



PRINCETON UNIVERSITY

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

CONSTRUCTION MANAGEMENT COST PLUS FIXED FEE CONTRACT

FOR

PROJECT TITLE

CONTRACT NUMBER FC100#####

WITH

FIRM NAME

CONTRACT NUMBER FC100#####
CONSTRUCTION MANAGEMENT CPFF CONTRACT
FOR
PROJECT TITLE

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PART I AGREEMENT

PROJECT	"EFFECTIVE DATE" OF CONTRACT
Project Title	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 Cost Plus Fixed Fee Construction Contract (the "Contract") for **Project Title** (the "Project") is made and entered into as of the Effective Date 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, labor, material and equipment more fully described in the documents comprising this Contract; and

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

NOW THEREFORE, in consideration of the mutual promises set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Princeton University and Contractor do mutually agree as follows (each of Princeton University and Contractor may hereinafter be referred to as a party or collectively as the parties):

ARTICLE I – THE "CONTRACT" AND THE "CONTRACT DOCUMENTS"

(a) The "Contract Documents" consist of the documents listed below in this paragraph, including all Modifications thereto, all of which form the "Contract" and are as fully a part of the Contract as if attached to this Agreement or repeated herein. A "Modification" to the Contract is: (1) a written amendment to the Contract signed by both parties; (2) a Change Order (as defined in and pursuant and subject to Part II of the Contract, General Terms & Conditions, Section H and its subparts) signed by both parties; or (3) a Disputed Change Order (as defined in and pursuant and subject to Part II of the Contract, General Terms & Conditions, Clause H5) issued by Princeton University. The Contract Documents are:

- (1) **This Agreement (Part I).**
 - Attachment 1 – Princeton University’s Request for Proposal titled "[INPUT]", in its entirety, dated [INPUT], and if not attached hereto deemed incorporated herein by reference as Attachment 1 (the "RFP"). (#INPUT pages)

- Attachment 2 – Contractor’s proposal dated [INPUT], or portions thereof, only to the extent as attached as Attachment 2 (the “Proposal”). (#INPUT pages)
 - [INPUT - other Attachments, if any].
- (2) **General Terms and Conditions for Construction Contracts (v9.0 05-2020) (Part II)** (the “General Terms & Conditions”). Any references in this Agreement to specific ‘Clauses’ of the Contract refer to this document.
- (3) **Target Price Breakdown and Basis Documents (Part III), which includes:**
- Attachment 1 – Target Price Breakdown (dated, [INPUT]) (#INPUT pages).
 - Attachment 2 – Recommended VE incorporated into Target Price Breakdown (dated, [INPUT]) (#INPUT pages). [if any]
 - Attachment 3 – General Conditions Cost Itemization (dated, [INPUT]) (#INPUT pages).
 - Attachment 4 – Staffing Plan (dated, [INPUT]) (#INPUT pages). [if any]
 - Attachment 5 – Allowances (dated, [INPUT]) (#INPUT pages). [if any]
 - Attachment 6 – Alternates (dated, [INPUT]) (#INPUT pages), the potential Work of the Alternates identified in Attachment 6 shall only be provided by Contractor if requested by Princeton University in writing signed by Project Manager after execution of the Contract subject to the terms of the Contract Documents. [if any]
 - Attachment 7 – Document List, dated [INPUT], which, without limitation, identifies the Drawings and Specifications (#INPUT pages).
 - Attachment 8 – Assumptions and Clarifications and Exclusions, dated [INPUT] (#INPUT pages). This Attachment includes the following
 - (sub-bullet any internal docs to identify).
 - Attachment 9 – any other documents.
- (4) **Project Schedule, dated [INPUT] with a data date of [INPUT] (Part IV).**

(b) Any documents attached to any of the above identified Contract Documents or identified therein as being part of said document or this Contract at the time of execution and delivery of this Contract shall be deemed incorporated therein and herein as part of the Contract Documents subject to any other applicable terms and conditions of the Contract Documents.

(1) Without limitation to the above Contract Documents, the inclusion of any attachments to this Agreement (Part I) are intended to amplify the Contractor’s obligations under this Contract and shall not be interpreted to limit the Contractor’s obligations in any manner whatsoever. Accordingly, to the extent that some obligations in any attachments are repeated in the Contract Documents and others are not, such omission is not intended to and shall not limit Contractor’s obligations in any manner. Additionally, without limitation to the general applicability of Article I(d) below to all terms and conditions and obligations of the Contract Documents, to the extent of any conflict, inconsistency, ambiguity, or omission between or among the terms of any of the Contract Documents and attachments to this Agreement (Part I), the greater or more stringent terms/conditions/obligations as applied to the Contractor shall control

(c) The Contract represents the entire and integrated agreement between the parties and supersedes any and all prior negotiations, representations or agreements, either written or oral. Except for Princeton University’s right to unilaterally issue a Disputed Change Order (as defined in and pursuant to Clause H5) the Contract Documents may be changed, modified, or amended only by a written Modification signed by both parties. Specifically, Letter Contract FC100#### (as amended, if so) between

Princeton University and the Contractor for Early Start Work for this Project is encompassed and superseded by this Contract and all Work and all costs for the Work (however defined therein) thereunder are included as part of this Contract and the CPFF established herein, and payments made thereunder shall be treated as payments hereunder and credited to Princeton University accordingly. **[Delete preceding sentence if Letter Contract is not applicable.]**

(d) The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. The intent of the Contract Documents is also to include all items necessary for the proper execution and completion of the Work by the Contractor. Since the Contract Documents are complementary, what is required by one shall be as binding as if required by all; it being the intention of the Contract Documents to include all things reasonably inferable from the Drawings and Specifications. Items not expressly included in the Contract Documents, but which are reasonably inferable therefrom as being necessary to produce the intended results, shall be deemed included in the Work. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contractor shall notify Princeton University before proceeding to request written clarification from Princeton University or the Architect/Engineer (if such request relates to the Drawings or Specifications) to resolve any such inconsistency, but in all instances of any such inconsistency, conflict, ambiguity, or omission the Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirement or stricter obligations unless expressly qualified in Contractor's Assumptions and Clarifications and Exclusions document attached as part of Part III of the Contract, or unless otherwise agreed in writing in advance by Princeton University in its discretion.

ARTICLE II – DEFINITIONS

(a) Certain definitions applicable to this Contract are found in General Terms & Conditions (Part II) Clause A1 - Definitions. The following additional definition is also applicable to this Contract. The defined term herein and those in Clause A1 are not intended to be a comprehensive list of defined terms in the Contract, many of which are defined elsewhere in individual provisions of this Agreement (Part I of the Contract), the General Terms & Conditions (Part II of the Contract), and the other Contract Documents.

(b) The term "Architect/Engineer" as it appears in the Contract Documents shall specifically mean **Project Architect or Engineer**, having an office at **Project Architect/Engineer City, State** and shall aggregately include all subconsultants employed or retained or coordinated by the Architect/Engineer including structural, mechanical, electrical and other engineers and all other consultants to design the elements and observe the construction of a complete building structure and system. It is understood that the Architect/Engineer may be terminated during the term of this Contract and such termination shall not be a breach of this Contract. If the employment of the Architect/Engineer is terminated, within a reasonable time thereafter and to the extent reasonably necessary for the progress of the Project, a new Architect/Engineer shall be retained whose status under the Contract Documents shall be that of the former Architect/Engineer. Notwithstanding the inclusiveness of the defined term Architect/Engineer herein, any required approvals from Architect/Engineer or any submittals to or communication with Architect/Engineer as required of Contractor by or pursuant to the Contract Documents shall be through or with the firm set forth in the first sentence of this Article II(b) (by its authorized representative on this Project as made known to Contractor), unless expressly authorized or directed otherwise in writing by said firm or Princeton University.

ARTICLE III – STATEMENT OF WORK

(a) **General.** The Contractor shall furnish all labor, equipment, material and supervision to complete the Work indicated 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 [X] are [] are not included in the scope of this Contract. If BIM Services are required as part of this Contract, Contractor shall be required to utilize BIM technology in coordination with the Project team in compliance with Section 1.5 of the Princeton University Design Standards Manual, Release 12.0 (June 2018) and its appendices, each of which shall be deemed incorporated herein by reference and made a part hereof and form part of the Contract Documents as if enumerated in Article I(a). It is understood that certain of the aforementioned appendices may be forms or templates and shall serve in that capacity. If BIM Services are required as part of this Contract, the Project’s BIM Execution Plan, when complete and approved by Princeton University in its discretion, shall likewise be deemed incorporated herein and made a part hereof and form part of the Contract Documents as if enumerated in Article I(a). The aforementioned Design Standards Manual may be updated bi-annually, although more current individual sections or supplements may be provided on an as-needed basis.

ARTICLE IV – COST PLUS FIXED FEE and TARGET PRICE

(a) **Cost Plus Fixed Fee and Target Price.** In full consideration for the performance of the Work and all other obligations of Contractor hereunder, Princeton University agrees to pay the Cost of the Work plus a Fixed Fee (the “Cost Plus Fixed Fee” and/or “CPFF”). The Contractor’s “Fixed Fee” is the fixed amount set forth in the summary below. The term “Target Price” as it appears in this Contract shall mean the total estimated amount for the Cost Plus Fixed Fee (CPFF). The total amount established for the Target Price is **\$XXX,XXX,XXX (Enter dollar value text)**. The elements comprising this Target Price amount are more fully detailed in the Target Price Breakdown and Basis Documents set forth in Part III 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 Costs	\$x,xxx,xxx
Subtotal Construction Costs	\$xxx,xxx,xxx
GL/Excess Insurance	\$x,xxx,xxx
Subcontractor Default Insurance (SDI)	\$x,xxx,xxx
Builders Risk Insurance (BRI)	\$xxx,xxx
Total Cost of the Work	\$xxx,xxx,xxx
Contractor’s Fixed Fee	\$x,xxx,xxx
TOTAL Target Price	\$XXX,XXX,XXX

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. However, notwithstanding the preceding, changes to the estimated Target Price shall be made only by the issuance of an appropriately authorized Change Order signed by Princeton University subject to the terms and limitations in this Article IV and elsewhere in this this Agreement and in the General Terms & Conditions.

(b) **General Conditions Costs.**

(1) Attached as part of the Target Price Breakdown and Basis Documents (Part III of this Contract) is Contractor’s General Conditions Cost Itemization, which identifies each category of the Contractor’s “General Conditions Cost” component of the Cost of the Work as agreed upon between Princeton University and Contractor. Contractor shall not be entitled to reimbursement for any categories of costs that are generally considered in the construction industry to be “general conditions” costs unless they are identified on the General Conditions Cost Itemization included as part of the Target Price Breakdown and Basis Documents (Part III of the Contract) notwithstanding any other provision of the Contract Documents to the contrary that may otherwise allow for reimbursement of such or identifies such costs as a Cost of the Work, including, without limitation, Clause L4(a).

(2) Notwithstanding anything in the Contract to the contrary, the Contractor expressly acknowledges and agrees that a material inducement for Princeton University to enter into this Contract, among other things, is the Contractor’s guarantee that the actual costs incurred for its General Conditions Costs shall not exceed the amount of ~~\$x,xxx,xxx~~ as more fully detailed in the Target Price Breakdown and Basis Documents set forth in Part III and summarized in Article IV(a), and that all costs or expenses in excess of this amount shall be borne by the Contractor unless adjusted by an appropriate Change Order signed by Princeton University. See also Terms & Conditions Clause L4(b). Should Contractor seek an increase in the not to exceed amount of the General Conditions Cost set forth above, the Contractor, in making a Claim for an increase in the Target Price for alleged increased General Conditions Costs in connection with any alleged change in the Work or an alleged excusable delay or otherwise, shall submit a separate Change Order Request exclusively addressing General Conditions Costs and shall include supporting rationale for the Claim (in addition to complying with all requirements in the General Terms & Conditions). Change Order Requests addressing changes to the Work shall not intermingle costs or expenses for General Conditions Costs with other costs claimed with respect to any claimed change in the Work. The Contractor is not entitled to a mark-up for overhead/profit/fee assessed on any Claims or Change Orders for General Conditions Costs and such General Conditions Costs shall not be included in any calculations to establish or adjust the Contractor’s Fee in accordance with paragraph (c)(1) below.

(3) **Hourly Billing Rates. [Check Applicable]:**

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 Costs for this Project. These billing rates have been established solely for the purpose of comprehensive reimbursement of the Contractor’s 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, which are included as part of Contractor’s General Conditions Costs).

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 corresponding General Conditions Costs 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 approval within its discretion and, if and to the extent approved, incorporation into the Contract.

OR

[] The parties have agreed to the fully-burdened fixed hourly billing rates for the wages and salaries of Contractor's project administration and field supervision staff and other laborers directly employed by Contractor included as part of the General Conditions Costs for this Project, which are set forth in Part III of the Contract (Target Price Breakdown and Basis Documents). These hourly billing rates include, but are not limited to, actual salaries, wages, bonuses, benefits, payroll taxes, insurance, and other labor-related overheads and burdens and are fully burdened, but exclude fee. These hourly billing rates shall remain fixed and in effect for the duration of this Contract unless set forth in Part III as subject to escalation and if so, only to the extent set forth therein.

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

(c) **Adjustments to the Target Price.** The Target Price may be increased or decreased only pursuant to approved Change Orders signed by Princeton University as provided for in this Article and in accordance with General Terms & Conditions Section H - Changes in the Work and/or the Contract. The Contractor's Fixed Fee established in this Contract is a fixed amount that shall be adjusted only as provided for in this paragraph (c)(1) and paragraph (c)(2) below

(1) **Upward Adjustment to Target Price for Contractor's Fee.** The Contractor's Fixed Fee established in this Contract is a fixed amount and it shall not fluctuate or be revised upward based on the actual Cost of the Work, and the Contractor is not entitled to additional fee on Change Orders nor shall Change Orders cause any modification to the Contractor's Fixed Fee. However, upon completion of the Work, if the cumulative net total of all Change Orders result in an increase to the Target Price in excess of \$X,XXX,XXX.XX, then the Contractor's Fixed Fee shall be correspondingly increased by an amount equal to NN% of the cost of the applicable Change Order Work in excess of \$X,XXX,XXX.XX. Notwithstanding the preceding, when calculating the cumulative net total of all Change Orders that increase the Target Price for the purpose of this paragraph (c)(1), amounts related to the following shall be excluded from any and all calculations and Fixed Fee adjustments:

- (i) any Change Order issued to increase the amount established for General Conditions Costs without regard to the reason for the increase, with the express understanding that the Contractor is not entitled to any overhead/profit/fee assessed on General Conditions Costs and such costs shall be excluded from any calculations of the Contractor's Fixed Fee.
- (ii) Change Orders or amendments issued to incorporate priced Alternates that have been specifically identified in the Target Price Breakdown and Basis Documents or as part of Subcontractor bids at the time of execution of this Contract.

(2) **Downward Adjustment to Target Price for Contractor's Fee.** The Contractor's Fixed Fee established in this Contract is a fixed amount and it shall not fluctuate or be revised downward based on the actual Cost of the Work and there shall be no mark-down for Fee on individual

Change Orders nor shall individual Change Orders cause any decrease to the Contractor’s Fee. However, upon completion of the Work, if the cumulative net total of all Change Orders result in a decrease to the Target Price by \$X,XXX,XXX.XX or more, then the Contractor’s Fixed Fee shall be correspondingly decreased by an amount equal to NN% of such amount.

(3) **Adjustment to Target Price for Insurance and SDI Costs.** Calculations of the insurance and Subcontractor Default Insurance (SDI) amounts included in the Target Price have been made using the following rates and bases as further detailed in the Target Price Breakdown and Basis Documents (Part III of the Contract) and billing and/or adjustments to the Target Price based on the actual Cost of the Work and/or by Changes in the Work and/or the Contract (all by signed Change Order only) shall be consistent with the same as follows:

- (i) The GL/Excess Insurance rate is x.x% applied to the actual Cost of the Work for Subcontractors/trade costs (direct work).
- (ii) 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).

(d) **Target Price Savings.** Upon completion of the Work, the Contractor shall provide to Princeton University a detailed and complete accounting of the actual Cost of the Work for the Project. Should the actual final Cost of the Work plus the Contractor’s Fixed Fee be less than the Target Price as adjusted pursuant to this Contract (Target Price “Savings”); the Savings shall accrue one hundred percent (100%) to Princeton University and zero percent (0%) to 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 on Subcontractor 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 in the Work.

ARTICLE V – TIME OF PERFORMANCE

(a) The Work to be performed under this Contract shall commence on Month ##, 20##. Subject to authorized adjustments only as agreed to by Princeton University in a signed Change Order, Contractor shall, without limitation, achieve the following Schedule Milestone dates (which are not intended to be a comprehensive list of all 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	
Punch List	
O&M Document Delivery and Training Complete	
Certificate of Occupancy, Substantial Completion	
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 in a signed Change Order.

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 & Conditions:

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

ARTICLE VII – PAYMENTS

(a) In accordance with General Terms & Conditions Section I – Payments, the Contractor shall prepare and submit monthly invoices or Applications for Payment for Work performed under this Contract.

(b) Invoices shall contain sufficient detail and supporting documentation as required by Section I of the General Terms & 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, except as may be modified by an appropriate Change Order signed by Princeton University. 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 as approved by Princeton University in conformance with the General Terms & Conditions Clause I1.

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 representatives for this Contract and Project (individually and collectively herein “Princeton University Representatives”) are:

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

(c) Agreements and/or actions taken by the Contractor that, by their nature, effect a change in the Work to this Contract or would be a Modification to the 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 and otherwise in conformance with all terms of the Contract Documents. 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 & 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 execution 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 Administrative Representative for review and approval; and,

(2) In accordance with Clause 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) Builders Risk Coverage. Builders 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) is is not applicable to this Contract.

- (1) The Contractor shall 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 enrolled subcontracted volume. The estimated total enrolled subcontracted volume is the amount for total direct Work as shown in the Part III Target Price Breakdown and Basis Documents. Unless otherwise agreed to by Princeton University in writing, and notwithstanding the value of the total direct Work as shown in the Part III Target Price Breakdown and Basis Documents, total enrolled 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 Subcontractors covered by a performance or payment bond nor Subcontractors not enrolled in the SDI Program.
- (2) This amount calculated as described above for SDI reimbursement will be based upon the total enrolled subcontracted volume included in the Target Price; therefore, whenever the total enrolled 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 enrolled subcontracted volume amount.
- (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) Princeton University has established an overall goal of 15% diverse spend across all categories of design and construction services. In support of this goal, the Contractor shall maximize opportunities for participation by diverse suppliers to ensure that minority-owned business enterprises (MBE's), woman-owned business enterprises (WBE's), veteran-owned business enterprises (VBE's) and LGBT-owned business enterprises (LGBTBE's) have an equitable opportunity to compete for Subcontracts.
- (c) A supplier diversity subcontracting plan (SDSP) is included in and made a part of this Contract.
- (d) 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 MBE's, WBE's, VBE's and 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 MBE's, WBE's, VBE's and 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 MBE's, WBE's, VBE's and 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 (e) 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 MBE's, WBE's, VBE's and LGBTBE's and to award Subcontracts to them.
- (e) Reporting Requirements. Prior to final payment, a report including the information listed below shall be submitted to Princeton University's Administrative Representative. An interim report shall be submitted either semi-annually to cover the Contract period through June 15 and/or December 15 each year, or, at Princeton University's discretion, quarterly to cover the Contract period through March 15, June 15, September 15 and/or December 15 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.
- (f) Failure to fulfill the obligations under paragraph (e) 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 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, by using its website at <https://www.nj.gov/labor>. 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 and provide copies or appropriate documentation of such to Princeton University.

(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 **[X]** is **[]** is not applicable to this Contract.

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

(1) Within 10 days after Contract execution, 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 execution, 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 Compliance Hotline. During the performance of this Contract, the Contractor shall prominently display the Princeton University Compliance 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 Article XII, including this paragraph (d), in all Subcontracts.

ARTICLE XIII – 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 who does not successfully pass the background check. Background checks shall be performed prior to the start of Work, 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
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(e) 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).

(c) Princeton University fully retains its right to audit the Subcontract in accordance with Clause K6 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 Contract:

ON BEHALF OF FIRM NAME	ON BEHALF OF THE TRUSTEES OF PRINCETON UNIVERSITY
BY: _____	BY: _____
PRINTED: _____	PRINTED: <u>KyuJung Whang</u>
TITLE: _____	TITLE: <u>Vice President for Facilities</u>
DATE: _____	DATE: _____

Princeton University-Contract Funding Summary

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

MODEL DOCUMENT

CONTRACT NUMBER FC100#####
CONSTRUCTION MANAGEMENT CPFF CONTRACT
FOR
PROJECT TITLE

PART II

GENERAL TERMS & CONDITIONS

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

CONTRACT NUMBER FC100#####
CONSTRUCTION MANAGEMENT CPFF CONTRACT
FOR
PROJECT TITLE

PART III

TARGET PRICE BREAKDOWN AND BASIS DOCUMENTS

CONTRACT NUMBER FC100#####
CONSTRUCTION MANAGEMENT CPFF CONTRACT
FOR
PROJECT TITLE

PART IV
PROJECT SCHEDULE