



PRINCETON UNIVERSITY

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

CONSTRUCTION FIXED PRICE CONTRACT FOR PROJECT TITLE

CONTRACT NUMBER FC100#####

WITH
FIRM NAME

CONTRACT NUMBER FC100#####

**CONSTRUCTION FIXED PRICE 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 Fixed Price Contract (the “Contract”) for the **Project Title** (the “Project”) is made and entered into by and between The Trustees of Princeton University (hereinafter “Princeton University”), a New Jersey not-for-profit corporation existing under the laws of the State of New Jersey, with its principal offices in Princeton, New Jersey, and **Firm Name** (hereinafter “Contractor”), organized and existing under the laws of the **State or Commonwealth of [State]** with its principal offices located at the address shown above.

WITNESSETH

WHEREAS, Princeton University desires that the Contractor furnish construction services, 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 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 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/Bid titled “[INPUT]”, in its entirety, dated [INPUT], and if not attached hereto deemed incorporated herein by reference as Attachment 1 (the “RFP”). (#INPUT pages) List RFB/P documents that are attached or incorporated by reference as a part of Part I - Agreement.

- Attachment 2 – Contractor’s proposal/bid dated [INPUT], or portions thereof, only to the extent as attached as Attachment 2 (the “Proposal”). (#INPUT pages)
- (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) **Statement of Work/Drawings and Specifications (Part III), which includes:**
- List Specification Documents Attachment 1 - Document List, dated [INPUT], which, without limitation, identifies the Drawings and Specifications (#INPUT pages).
 - Attachment 2 – Assumptions and Clarifications and Exclusions, dated [INPUT] (#INPUT pages).
- (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(c) 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 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.

ARTICLE II – DEFINITIONS

(a) Certain definitions applicable to terms in 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 or Engineer City, State** and shall aggregately include all subconsultants employed or retained or coordinated by the Architect/Engineer including, but not limited to, 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 –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 IV – STATEMENT OF WORK

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.

ARTICLE V – CONTRACT PRICE / FIXED PRICE

(a) **Contract Price (Fixed Price).** In full consideration for the performance of all items required by the Contract for the proper completion of the Work and all other obligations of Contractor hereunder, Princeton University agrees to pay the fixed-price lump sum of **###,###,###.## (Insert text description of amount)** (the “Contract Price” and/or “Fixed Price”).

(b) **Alternates and/or Options.** The following are alternate/optional items or services that Princeton University may elect to invoke unilaterally at the amounts indicated by giving written notice to the Contractor at any time prior to Substantial Completion of the Project (or by the exercise date specified, if any), which shall be incorporated into the Contract by a written Change Order to the Contract signed by Princeton University.

<u>Alternate/Optional Item or Service</u>	<u>Amount</u>	<u>Exercise Date</u>
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(c) **Adjustments to the Fixed Price.** The Fixed Price may be increased or decreased resulting from changes to the Work and/or the Contract made only pursuant to approved Change Orders signed by Princeton University as provided for in this Article and in accordance with the General Terms & Conditions Section H - Changes in the Work and/or the Contract – and any other applicable provisions of the Contract Documents. The only mark-ups (or mark-downs in the event of a deduct Change Order) that shall be applied to any appropriately authorized Change Orders signed by Princeton University shall be in such percentages and in conformance with other conditions included in the Contractor’s Proposal (Attachment 2 to this Agreement), if any.

ARTICLE VI – 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, 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 date specified above may be made only as authorized in writing by Princeton University in a signed Change Order.

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. 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 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 that exceed the Fixed Price established in this Contract.

(d) Payment will be made to the Contractor within 30 days after receipt by Princeton University of an invoice that is submitted in proper form and substance as approved by Princeton University in conformance with the General Terms & Conditions Clause I1.

ARTICLE VIII – INSURANCE

(a) **Insurance.** Prior to beginning any of the Work on the Project or at the time of execution of this Contract, whichever occurs first, the Contractor shall establish, maintain and keep in force policies for minimum insurance coverage as indicated in Clause G1 of the General Terms & 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) As required by Clause G1, Contractor is responsible for ensuring that Princeton University is notified in advance of any material change to or renewal of any of the insurance coverages during the term of the Contract and, in the event of such changes, Contractor shall provide a new insurance certificate to evidence continued compliance with Princeton University’s insurance requirements.

ARTICLE IX – SUPPLIER DIVERSITY SUBCONTRACTING PLAN

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

(b) 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 X – 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, 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 XI – 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 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 XI, including this paragraph (d), in all Subcontracts.

ARTICLE XII – BACKGROUND CHECKS

- (a) This Article [] is [X] is not applicable to this Contract.
- (b) Contractor shall ensure that background checks are conducted on all persons performing Work at the Project location, and shall exclude from the Project location any individual 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 XIII – SPECIAL PRICING APPLICABLE TO ALL PRINCETON UNIVERSITY PROJECTS

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

BOA Number	Supplier	Services
FB00630K	SimplexGrinnell	Fire Alarm Equipment & Services
FB0705000N	Siemens Industry, Inc.	Automatic Temperature Control Equipment & Services

FB0706000N	Automatic Logic Corporation	Automatic Temperature Control Equipment & Services
FB1007520N	Hogan Security Group (Salto Systems, Inc.)	Keyless Lock System & Door Hardware Equipment & Services
FB1007509N	ADT Commercial	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 K6and, 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**

BY: _____

PRINTED: _____

TITLE: _____

DATE: _____

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

BY: _____

PRINTED: KyuJung Whang

TITLE: Vice President for Facilities

DATE: _____

Princeton University-Contract Funding Summary

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

MODEL DOCUMENT

CONTRACT NUMBER FC100#####
CONSTRUCTION FIXED PRICE CONTRACT FOR
PROJECT TITLE

PART II

GENERAL TERMS AND CONDITIONS

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

CONTRACT NUMBER FC100#####
CONSTRUCTION FIXED PRICE CONTRACT FOR
PROJECT TITLE

PART III

STATEMENT OF WORK/DRAWINGS AND SPECIFICATIONS

SCHEDULE OF DRAWINGS

Drawing No.	Description	Date

CONTRACT NUMBER FC100#####
CONSTRUCTION FIXED PRICE CONTRACT FOR
PROJECT TITLE

PART IV
PROJECT SCHEDULE