



PRINCETON UNIVERSITY

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

CONSTRUCTION SERVICES

FOR

PROJECT/SERVICE TITLE

CONTRACT NUMBER FC100#####

WITH

FIRM NAME

CONTRACT NUMBER FC100#####

PROJECT/SERVICE TITLE

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PART I AGREEMENT

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

This Fixed Price Contract (the "Contract") for Project/Service Title (the "Work") 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 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. Any item of Work mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be provided as if shown and mentioned on both. 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) including the following documents attached or incorporated by reference:**
 - List RFB/P documents that are attached or incorporated by reference as a part of Part I - Agreement.
- (2) **Statement of Work/Specifications (Part III) including the following documents:**
 - List Specification Documents
- (3) **Schedule of Drawings (Part IV)**
- (4) **General Terms and Conditions for Fixed Price 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. Any changes to the provisions of this Contract, including changes to the Contract Documents and exercise of options, made following the execution of this Contract shall be made only by written Amendment/Change Order to the Contract.

ARTICLE II – DEFINITIONS

General definitions applicable to terms in this Contract are set forth in Clause A1 of the General Terms and Conditions and are supplemented by the following:

(a) The term “Architect-Engineer” or “A-E” refers to Princeton University or an individual or firm retained by Princeton University who is responsible for generating the designs and/or specifications for Work to be performed by the Contractor under this Contract. As used in this Contract, the term “Architect-Engineer” or “A-E” also includes structural, mechanical, electrical, or other engineers and consultants normally and customarily retained by an Architect or Princeton University to design the elements and observe the construction of a building structure or system.

ARTICLE III - DESIGNATED 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** - **Project Manager (Technical Representative)**
- Princeton Contract Administrator Name** - **Contract Administrator (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 IV – STATEMENT OF WORK

The Contractor shall furnish all labor, equipment, material and supervision to complete the Work described in the Contract Documents listed or referred to in Article I hereof for the Project, in accordance with this Contract.

ARTICLE V – AMOUNT OF CONTRACT

(a) **Fixed Price.** The Contractor agrees to perform all of the Work described in Article IV for the fixed-price lump sum of **\$\$\$,###,###.## (Insert text description of amount).**

(b) **Alternates and/or Options.** The following are alternate/optional items or services that Princeton University may elect to invoke unilaterally at the amounts indicated by giving written notice to the Contractor at any time prior to substantial completion of the project (or by the exercise date specified, if any) followed by an Amendment to the Contract.

<u>Alternate/Optional Item or Service</u>	<u>Amount</u>	<u>Exercise Date</u>
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ARTICLE VI – TIME OF PERFORMANCE

(a) The Work to be performed under this Contract shall commence on **Month ##, 20##**. Subject to authorized adjustments, Substantial Completion shall be achieved no later than **Month ##, 20##**.

(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 VII –PAYMENTS

(a) In accordance with General Terms & Conditions Clause J2 – Payments Under Fixed-Price Construction 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 J2 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 that exceed the Fixed Price established in this Contract.

(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 III for this Contract.

ARTICLE VIII - INSURANCE CERTIFICATES

(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 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) 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 IX – 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 X – NEW JERSEY PREVAILING WAGE ACT

- (a) This Article 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/lss/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 XI - 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 XII – BACKGROUND CHECKS

(a) This Article [] is [X] 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 XIII - 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
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#####

PROJECT/SERVICE TITLE

PART II

GENERAL TERMS AND CONDITIONS

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

CONTRACT NUMBER FC100#####

PROJECT/SERVICE TITLE

PART III

STATEMENT OF WORK/SPECIFICATIONS

The following Specification documents are incorporated into and made a part of this Contract:

- **List Specification Documents**

CONTRACT NUMBER FC100#####

PROJECT/SERVICE TITLE

PART IV

SCHEDULE OF DRAWINGS

Drawing No.	Description	Date