to the dates specified above may be made only as authorized in writing by Princeton University.

ARTICLE VI – KEY PERSONNEL

The personnel specified below are considered to be key personnel in accordance with Clause B3 – Key Personnel of the General Terms and Conditions:

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

ARTICLE VII – PAYMENTS

(a) In accordance with General Terms & Conditions Clause M6 – Payments Under CPFF Contracts, the Contractor shall prepare and submit monthly invoices or “Applications for Payment” for Work performed under this Contract. When the time of performance does not exceed one month, the Contractor shall submit one single invoice for payment upon completion of all Work on the project.

(b) Invoices shall contain sufficient detail and supporting documentation as required by Clause M6 of the General Terms and Conditions. Invoices shall be typed or computer-generated and include the following minimum information: FPO Contract Number **FC100####**; Contractor’s company/business name; a sequential invoice number 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. Contractor 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) The Contractor shall not invoice for nor will Princeton University pay amounts in excess of the established Target Price as set forth in Article IV. All amounts invoiced and paid under this Contract shall be in U.S. Dollars (\$) and are not subject to currency fluctuation.

(d) Payment will be made to the Contractor within 30 days after receipt by Princeton University of an invoice that is submitted in proper form and substance. Release of payment will be conditioned upon review and approval of the invoice by the Princeton University Administrative Representative and the Project Manager designated in Article IX for this Contract.

ARTICLE VIII - PROJECT REPRESENTATIVES

(a) The Contractor’s designated representatives for this contract and the project are:

Contractor's Project Manager	Project Manager
Contractor's Administrative Rep	Administrative Representative

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

Princeton Project Manager Name	Technical Representative
Princeton Contract Administrator Name	Administrative Representative

(c) Agreements and/or actions taken by the Contractor that, by their nature, effect a change to this Contract, shall only be binding upon Princeton University when such change or action is specifically authorized in writing in advance by one of the Princeton University Representatives listed above. Therefore, any Work or change undertaken by the Contractor 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 Contractor’s own risk.

ARTICLE IX - INSURANCE

(a) Prior to beginning any of the Work on the Project or at the time of execution of this Contract, whichever occurs first, the Contractor shall establish, maintain and keep in force policies for minimum insurance coverage as indicated in Clause G1 of the General Terms and Conditions set forth in Part IV including the minimum coverage for General Liability as indicated below:

General Liability:

Each Occurrence.....Select applicable coverage limit...
 General Aggregate.....Select applicable coverage limit...

Excess Liability:

General Aggregate.....Select applicable coverage...

(b) Prior to or within ten (10) consecutive calendar days after award of this Contract and, under any circumstances, prior to the Contractor entering Princeton University’s premises to begin Work under this Contract –

(1) The Contractor shall submit an insurance certificate(s) evidencing compliance with all requirements for insurance coverage to Princeton University’s Contract Administrator for review and approval; and,

(2) In accordance with subparagraph G1(a)(7), the Contractor shall require and verify compliance with the insurance requirements by any Subcontractor that may be engaged by the Contractor for Work under this Contract.

(c) All Risk Coverage. All Risk Coverage for the Project shall be provided by:

- Princeton University pursuant to Clause G1(b)(1)
- Contractor pursuant to Clause G1(b)(2)

(d) Subcontractor Default Insurance (SDI) **[X] is [] is not** applicable to this Contract.

(1) The Contractor has elected to provide Subcontractor Default Insurance (“SDI”), for which the Contractor shall be reimbursed at an amount calculated using an absolute rate of \$X.XX per \$1,000 of subcontracted volume. Total subcontracted volume is the amount for total

direct work as shown in the Part IV Target Price Breakdown. Unless otherwise agreed to by Princeton University in writing, total subcontract volume shall not include low-risk purchased services (such as, but not limited to, scheduling, surveying, transportation, traffic control, snow removal, dumpster, portable toilets, cleaning, etc.) typically included in general conditions and/or general requirements, nor shall it include contingency or subcontractors covered by a performance or payment bond. The SDI amount shall be invoiced and payable, without retention or retainage of any kind, at the time the first application for payment is submitted.

(2) This amount calculated as described above for SDI reimbursement will be based upon the total subcontracted volume included in the Target Price; therefore, whenever the total subcontracted volume amount is revised (i.e., upon the 80% subcontractor buyout milestone, upon issuance of change orders, etc.), the SDI amount shall also be revised using an absolute rate of \$X.XX per \$1,000 of the net increase or decrease in the subcontracted volume amount. The revised SDI amount shall be reflected in a subsequent application for payment. Decreases shall be reflected as credits to Princeton University. Increases shall be paid to the Contractor, without retention or retainage of any kind, as a lump sum.

(3) The Contractor shall be responsible for all Subcontractor Default Insurance policy deductibles, co-payments, losses, direct costs, indirect costs, and non-reimbursable costs. All risks and requirements of the Subcontractor Default Insurance are borne solely by the Contractor.

(e) As required by Clause G1, Contractor is responsible for ensuring that Princeton University is notified in advance of any material change to or renewal of any of the insurance coverages during the term of the Contract and, in the event of such changes, Contractor shall provide a new insurance certificate to evidence continued compliance with Princeton University's insurance requirements.

ARTICLE X – SUPPLIER DIVERSITY SUBCONTRACTING PLAN

(a) This Article is is not applicable to this Contract.

(b) A supplier diversity subcontracting plan (SDSP) is included in and made a part of this Contract.

(c) Unless otherwise indicated, the SDSP includes:

(1) 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 (MBE's), veteran-owned business enterprises (VBE's) and LGBT-owned business enterprises (LGBTBE's);

(2) 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 (MBE's), veteran-owned business enterprises (VBE's) and LGBT-owned business enterprises (LGBTBE's);

(3) A description of the method used to develop the subcontracting planned dollar amounts;

(4) A description of the method used to identify potential sources for solicitation purposes;

(5) The name of the individual who will administer the subcontracting program, and a description of the duties of the individual;

(6) A description of efforts to be taken to ensure that minority-owned business enterprises (MBE's), woman-owned business enterprises (MBE's), veteran-owned business enterprises

(VBE's) and LGBT-owned business enterprises (LGBTBE's) have an equitable opportunity to compete for subcontracts;

(7) 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;

(8) 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,

(9) 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.

(d) 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.

(1) 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;

(2) 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;

(3) 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;

(4) A summary of the primary reasons or rationale for any significant deviations from the planned dollar amounts set forth in the SDSP.

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

ARTICLE XI – NEW JERSEY PREVAILING WAGE ACT

(a) This Article [X] is [] is not applicable to this Contract.

(b) Pursuant to the provisions of N.J.S.A. 18A:72A-5.1 et seq., which govern contracts financed in whole or in part by the New Jersey Educational Facilities Authority, the Contractor hereby acknowledges that the Contract is subject to the provisions, duties, obligations, remedies and penalties of the New Jersey Prevailing Wage Act, Chapter 150 of the New Jersey Laws of 1963, New Jersey Department of Labor and Industry, as amended (N.J.S.A. 34: 11-56.25, et seq.).

(c) Wage and fringe benefit rates shall be paid to all workmen as required under N.J.S.A. 34: 11-56.25, et seq. The Contractor shall obtain the applicable Wage Rate Determination, as promulgated by

the State of New Jersey Department of Labor and Workforce Development, which is set forth at www.state.nj.us/labor/lse/lspubcon.html. The Wage Rate Determination in effect as of the effective date of this Contract shall govern this Contract. The Contractor shall maintain in its file a copy of the applicable Wage Rate Determination, which shall be made available to Princeton University upon request.

(d) The Contractor shall prepare and retain (and shall cause its Subcontractors at all tiers to prepare and submit to the Contractor for retention) Weekly Certified Payrolls in accordance with N.J.S.A. 34: 11-56.25, et seq., commencing with the first of the Contractor's Work on the Project and continuing uninterrupted until the completion of its Work. With each invoice or payment application, the Contractor shall provide a written certification that it has complied with the prevailing wage requirements. Failure of the Contractor to prepare and submit its certification in a timely manner, proper in form and substance, may result in the withholding of progress payment(s) or final payment until such time as the Contractor corrects any such deficiencies with respect to the submission of its certification. In addition, if it is determined that any worker has been paid less than the prevailing wage required, Princeton University may terminate the Contract or the subcontract in accordance with N.J.S.A. 34: 11-56.27.

(e) The Contractor and each Subcontractor shall maintain records and make them available for inspection in accordance with N.J.S.A. 34: 11-56.29. The Contractor and each Subcontractor shall post the prevailing wage rates in accordance with N.J.S.A. 34: 11-56.32. The Contractor and each Subcontractor shall be registered in accordance with N.J.S.A. 34:11-56.52.

(f) As a condition to final payment under the Contract, the Contractor shall file the written statements required by N.J.S.A. 34: 11-56.33, proper in form and substance.

(g) To the fullest extent permitted by law, the Contractor and each Subcontractor shall defend, indemnify and hold Princeton University and its officers, directors, employees, agents and assigns harmless from and against any and all loss, damage, liability, expense, claims, demands, and causes of action of any kind (including reasonable attorney's fees and administrative costs, incurred by Princeton University), arising or allegedly arising, in any way from or in connection with the Contractor's or any Subcontractor's failure to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25, et seq.

ARTICLE XII - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

(a) This Article is is not applicable to this Contract.

(b) Contractor's Code of Business Ethics and Conduct:

(1) Within 10 days after contract award, unless the Administrative Representative establishes a longer time period, the Contractor shall:

(i) Have a written code of business ethics and conduct; and

(ii) Provide a copy of the code to each employee engaged in performance of the contract.

(2) Within 30 days after contract award, unless the Administrative Representative establishes a longer time period, the Contractor shall establish an ongoing business ethics and conduct awareness program and an internal control system that shall:

(i) Facilitate timely discovery of improper conduct in connection with Princeton University contracts; and

- (ii) Ensure corrective measures are promptly instituted and carried out. For example, the Contractor’s internal control system should provide for --
 - periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor’s code of business ethics and conduct;
 - an internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
 - internal and/or external audits, as appropriate; and,
 - disciplinary action for improper conduct.

(c) Princeton University Hotline. During the performance of this contract, the Contractor shall prominently display the Princeton University Hotline contact information at contract work sites and off-site offices that support the work site. If the Contractor maintains a company website as a method of providing information to employees, the Contractor shall include a link to the website for the Princeton University Hotline (www.princeton.edu/compliance/hotline.html). The website provides information and instructions for the use of the Hotline. Reports can be submitted online or via phone at 1-866-478-9804.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts.

ARTICLE XIII – BACKGROUND CHECKS

- (a) This Article is is not applicable to this Contract.
- (b) Contractor shall ensure that background checks are conducted on all persons performing Work at the Project location, and shall exclude from the Project location any individual that does not successfully pass the background check. Background checks shall be performed prior to the start of Work and consist of seven (7) years of history and include, as a minimum, social security number trace, county criminal felony and misdemeanor criminal record search, national criminal record search, and national sex offender registry. For longer term projects, background checks shall be conducted no less than annually. The Contractor shall maintain in its file a copy of the applicable background checks, which shall be made available to Princeton University upon request.

ARTICLE XIV - SPECIAL PRICING APPLICABLE TO ALL PRINCETON UNIVERSITY PROJECTS

(a) Princeton University has executed the following Basic Ordering Agreements (BOA) that contain special pricing (i.e. hourly rates, unit prices, discounts, mark-ups, etc.) applicable to all directly contracted or subcontracted work on Princeton University projects:

BOA Number	Supplier	Services
FB00630K	SimplexGrinnell	Fire Alarm Equipment & Services
FB0705000N	Siemens Industry, Inc.	Automatic Temperature Control Equipment & Services
FB0706000N	Automatic Logic Corporation	Automatic Temperature Control Equipment & Services
FB0724000N	Hogan Security Group (Salto Systems, Inc.)	Keyless Lock System & Door Hardware Equipment & Services
FB0732000N	Tremco, Inc.	Roofing Services

BOA Number	Supplier	Services
FB0738000N	Corporate Security Services, Inc.	Card Access Control System and Door Hardware Equipment and Services
FB1003050N	Kistler O'Brien Fire Protection	Fire Alarm Equipment & Services

(b) The Contractor may subcontract with some or all of the above listed suppliers to provide these services as a part of its Work on the Project. Princeton University has signed non-disclosure agreements with the above listed suppliers that prohibit the disclosure of the BOA pricing outside of Princeton University. Accordingly, Princeton hereby releases the Contractor from its obligation under Clause D2, paragraph (f) of the Contract to set forth the hourly rates, unit prices, or any other pricing element subject to the BOA pricing in its subcontracts with the above listed suppliers. The Contractor shall include a statement in any subcontract with the above listed suppliers referencing the BOA number and listing any of the rates or pricing excluded from the subcontract on the basis of the BOA; however, any lower tier subcontractor rates or other pricing not covered by the BOA shall be disclosed and specifically listed in accordance with Clause D2(e) of the Contract.

(c) Princeton University fully retains its right to audit the subcontract in accordance with Clause I6 of the Contract and, under the terms and conditions of the BOA, retains the right to separately audit any BOA pricing excluded from the subcontract.

CONTINUED ON NEXT PAGE

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

**ON BEHALF OF
CONTRACTOR**

BY: _____

PRINTED: _____

TITLE: _____

DATE: _____

WITNESS TO SIGNATURE

BY: _____

PRINTED: _____

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

BY: _____

PRINTED: Mike McKay

TITLE: Vice President for Facilities

DATE: _____

WITNESS TO SIGNATURE

BY: _____

PRINTED: _____

MODEL DOCUMENT

CONTRACT NUMBER FC100#####
CONSTRUCTION SERVICES FOR
PROJECT TITLE

PART II

GENERAL TERMS AND CONDITIONS

The attached General Terms & Conditions for Cost Plus Fixed Fee Type Construction Contracts are hereby incorporated into and made a part of this Contract.

