



PRINCETON UNIVERSITY

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

PRECONSTRUCTION SERVICES

FOR

PROJECT TITLE

CONTRACT NUMBER FC100#####

WITH

FIRM NAME

CONTRACT NUMBER FC100#####
PRECONSTRUCTION SERVICES FOR
PROJECT TITLE

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PART I AGREEMENT

PROJECT/SERVICES	"EFFECTIVE DATE" OF CONTRACT
Preconstruction Services for 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 Preconstruction Services Contract (the "Contract") for the **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 preconstruction services 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 the 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) **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 06-2020) (Part II)** (the “General Terms & Conditions”). Any references in this Agreement to specific “Clauses” of the Contract refer to this document.
- (3) **Project Description (Part III)**

(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.

(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 services and 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 services and 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 design documents, including 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 services and Work or comply with the more stringent requirement or stricter obligations.

ARTICLE II – DEFINITIONS

(a) Certain definitions applicable to this Contract are found in General Terms & Conditions (Part II) Clause A1 - Definitions. The following additional definitions are also applicable to this Contract. The defined terms 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 Project 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, 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.

(c) The term "Construction Budget" shall mean the budget established by Princeton University for the construction of all elements of the Project designed or specified by the Architect/Engineer, including trade Subcontractors, Contractor's General Conditions Costs (staff, site requirements, etc.), design and Construction Contingencies, insurance, bonds (if any), Subcontractor Default Insurance (if applicable) and the Contractor's Fee, as set forth in Article III(i).

(d) The term "Construction Contingency" shall mean that portion of the Construction Cost for a Guaranteed Maximum Price (GMP) Contract ("GMP Contract") reserved to cover increased or added costs that are Cost of the Work resulting from circumstances that may not be completely predictable or foreseeable at the time that the GMP is established but that can reasonably be assumed to be included within the scope of Work for the Project and presumed to have been included in but was omitted from the GMP. Examples of circumstances that may give rise to the use of Construction Contingency include but are not limited to: (i) utility coordination by the Contractor or a Subcontractor at any tier; (ii) purchasing, estimating, and scheduling difficulties (e.g., changes in local material or labor market conditions at time of bidding; or, items that were missed in the GMP but that are required expressly or by necessary implication by the Contract Documents for a complete Project; or, net Subcontractor buyout overruns that exceed the GMP for the trade line(s) involved); (iii) detail refinement (i.e., minor items or material selections required to complete a detail that may have not been fully developed in the design documents or that were familiar to the Contractor from their work on previous Princeton University projects); and (iv) the re-procurement of a Subcontractor at any tier due to termination for any reason, excluding any re-procurement costs that would be covered by Subcontractor Default Insurance (SDI) and any deductibles to be paid in connection with any applicable SDI insurance, if SDI is included in the GMP Contract, and any legal costs which are unallowable. The above list is meant to be illustrative and Princeton University, in its discretion, may determine that there are other circumstances that meet the general definition for use of Construction Contingency; however, the Construction Contingency is not intended to fund additional scope or to fund additional cost of allowances beyond the dollar values

included in the GMP (except as described in Article IV(d) and its subparts of the GMP Contract). Additionally, notwithstanding anything to the contrary herein, Contractor shall not be allowed to receive payment of sums from the Construction Contingency and with the development of a Construction Contingency, the Contractor shall not anticipate reimbursement for costs/charges/sums/etc. relating to: (i) sums that are successfully recovered from a Subcontractor or other responsible entity (with the express understanding that Contractor shall be required to take reasonable action to recover such sums without resort to litigation); (ii) sums for which Contractor would have been indemnified or compensated by insurance (including SDI), if not for the failure of Contractor to procure and maintain such insurance in accordance with the requirements of the GMP Contract, or if not for the failure of Contractor to comply with the requirements of any insurance carriers providing coverage for the Project, or if not for the failure of Contractor to pursue all available claims against such carriers for coverage or recovery; (iii) deductibles of any kind (insurance, SDI, etc.); and (iv) any sums, costs, charges, etc. that exceed the available Construction Contingency set forth in the Guaranteed Maximum Price. The definition of the Construction Contingency and its intended operation is more fully detailed in the GMP Contract Article IV(d) and its subparts.

(e) The term "Construction Cost" shall mean the total estimated cost to Princeton University to construct all elements of the Project designed or specified by the Architect/Engineer, including, without limitation, trade Subcontractors, Contractor's General Conditions Costs (staff, site requirements, etc.), design and Construction Contingencies, insurance, bonds (if any), Subcontractor Default Insurance (if any), and the Contractor's Fee.

(f) The term "Statement of Construction Cost" means the periodic estimates of the Construction Cost of the Project prepared at the end of each design phase by the Contractor and, if included in the Architect/Engineer's scope of services, by the Architect/Engineer's cost subconsultant. As developed by the Contractor, the Statement of Construction Cost shall also represent its GMP Proposal for any anticipated GMP Contract or the estimated Target Price for any anticipated Cost Plus Fixed Fee (CPFF) Contract ("CPFF Contract").

ARTICLE III – SCOPE OF WORK

The Contractor shall consult with, advise, assist and make recommendations to Princeton University and its designated design professionals, including but not limited to the Architect/Engineer, regarding all aspects of planning for the Project as set forth below:

(a) **Project Design.** Contractor shall consult with, advise, assist and make recommendations (in writing when requested) to Princeton University and the Architect/Engineer in the preparation of the design criteria for the Project and the ongoing development of all plans, Drawings and Specifications for the Project throughout each design phase. In performing such services, in its role as a contractor and/or construction manager and not a licensed design professional, the Contractor, as a member of a team consisting of the Architect/Engineer and Princeton University, shall:

(1) Review all design documents, including all Drawings and Specifications as they are developed, and advise and make recommendations with respect to such factors as constructability; construction feasibility; cost impacts and possible economies; availability and utilization of various and appropriate materials, labor and equipment; time requirements for procurement and construction, and performance standards and maintenance expense upon completion;

(2) Assist the Architect/Engineer and the other designated design professionals in the review of all sections of the plans and Drawings and Specifications to minimize areas of conflict and overlap in the Work to be performed by the various trade Subcontractors;

- (3) Review the Drawings and Specifications as they are being prepared, in order to advise and assist in the coordination thereof, the preparation of a release sequence thereof, the elimination of ambiguities and conflicts therein, and the avoidance of omissions and conflicts with applicable laws and regulations and all Legal Requirements; and,
- (4) Verify that the Architect/Engineer's design documents include requirements and assignment of responsibilities for (i) safety precautions and programs and temporary Project facilities for common use of Contractor, trade Subcontractors and separate contractors, and (ii) site coordination and staging and storage areas for common use of Contractor, trade Subcontractors and separate contractors.
- (b) **Building Information Modeling (BIM).** BIM Services [] 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.
- (c) **Project Schedule.** Princeton University has established the projected completion date for the Project (see the Project Description (Part III)). During the preconstruction phase, Contractor shall recommend to Princeton University and the Architect/Engineer methods, techniques, systems, materials and strategies for meeting the projected completion date. Contractor shall prepare and submit a Project Schedule in compliance with Clause E1 and its subparts. Contractor shall monitor the development of design documents, including all Drawings and Specifications, in light of the Project Schedule, and monitor the availability of and delivery time for materials, building systems, equipment, and labor. If in the course of such activities, Contractor determines that a change in the availability or delivery time for any material, building system, equipment, or labor will significantly impact the then currently anticipated completion date for the Project, Contractor shall promptly inform Princeton University and the Architect/Engineer of such change (and the reasons for the change) and recommend measures to maintain the Project Schedule.
- (d) **Construction Budget.** The Construction Budget for the Project is \$XXX,XXX,XXX.XX, as more fully set forth in the Project Description (Part III). Note that the Construction Budget has been established using current year dollars (**Month, Year**) and that Princeton University will account for all escalation in its overall Project budget (and not in the Construction Budget). During the preconstruction phase, Contractor shall recommend (in writing when requested) to Princeton University and the Architect/Engineer methods, techniques, systems, materials, and "value engineering" ideas which will maximize cost savings to keep the GMP or Target Price for the Project within the Construction Budget. The Contractor shall monitor development of design documents prepared by the Architect/Engineer in light of the Construction Budget, and shall monitor material, building system, equipment and labor costs. If in the course of such activities, Contractor determines that material, building system, equipment or labor cost changes will significantly impact the then-currently anticipated cost for the Project (whether the GMP or Target Price), Contractor shall promptly inform Princeton University and the Architect/Engineer of such change (and the reasons for the change), and recommend measures to contain cost so that the Construction Budget is not exceeded.

(e) **Project Cost Control.**

(1) The Contractor shall prepare and update detailed Statements of Construction Cost of the Project based on design documents, Drawings and Specifications prepared by the Architect/Engineer, as set forth in this paragraph (e) and its subparts and paragraphs (g) and (h) below. Each Statement of Construction Cost prepared by the Contractor shall be in a CSI trade format, UniFormat, or other suitable format as agreed upon by Princeton University, the Architect/Engineer and the Contractor, to allow comparison.

(2) If, in the event that Princeton University determines in its sole discretion that the Contractor's Statement of Construction Cost (or the reconciled Statement of Construction Cost where the Architect/Engineer has retained a cost consultant to provide additional estimates of Statements of Construction Cost on behalf of the Architect/Engineer) is greater than the Construction Budget due to Contractor's estimating errors, lack of reasonable efforts to maximize Subcontractor competition, or other reasons within the control of the Contractor, the Contractor, if requested by Princeton University, shall provide continuing preconstruction services as described in this Article III, at no additional cost to Princeton University, until the Contractor (and the Architect/Engineer's cost consultant, if any) submits a revised Statement of Construction Cost that does not exceed the Construction Budget. In such cases, the Contractor shall also be responsible for reimbursing Princeton University for all of the Architect/Engineer's redesign and other associated costs. To the extent that Contractor is responsible for reimbursing Princeton University for all of the Architect/Engineer's redesign and other associated costs as provided herein, Princeton University may, but is not obligated to, withhold such funds to reimburse itself from amounts otherwise payable to Contractor under this Contract.

(3) The Contractor acknowledges that it is expected that the Construction Budget will not change throughout the duration of the Project, except to the extent that Princeton University makes changes to the Project Description for the Project on which the Construction Budget was based. If Princeton University proposes changes to the Project Description, the Contractor shall inform Princeton University of the cost implications to the Project. The Construction Budget may be modified only in a writing executed by Princeton University and may result in an adjustment to the Contractor's fixed Fee for construction of the Project where there has been a change to the Project Description. However, if Princeton University, without change to the Project Description, increases the Construction Budget, whether because the Construction Budget is exceeded by the lowest bona fide acceptable Contractor bid(s) or negotiated proposal(s), or for any other reasons in Princeton University's sole discretion, the Contractor's fixed Fee for construction shall be calculated on the original Construction Budget, even if such increase in the Construction Budget is also attributable to the Architect/Engineer's failure to design the Project within the Construction Budget.

(f) **Meetings.** The Contractor shall be available to attend all meetings. Progress meetings shall take place at least two (2) days per month for the duration of this Contract (not including meetings required to present and reconcile estimates of Statements of Construction Cost), unless the meeting schedule is defined more thoroughly in the Project Description (Part III).

(g) **Cost Reconciliation Services.** Cost reconciliation services are are not required. When required, Princeton University, the Contractor and the Architect/Engineer shall meet at the end of each design phase of the Project to review and discuss the scope of Work and the corresponding Contractor and Architect/Engineer cost estimates (Statements of Construction Cost) and reconcile any differences

between the respective estimates. The Contractor shall then issue a final, reconciled estimate which includes detailed minutes of any reconciliation meetings, as well as detailed narrative of the rationale for any remaining differences. The Contractor shall clearly identify and track items of added scope at each phase of design and cost estimate.

(h) **Multiple Estimates of the Statement of Construction Cost and GMP/CPFF Proposals.** The Contractor shall prepare and submit a Statement of Construction Cost (which shall be its current GMP and/or CPFF Proposal) with all information and detail as required herein below and elsewhere in this Contract within ten (10) days after the Architect/Engineer’s completion of the design documents for each phase indicated below (or within such other reasonable period of time as agreed to by the Contractor, the Architect/Engineer and Princeton University) as follows:

- Concept Design Phase Estimate Statement of Construction Cost;**
- Schematic Design Phase Estimate Statement of Construction Cost;**
- Design Development Phase Estimate Statement of Construction Cost;**
- 50% Construction Documents Phase Estimate Statement of Construction Cost;**
- a Final Estimate Statement of Construction Cost - GMP/CPFF Proposal (based on 85% construction documents but which covers 100% of the intended scope of the full Work of the Project).**

In the preparation of each Statement of Construction Cost (GMP/CPFF Proposal), Contractor shall, among other things: thoroughly review all available documentation, including Princeton University’s general standards; make detailed take-offs and price the Work; consult with qualified Subcontractors as required (without cost unless authorized by Princeton University); and visit the site and refer to its experience on similar projects. Each Statement of Construction Cost shall additionally include the following:

- (1) If applicable, a comparative summary with the previous Statement of Construction Cost, along with detailed rationale for any changes.
 - (2) List of allowances (and the basis for each allowance).
 - (3) List of alternates with the corresponding decision dates.
 - (4) Assumptions, clarifications and exclusions. Contractor shall submit clarifications of the scope of Work which will allow Princeton University and Architect/Engineer to clearly understand the scope of the Statement of Construction Cost. These clarifications will address each line item of the estimate as to inclusions, exclusions, variation from the design documents, Drawings and Specifications, etc.
 - (5) Listing of all applicable contract documents included in the Statement of Construction Cost (i.e., Drawings, Specifications, etc.).
 - (6) A Project Schedule which complies with Clause E1 of the General Terms & Conditions.
 - (7) A Site Logistics Plan.
- (i) Without imposing any obligation on Princeton University to enter into a construction contract with Contractor for the Project, the final **GMP/CPFF** Contract, if or when executed, shall reflect the following, unless otherwise agreed to by Princeton University:

Contractor’s Total Fee..... **TBD%**

General Conditions Costs shall not exceed \$X,XXX,XXX.XX

Fee-Bearing Change Order Threshold..... \$X,XXX,XXX.XX

Fee applied to Change Orders above threshold TBD%

Fee reduction applied to Change Orders below threshold TBD%

Contractor’s agreement with Princeton University’s form of **GMP/CPFF** Contract terms and conditions in their entiretyYes

Methodology for Charging Vacation and Holidays: **The Parties have agreed that vacation and holidays will be charged as follows: [insert appropriate language].**

(j) **Market Strategy/Supplier Diversity.** The Contractor shall structure an appropriate market strategy and subcontracting plan that will maximize competition, including maximizing opportunities for participation by diverse suppliers, for all major elements of the work. 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 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. As a part of these efforts, starting with the Design Development Phase estimate and updating with each subsequent phase estimate, the Contractor shall develop and submit --

(1) Recommendations regarding the division of the Work in the plans and specifications into optimum bidding packages. Include any “Early Work” as defined in paragraph (k) below.

(2) A list of Subcontractors/bidders qualified to bid on and perform each scope of Work for Princeton University’s review, comment, and approval. The Contractor shall refer to the additional subcontracting and solicitation procedures and requirements set forth in the clause entitled *Subcontracts and Other Agreements* (GMP Clause L1 or CPFF Clause M1) of the General Terms & Conditions.

(3) A draft Supplier Diversity Subcontracting Plan (SDSP) that includes:

- (i) 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;
- (ii) 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;
- (iii) A description of the method used to develop the subcontracting planned dollar amounts;
- (iv) A description of the method used to identify potential sources for solicitation purposes;
- (v) The name of the individual who will administer the subcontracting program, and a description of the duties of the individual;
- (vi) 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;

- (vii) Assurances that the Contractor will include language substantially the same as this language in all Subcontracts in excess of \$500,000 that offer further subcontracting opportunities;
- (viii) Assurances that the Reporting Requirements as set forth in the GMP/CPFF Contract Article X, paragraph (e) will be complied with and information submitted in the required intervals so that Princeton University can determine the extent of compliance with the SDSP; and,
- (ix) 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.

(4) With the final estimate of Statement of Construction Cost (GMP/CPFF Proposal), the Contractor shall submit a final version of the SDSP, which will become part of the GMP/CPFF Contract, subject to Article IV – Construction Services Contract Intent.

(k) **Early Work Procurement.** In addition to any Work that may be authorized by Princeton University under paragraph (l) below which shall be performed pursuant to the terms thereof, if necessary and only with Princeton University's prior written approval pursuant to a Letter Contract (as defined herein below), the Contractor may be required to begin certain Work of the Project prior to the execution of any GMP/CPFF Contract ("Early Work"). Performance of such Early Work by the Contractor shall be subject to all requirements set forth in the Contract Documents, including without limitation the requirements of paragraph (j) above and the Drawings and Specifications and as otherwise provided in any such Letter Contract. The actual cost of any Early Work shall remain a part of and included in the various estimates of Statement of Construction Cost, including the final GMP/CPFF Proposal. As part of this effort, if necessary and only with Princeton University's prior written approval, the Contractor shall as part of its services under this Contract:

- (1) Define the scope for any potential Early Work and develop an optimum bid package that will allow for competitive procurement of the Early Work while minimizing contingencies for unknowns.
- (2) Develop a pre-bid conference program to encourage bidder interest and to maximize competition and opportunities for participation by diverse suppliers pursuant to paragraph (j) above. Develop the list of potential bidders for the Early Work and submit for Princeton University's review, comment, and approval.
- (3) Solicit, receive, and thoroughly analyze all bids. Summarize the bids and submit the key parameters establishing the criteria for selection together with the Contractor's award recommendation to Princeton University and its designated design professionals for approval.

In its sole discretion, Princeton University will issue a separate "Letter Contract" for the performance of the Early Work and Contractor shall not enter into any Subcontracts or material or equipment purchases or rentals or otherwise perform any Early Work without a fully executed Letter Contract, which will ultimately, if or when a GMP/CPFF Contract is agreed to by Princeton University in its discretion, be encompassed into and superseded by such GMP/CPFF Contract upon full execution and delivery thereof. The Early Work will not form a part of this Contract but shall be subject to the terms and conditions of the form of GMP/CPFF Contract which will be incorporated by reference into the Letter Contract.

(l) **Mockups, Probes, and Selective Demolition.** If required to assist Princeton University and the Architect/Engineer in the development of design documents, the Contractor shall construct mockups, make probes, and perform selective demolition and other similar services. These services and Work shall be incorporated into the Contract via Change Order and only the actual construction costs at the site shall be reimbursed. Performance of such services and Work by the Contractor shall be subject to all requirements set forth in the Contract Documents.

(m) **Permits.** In addition to securing any permits for which Contractor is responsible, Contractor shall assist Princeton University with securing all permits for the Project that are the responsibility of Princeton University to obtain.

(n) **Other.** The Contractor shall consult with and advise Princeton University regarding insurance, construction safety, Equal Opportunity policies and public agency requirements as such matters may relate to the Project.

ARTICLE IV – CONSTRUCTION SERVICES CONTRACT INTENT

Without creating any obligation, it is Princeton University’s intention to enter into a **GMP/CPFF** Contract with Contractor upon the successful completion of preconstruction services under this Contract; however, Princeton University reserves the right to solicit competitive estimates, bids or proposals from others at any time during the preconstruction phase. Notwithstanding the preceding or anything in this Contract to the contrary, and regardless of any communications or negotiations with regard to a **GMP/CPFF** Contract whereby it is intended that Contractor will serve as the Contractor for the completion of the Project, it is expressly agreed that Princeton University shall not be required to negotiate or enter into any **GMP/CPFF** Contract or any contract with Contractor in Princeton University’s sole discretion for any reason whatsoever or no reason at all, and, should Princeton University fail or refuse to negotiate or otherwise fail or refuse to ultimately enter into such **GMP/CPFF** Contract or any contract with Contractor, Contractor shall be entitled to no compensation, damages, costs or expenses of any kind or nature whatsoever, and Contractor expressly waives any Claims for such, and agrees that its only compensation and Princeton University’s sole liability shall only be as provided in this Contract and any separate Letter Contract(s) related to this Project entered into between Princeton University and Contractor.

ARTICLE V – AMOUNT OF CONTRACT

The Contractor agrees to perform all of the Work described in Article III for the fixed-price of **\$TBD**.

ARTICLE VI – TIME OF PERFORMANCE

The Work to be performed under this Contract shall commence no later than **Month DD, YYYY** and shall be completed by **Month DD, YYYY**. The following tentative milestone schedule applies:

Milestone/Event	Date
Schematic Design Phase – Cost Estimate Complete/Reconciled	Click here to enter a date.
Design Development Phase – Cost Estimate Complete/Reconciled	Click here to enter a date.
50% Construction Documents– Cost Estimate Complete/Reconciled	Click here to enter a date.
85% Construction Documents– GMP Estimate Complete/Reconciled	Click here to enter a date.
100% Construction Documents Complete	Click here to enter a date.
GMP Agreement	Click here to enter a date.
Start Construction	Click here to enter a date.

ARTICLE VII – 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
 Name, Title
 Name, Title

ARTICLE VIII – PAYMENTS

(a) Payment of the fixed price amount set forth in Article V will be made in accordance with the milestone payment schedule set forth below. Payments will be made only for completed milestones/events and/or work that has been accepted by Princeton University.

Milestone/Event	Payment Amount
Schematic Design Phase – Cost Estimate Complete/Reconciled	
Design Development Phase – Cost Estimate Complete/Reconciled	
50% Construction Documents– Cost Estimate Complete/Reconciled	
85% Construction Documents– GMP Estimate Complete/Reconciled	
100% Construction Documents Complete	
GMP Agreement	
Start Construction	

(b) The Contractor shall submit invoices (or “Applications for Payment”) in accordance with the milestone payment schedule. Invoices shall contain sufficient detail and supporting documentation as required by Clause I1 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 Contract value as set forth in Article V. 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 IX – 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 Project and administrative representatives (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 to this Contract, shall only be binding upon Princeton University when such change or action is specifically authorized in writing in advance by one of the Princeton University Representatives listed above and otherwise in conformance with all terms of the Contract Documents. Therefore, any Work or services or change of Work or services or other action 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 X – INSURANCE

(a) Prior to beginning any services or 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 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 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 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 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	Convergent 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) 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 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:

<p>ON BEHALF OF FIRM NAME</p> <p>BY: _____</p> <p>PRINTED: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>		<p>ON BEHALF OF THE TRUSTEES OF PRINCETON UNIVERSITY</p> <p>BY: _____</p> <p>PRINTED: <u>KyuJung Whang</u></p> <p>TITLE: <u>Vice President for Facilities</u></p> <p>DATE: _____</p>
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Princeton University-Contract Funding Summary

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

CONTRACT NUMBER FC100#####
PRECONSTRUCTION SERVICES 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#####
PRECONSTRUCTION SERVICES FOR
PROJECT TITLE

PART III

PROJECT DESCRIPTION