



PRINCETON UNIVERSITY

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

CONSTRUCTION SERVICES BASIC ORDERING AGREEMENT (BOA)

NUMBER FB100####A

WITH

FIRM NAME

FOR

BOA SERVICES

BASIC ORDERING AGREEMENT NUMBER FB100####A
FOR
BOA SERVICES

TABLE OF CONTENTS

PART I AGREEMENT

| | |
|---|----|
| ARTICLE I - THE "BASIC ORDERING AGREEMENT" | 4 |
| ARTICLE II – DEFINITIONS | 5 |
| ARTICLE III – BASIC ORDERING AGREEMENT OPERATION..... | 5 |
| ARTICLE IV - DESIGNATED REPRESENTATIVES | 7 |
| ARTICLE V – SCOPE AND CONDUCT OF WORK | 7 |
| ARTICLE VI – TERM OF BASIC ORDERING AGREEMENT..... | 9 |
| ARTICLE VII –RATES AND PRICING | 9 |
| ARTICLE VIII – INVOICES AND PAYMENTS | 10 |
| ARTICLE IX - INSURANCE..... | 11 |
| ARTICLE X – NEW JERSEY PREVAILING WAGE ACT | 12 |
| ARTICLE XI – BACKGROUND CHECKS..... | 13 |
| ARTICLE XII - SPECIAL PRICING APPLICABLE TO ALL PRINCETON UNIVERSITY PROJECTS | 13 |

PART II GENERAL TERMS & CONDITIONS FOR BASIC ORDERING AGREEMENTS FOR CONSTRUCTION SERVICES (v8.1 2-2017)

PART III BASIC ORDERING AGREEMENT SCOPE OF WORK DOCUMENTS

PART I AGREEMENT

| SERVICES | EFFECTIVE TERM OF BASIC ORDERING AGREEMENT |
|--|--|
| BOA Services | Start Date: Month DD, YYYY End Date: Month DD, YYYY |
| THE TRUSTEES OF PRINCETON UNIVERSITY | CONTRACTOR |
| Princeton University Facilities Procurement Office E. A. MacMillan Building Princeton, NJ 08544 | Firm Name Address, City, State, Zip |

This Basic Ordering Agreement (the "BOA") for BOA Services (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 BOA; and

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

NOW THEREFORE, the parties do mutually agree as follows:

ARTICLE I - THE "BASIC ORDERING AGREEMENT"

(a) This BOA is comprised of the following documents (the "BOA Documents"), including all modifications thereof:

Part I – Agreement

Part II – General Terms and Conditions for Basic Ordering Agreements for Construction Services (v8.1 2-2017)

Part III – BOA Scope of Work

(b) The BOA Documents are complementary and are intended to include and imply all items required for the proper execution of Release Orders for Work under this BOA. However, in the event of any conflict between or among the BOA Documents, the documents shall control in the order listed above.

(c) Unless specifically included as a part of the BOA Documents, any and all prior negotiations and writings of every kind concerning this BOA or the Work described herein are superseded and supplanted by this BOA. Any changes to the provisions of this BOA, including changes to the BOA Documents and exercise of optional periods, made following the execution of this BOA shall be made only by written Amendment to the BOA.

ARTICLE II – DEFINITIONS

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

(a) The term “**Architect**” 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 BOA. As used in this BOA, the word “Architect” 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.

(b) A “**Basic Ordering Agreement**” or “**BOA**” is defined as a basic agreement on terms, conditions, and pricing that is issued to facilitate the expeditious processing of individual Release Orders for Work within the scope established for the BOA. A BOA is not a binding contract and does not state or imply any agreement by Princeton University to place future Release Orders, does not require or obligate Princeton University to issue any minimum number or value of Release Orders, and does not guarantee any minimum or maximum amount of Work or expenditure under the BOA. There is no funding obligated by this BOA and no claims for payment may be made by the Contractor directly against the BOA. Issuance of Release Orders to obtain the Contractor's services hereunder is wholly within the discretion of Princeton University and nothing herein shall be construed to require Princeton University to use these services for any purpose or to limit Princeton University's use of its own employees or other Contractors to perform similar Work at Princeton University.

(c) The term “**Release Order**” means an individual order for Work issued by Princeton University pursuant to the terms, conditions, and pricing established in a BOA. Each individual Release Order is a binding contractual instrument and will reference and incorporate the terms and conditions of this BOA and specify the scope of work, delivery schedule, fixed or not-to-exceed price, and funding encumbrance for the individual Release Order.

ARTICLE III – BASIC ORDERING AGREEMENT OPERATION

(a) Work under this BOA may be ordered by Princeton University from time to time during the term of the BOA via the issuance of written Release Orders. Release Orders are individual contractual instruments that will be issued unilaterally by Princeton University and will be binding on the Contractor either upon signed acceptance of the order or upon commencement of Work by the Contractor, whichever occurs first. Princeton University and the Contractor shall treat each Release Order as a separate and distinct contract for purposes of contract administration, cost estimating, cost accumulation, billing and payment.

(b) The value of individual Release Orders issued under this BOA shall not exceed **\$50,000.00** without the prior written approval of Princeton University's Administrative Representative. The Contractor shall not proceed with Work on any projects/jobs estimated to exceed this maximum limit unless authorized in writing to do so by the Princeton University Administrative Representative.

(c) All Work to be performed by the Contractor will be ordered only through the issuance of written Release Orders. Oral orders shall not be binding on Princeton University. Written Release Orders will be in the form and format currently in use by Princeton University at the time of issuance, will be uniquely numbered, will incorporate the terms and conditions of this BOA by reference, and will contain, at a minimum, the following:

- (1) Identification of the Project and a description of the Work to be performed

- (2) Required Completion (Delivery) Date for the Project
- (3) Fixed or NTE Price agreed to by the Parties
- (4) Obligation of funds

(d) Each Release Order referencing this BOA shall be subject to the provisions of this BOA and shall be construed as automatically incorporating the terms and conditions of this BOA. Although a Release Order may include modifications to terms and conditions applicable only to that particular Release Order, Release Orders are not to be considered as modifications or amendments to this BOA. Separate BOA Amendments will be issued to modify the terms and conditions set forth herein when necessary. A Release Order may be modified by mutual agreement of the Parties. Any change to a Release Order shall be in the form of a written Amendment or Change Order issued for that Release Order.

(e) The Contractor should not initiate any Work prior to receipt of a written Release Order from Princeton University. Upon issuance of a Release Order, the Princeton University Technical Representative designated for the order will coordinate, schedule, facilitate, and oversee any Work to be performed onsite at Princeton University. This does not preclude advance consultation between the Princeton University Technical Representative and the Contractor for purposes of defining a scope of work for a particular project or obtaining cost estimates.

(f) **Pricing Arrangements.** Individual Release Orders will identify the type of pricing arrangement that will apply. This BOA provides for issuance of Release Orders based on the pricing arrangements described below:

(1) **Time-and-Material (T&M).** This type of Release Order will provide for establishment of a NTE Ceiling Price to complete the project/job based on an advance estimate provided by the Contractor. The Contractor will then be reimbursed for actual costs up to this NTE Ceiling Price for labor at the applicable hourly rates established in this BOA at the time of issuance of the Release Order and for material, subcontracts, and special equipment plus applicable mark-ups as established in this BOA. Refer to *Clause K2 – Payments Under Time and Material Contracts* in the General Terms and Conditions set forth in Part II.

(2) **Fixed Price (FP).** This type of Release Order will provide for establishment of a lump sum fixed price to complete the project based on either unit prices established in this BOA or on an advance price quote provided by the Contractor. Upon satisfactory completion of the project/job or task, the Contractor will be paid the fixed price established in the Release Order. Refer to *Clause J2 – Payments Under Fixed-Price Construction Contracts* in the General Terms and Conditions set forth in Part II.

(g) **Establishment of Price.** Prior to the issuance of a Release Order for Work under this BOA, the Princeton University Technical Representative for the project/job will contact the Contractor to discuss the project scope and requirements and may provide the Contractor with a statement of work, drawings, or other specifications. If applicable, the price will be established using the Unit Prices set forth in this BOA; otherwise, the Contractor will prepare and submit a cost estimate to complete the project/job that will include the following minimum information:

- (1) A brief description of the Work to be performed by the Contractor including any Work that will be subcontracted and any special equipment that will be required.
- (2) Project schedule including expected start and completion dates.
- (3) A breakdown of costs for labor, material, subcontractor, and special equipment consistent with the rates and pricing set forth in Article VI below. The estimate shall identify the

various labor categories, numbers of personnel in each category, and the man-hours for each labor category that will work on the project.

(4) Identification of any Work to be performed on overtime or double time with justification of the need for other than Straight Time Work.

(5) Identification of any allowances, qualifications, exclusions or other conditions included in the estimate.

(h) The Princeton University Technical Representative will review and verify that the scope of work and costs included in the estimate are technically acceptable and will provide a recommendation to the Administrative Representative as to the type of pricing arrangement that should be used for the resulting Release Order and the Princeton University Administrative Representative will issue the Release Order accordingly.

(i) **Work Schedules.** Work schedules for individual Release Orders will be established by the Contractor in conjunction with the Princeton University Technical Representative and, to the maximum extent possible, shall be based on performance of Work during normal work hours at Straight Time Rates (see Article VII(b)). Any Work that must be performed outside of normal work hours and/or requiring the payment of Overtime or Double Time Rates shall be justified by the Contractor in his project/job estimate and approved in advance by the Princeton University Technical Representative. Princeton University will not pay Overtime or Double Time Rates unless specifically agreed to and addressed in an individual Release Order.

ARTICLE IV - 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:

| | | |
|--|---|---|
| Designated on each Release Order | - | Project Manager (Technical Representative) |
| Princeton Contract Administrator Name | - | Contract Administrator (Administrative Representative) |

(c) Agreements made and/or actions taken by the Contractor, which by their nature effect a change to this BOA or to any Release Order issued hereunder, 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 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 V – SCOPE AND CONDUCT OF WORK

(a) **Scope of Work.** The Contractor agrees to furnish all labor, equipment, material and supervision to perform the type of Work described in the BOA Documents listed or referred to in Article I of this BOA on projects/jobs on various facilities located at Princeton University in Princeton, New Jersey. Princeton University will order such Work via the issuance of individual Release Orders under and in accordance with this BOA.

(b) **Princeton University Project Manager.** A Princeton University Project Manager will be designated on each individual Release Order issued under this BOA. The Project Manager will be responsible for oversight and conduct of the project/job and for providing clarifications and guidance to the Contractor

as may be required within the scope of the individual Release Order. The Contractor shall coordinate and schedule all Work through the Project Manager and keep him/her apprised of progress and any issues or problems that may arise. The Contractor shall take direction regarding the project/job only from the designated Project Manager and shall coordinate any meetings or other communications regarding the project/job with other Princeton University personnel or other individuals or firms contracted by Princeton University with the designated Project Manager.

(c) **Contractor Personnel.** Princeton University expects the Contractor to provide workers who are properly qualified, trained, certified, and experienced in their respective trades to work on projects covered by this BOA. 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 all 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.

(d) **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.

(e) **Coordination of Work.** The Contractor acknowledges that it is essential that all Work on projects and jobs 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.

(f) **Vehicles, Tools, and Equipment.** The Contractor is responsible for providing any and all vehicles, tools, and equipment necessary for performing Work on Release Orders issued under this BOA 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 Work at Princeton University 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 or Unit Prices and are not under any circumstances to be separately or directly billed to any project/job or Release Order issued under this BOA (see Article VII).

(2) Arrange for lease or rental of any special tools and equipment needed to perform Work on the project/job. "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 to individual projects/jobs; however, the Contractor shall clearly identify these items in advance as a part of their project/job cost estimate (see Article III(f)) and obtain approval for use from the Princeton University Project Manager.

(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.

(g) **Mobilization/Advance Notification.** Contractor shall be prepared to respond to Princeton University's requirements and to mobilize and start work on a project as quickly as possible. Based on the circumstances of an individual project, Princeton University will strive to provide the Contractor with as much advance notice as possible. Typically, as little as 24 hours advance notice may be provided; however, emergency circumstances may require response and mobilization within as little as two (2) hours of receiving notice from Princeton University. The Princeton University Technical Representative will communicate the circumstances of the specific project to the Contractor including any urgent or emergency situations and will work with the Contractor to establish a mutually agreeable timeframe for mobilization on a specific project.

ARTICLE VI – TERM OF BASIC ORDERING AGREEMENT

(a) The effective term of this BOA shall be for three (3) years starting **Month DD, YYYY** and ending **Month DD, YYYY**.

(b) The Parties may agree to extend the effective term of this BOA for up to one year beyond the BOA End Date. Extensions to the BOA term and any associated rate changes shall be incorporated by an Amendment to the BOA.

(c) Release Orders issued pursuant to this BOA may be issued during the effective term of the BOA. Release Orders issued within the effective term of the BOA may include periods of performance which extend beyond the expiration date of the BOA. The BOA shall remain open and in effect until all open Release Orders are completed and closed.

ARTICLE VII – RATES AND PRICING

When preparing estimates/quotes for Work and when billing for Work performed on Release Orders issued under this BOA, the Contractor shall utilize the following rates and other pricing information:

(a) **Unit Prices.** Fixed Unit Prices to perform the specified tasks or work segments that are applicable for the BOA Year #1 and BOA Year #2 are set forth below. Fixed Unit Prices for BOA Year #3 will be established by negotiation prior to the start of BOA Year #3 and incorporated into the BOA by Amendment.

| Task or Work Segment | Unit Prices | | |
|----------------------|-------------|-------------|-------------|
| | BOA Year #1 | BOA Year #2 | BOA Year #3 |
| | | | TBD |

| | | | |
|--|--|--|-----|
| | | | TBD |
|--|--|--|-----|

(b) **Hourly Labor Rates.** Hourly Labor Rates applicable for the BOA Year #1 and BOA Year #2 are set forth below. Hourly Labor Rates for BOA Year #3 will be established by negotiation prior to the start of BOA Year #3 and incorporated into the BOA by Amendment.

BOA Year #1: Month DD, YYYY to Month DD, YYYY

| Labor/Trade Classification | Straight Time Rate | Overtime Rate | Double Time Rate |
|----------------------------|--------------------|---------------|------------------|
| | | | |
| | | | |

BOA Year #2: Month DD, YYYY to Month DD, YYYY

| Labor/Trade Classification | Straight Time Rate | Overtime Rate | Double Time Rate |
|----------------------------|--------------------|---------------|------------------|
| | | | |
| | | | |

The Unit Prices and Hourly Labor Rates set forth above are “fully burdened”, i.e. inclusive of all costs for labor, overhead and profit associated with completing a task or work segment or providing an hour of Work by the applicable labor/trade classification. Examples of costs 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:

- (1) Costs associated with providing “tools of the trade” (see Article V(f)).
- (2) 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.
- (3) Charges for supervision of projects/jobs by company management personnel.
- (4) Profit, fees, surcharges, mark-ups, or other indirect charges not otherwise specifically addressed in this Article.

(c) **Material, Special Equipment, and Subcontractor Costs.** Actual costs for purchase of materials, acquisition of special equipment, and subcontracted work plus applicable Mark-Ups as set forth below may be billed directly to individual Release Orders issued under this BOA. 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.

| Mark-Up Rate | BOA Year #1 | BOA Year #2 | BOA Year #3 |
|--------------------------------|-------------|-------------|-------------|
| Material Mark-Up Rate | | | |
| Special Equipment Mark-Up Rate | | | |
| Subcontractor Mark-Up | | | |

ARTICLE VIII – INVOICES AND PAYMENTS

(a) Contractor shall prepare and submit separate monthly invoices for individual Release Orders issued under this BOA. For Release Orders with project schedules that do not exceed one month, the Contractor shall submit one single invoice for payment upon completion of all Work on the project/job. Invoices shall be submitted with sufficient detail and supporting documentation in accordance with the applicable payment clause set forth in the General Terms & Conditions set forth in Part II of this BOA:

For T&M type Release Orders: Clause K2 – Payments Under Time and Material Contracts

For FP type Release Orders: Clause J2 – Payments Under Fixed-Price Construction Contracts

(b) Invoices shall be typed or computer-generated and include the following minimum information: BOA Number **FB100####A**; the applicable Release Order Number (aka *FPO Contract Number*); 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 or NTE Price established for a Release Order.

(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 applicable Technical Representative for the Release Order.

(e) Records. The Contractor shall maintain cost records in accordance with generally accepted accounting principles. Records shall be made available to Princeton University or its authorized representative at mutually convenient times as required by this BOA or upon request. The Contractor shall retain all records relating to Release Orders issued under this BOA until the expiration of seven (7) years after final payment is made for the Release Order, or six (6) months after final resolution (by non-appealable judgment or settlement) of any disputes, whichever may be later.

(f) The Contractor shall permit Princeton University, at its own expense, by its duly authorized representatives, to inspect and audit all data, records and files pertaining to this BOA.

ARTICLE IX - INSURANCE

(a) **Insurance.** Prior to beginning any Work at Princeton University or at the time of execution of this BOA, 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 II 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...

Pollution Liability:

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

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

(1) The Contractor shall submit an insurance certificate(s) evidencing compliance with all requirements for insurance coverage to Princeton University’s BOA 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 Subcontractors that may be engaged by the Contractor for Work under this BOA.
- (c) 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 BOA and, in the event of such changes, Contractor shall provide a new insurance certificate to evidence continued compliance with Princeton University's insurance requirements.
- (d) Insurance shall be provided at the Contractor's expense (e.g. as part of the Unit Prices or Hourly Labor Rates established in this BOA) and shall not be charged directly to Princeton University as a part of any Release Order issued under this BOA.
- (e) All Risk Coverage. All Risk Coverage for Work under Release Orders issued pursuant to this BOA shall be provided by Princeton University pursuant to Clause G1(b)(1) of the General Terms and Conditions set forth in Part II.

ARTICLE X – NEW JERSEY PREVAILING WAGE ACT

- (a) This Article may be applicable to individual Release Orders issued pursuant to this BOA. When invoked on an individual Release Order, Suppliers shall comply fully with the requirements set forth in this Article.
- (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 XI – BACKGROUND CHECKS

(a) Princeton shall notify the Contractor in writing when any work performed on a Release Order issued pursuant to this BOA is subject to background check requirements. When notified in writing by Princeton, Suppliers shall comply fully with the requirements set forth in this Article.

(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 |
| FB1007520N | Hogan Security Group (Salto Systems, Inc.) | Keyless Lock System & Door Hardware Equipment & Services |
| FB1007509N | Access Systems Integration | Card Access Control System & Door Hardware Equipment & Services |
| FB1009751N | NextGen Security, LLC | Card Access Control System & Door Hardware Equipment & Services |
| FB1007511N | Convergint Technologies | Card Access Control System and Door Hardware Equipment and Services |
| FB1003050N | Kistler O'Brien Fire Protection | Fire Alarm Equipment & Services (Gamewell / FCI) |

(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.

IN WITNESS WHEREOF, the Parties hereto have executed this Basic Ordering Agreement:

ON BEHALF OF
FIRM NAME

ON BEHALF OF
THE TRUSTEES OF PRINCETON UNIVERSITY

BY: _____

BY: _____

PRINTED: _____

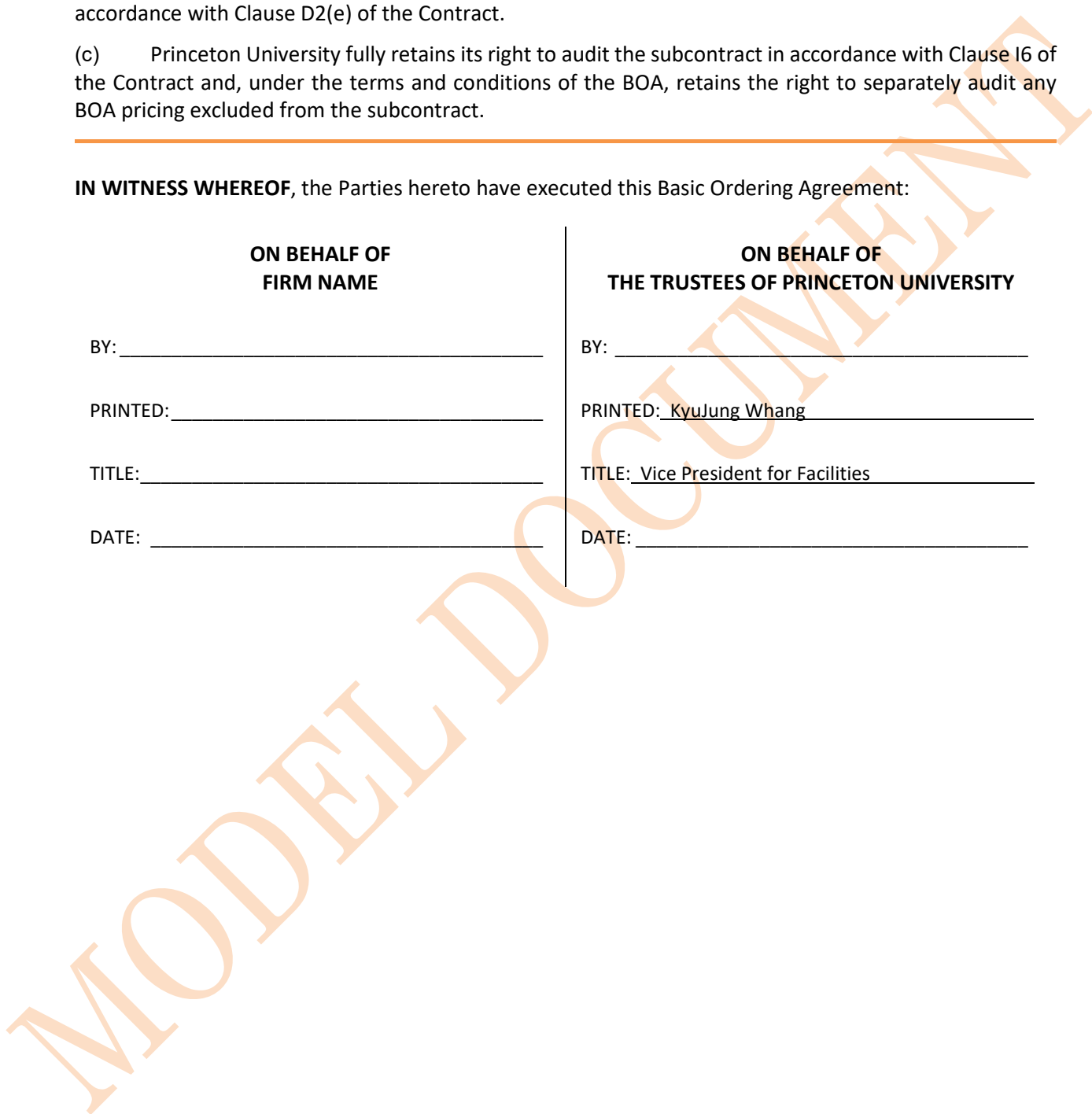
PRINTED: KyuJung Whang

TITLE: _____

TITLE: Vice President for Facilities

DATE: _____

DATE: _____



BASIC ORDERING AGREEMENT NUMBER FB100####A
FOR
BOA SERVICES

PART II

GENERAL TERMS AND CONDITIONS

The attached General Terms and Conditions for Basic Ordering Agreements for Construction Services are hereby incorporated into and made a part of this BOA and shall apply to all Release Orders issued hereunder.

BASIC ORDERING AGREEMENT NUMBER FB100####A
FOR
BOA SERVICES

PART III
BOA SCOPE OF WORK DOCUMENTS

MODEL DOCUMENT