



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 Time-and-Materials (T&M) 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 following documents (the “Contract Documents”), including all modifications thereof:

Part I – Agreement including the following documents:

- List RFB/P documents that are attached or incorporated by reference as a part of Part I - Agreement.

Part II – Statement of Work/Specifications including the following documents:

- List Specification Documents

Part III – Schedule of Drawings

Part IV – General Terms and Conditions for Time and Materials Type Construction Contracts (v8.0 6-2015)

(b) The Contract Documents are complementary and are intended to include and imply all items required for the proper execution and completion of the Work (as defined in General Terms & Conditions Clause A1) 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 order listed above.

(c) 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 in accordance with General Terms & Conditions Clause K1 – Changes.

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

(a) **Scope of Work.** The Contractor agrees to furnish all labor, equipment, material and supervision to perform the Work described in the Contract Documents listed or referred to in Article I hereof for the Project.

(b) **Contractor Personnel.** Princeton University expects the Contractor to provide workers who are properly qualified, trained, certified, and experienced in their respective trades to perform the Work under this Contract. The Contractor is responsible for his employees using safe working practices, maintaining satisfactory standards of employee competency, conduct, and integrity, and for taking such disciplinary action with respect to his employees as may be necessary and appropriate and shall be responsible for ensuring that the Work is performed in accordance with the established practices of the

craft or trade. Princeton University reserves the right to require the Contractor to remove any employee from the worksite who is deemed to be incompetent, careless, insubordinate, belligerent, or whose continued employment on the project is otherwise considered to be contrary to Princeton University's interest.

(c) **Job Supervision.** The Contractor is responsible for providing supervision, coordination, and oversight necessary to facilitate the orderly progress and timely completion of the Work. Princeton University does expect that occasional site visits will be made by Contractor's management staff; however, direct charges for supervision of jobs by company management personnel will not be allowed (such costs should be treated as a part of overhead). Unless collective bargaining agreement rules specify otherwise, any time there are two (2) or more workers of the same trade on a job, one (1) individual will be designated as the foreman and is responsible for overseeing and coordinating safe and high quality work.

(d) **Coordination of Work.** The Contractor acknowledges that it is essential that all Work on this project be coordinated, including Work to be provided by Princeton University staff/employees. The Contractor shall be responsible for coordinating the Work of all its employees and Subcontractors as well as any Work to be provided by Princeton University.

(e) **Vehicles, Tools, and Equipment.** The Contractor is responsible for providing any and all vehicles, tools, and equipment necessary for performing the Work under this Contract including obtaining the equipment and transporting the equipment to and from the job site. In this regard, the Contractor shall --

(1) Ensure that its employees that are assigned to perform the Work carry their own tools of the trade or are provided with tools normally carried by the trade on the job site. "Tools of the trade" are generally considered to be vehicles, tools, and equipment (e.g. hand tools, power tools, pickup trucks, vans, ladders, scaffolding, etc.) that are normally used in the course and scope of the Contractor's business and that should be a part of a qualified Contractor's inventory. Costs related to the acquisition, use, or maintenance of tools of the trade should be included as a part of the Contractor's fully-burdened Hourly Labor Rates and are not under any circumstances to be separately or directly billed under this Contract.

(2) Arrange for lease or rental of any special tools and equipment needed to perform the Work. "Special tools and equipment" are considered to be tools and equipment (e.g. cranes, towed air compressors, dumpsters with associated tipping fees, etc.) that are not typically maintained in a Contractor's inventory, but that are leased or rented when needed for a specific project/job. Charges for lease or rental of special tools and equipment with associated mark-up may be directly billed provided that the Contractor clearly identifies these items in advance as a part of their proposal to perform the Work.

(3) Ensure that all vehicles, tools, and equipment are in good operating condition, capable of rendering efficient, economical, and continuous service and equipped with necessary and required safety devices in accordance with State and Federal laws. While Princeton University reserves the right to inspect any equipment for compliance with these requirements regarding condition, this does not relieve the Contractor of the obligation to furnish conforming equipment. If any equipment is found to be deficient or non-conforming, Princeton University shall so notify the Contractor who shall immediately take action to place the equipment in good operating condition at his own expense. If the Contractor does not take corrective action within a reasonable time, Princeton University may require the immediate removal and replacement of the deficient equipment at the Contractor's expense.

ARTICLE V – AMOUNT OF CONTRACT

(a) In consideration for the Contractor’s performance of the Work under this Contract, Princeton University agrees to pay the Contractor for the actual and permissible time-and-materials costs incurred up to, but not exceeding, the **total ceiling price of \$#,###,###.## (Insert text description of amount)** calculated based on the following and as further defined in General Terms & Conditions Clause K2:

(1) **Hourly Labor Rates.** Princeton will compensate the Contractor for actual hours incurred by its employees in the performance of the Work at the fully-burdened Hourly Labor Rates specified below for the named individuals or various individuals working in the labor/trade classifications shown.

| Named Individual and/or Labor/Trade Classification | Straight Time Rate | Overtime Rate |
|--|--------------------|---------------|
| | | |
| | | |
| | | |

The Hourly Labor Rates set forth above are “fully burdened”, i.e. inclusive of all costs for labor, overhead and profit associated with providing an hour of Work by the named individual or labor/trade classification. Straight Time Rates shall apply to a forty (40) hour work week performed at Princeton University. Overtime Rates will not be paid unless overtime work is specifically authorized in advance by a Princeton University Representative named in Article III of this Contract. Examples of costs considered to be included as part of fully-burdened unit prices or labor rates and for which separate assessments or requests for direct reimbursement will not be allowed:

- (i) Costs associated with providing “tools of the trade”.
- (ii) Costs for travel to and from the worksite including costs for travel time, transportation expenses, meals/subsistence lodging, per diem, or any other travel or living type expenses.
- (iii) Charges for supervision of projects/jobs by company management personnel.
- (iv) Profit, fees, surcharges, mark-ups, or other indirect charges not otherwise specifically addressed in this Article.

(2) **Material, Special Equipment, and Subcontractor Costs.** Princeton will compensate the Contractor for actual costs for purchase of materials, acquisition of special equipment, and any subcontracted work plus applicable mark-up based on the rates set forth below. Mark-up rates are intended to reimburse the Contractor for material handling and other indirect costs associated with acquiring materials, special equipment, and subcontracted work that are typically allocated to direct costs for these items in accordance with the Contractor’s usual accounting procedures. Profit shall not be included as a part of these mark-up rates.

Material Mark-Up Rate **NN%**
 Special Equipment Mark-Up Rate.... **NN%**
 Subcontractor Mark-Up **NN%**

(b) Princeton University will pay reasonable and allocable costs related to the performance of the Work under this Contract that are compliant with the rates and other factors set forth herein and otherwise determined by Princeton University to be allowable. Costs or rates that are not compliant

with this Contract or that are otherwise determined to be unallowable by Princeton University shall not be paid under this Contract.

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 K2 – Payments Under Time-and-Materials 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 ceiling 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

(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:
- [X] 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 – 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/lssc/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 X - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

(a) This Article [] is [X] 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 XI – BACKGROUND CHECKS

- (a) This Article [] is [X] is not 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 XII - 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 16 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.

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