



PRINCETON UNIVERSITY

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

PROFESSIONAL SERVICES CONTRACT

FC100#####

WITH

FIRM NAME

FOR

PROJECT/SERVICE TITLE

CONTRACT NUMBER FC100#####

PROJECT/SERVICE TITLE

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PART II SCOPE OF PROFESSIONAL SERVICES

PART I AGREEMENT

PROJECT/SERVICES	EFFECTIVE DATE OF CONTRACT
Project/Service Title	Month DD, YYYY
THE TRUSTEES OF PRINCETON UNIVERSITY	PROFESSIONAL SERVICES CONSULTANT
Princeton University Facilities Procurement Office E. A. MacMillan Building Princeton, NJ 08544	Firm Name Address, City, State, Zip

This Professional Services Contract (the “Contract”) for **Project/Service Title** (the “Services”) 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 “Professional Services Consultant”), organized and existing under the laws of the **State or Commonwealth of [State]** and fully licensed and authorized to provide the required services under New Jersey law, with its principal offices located at the address shown above.

WITNESSETH

WHEREAS, Princeton University desires that the Professional Services Consultant furnish professional services more fully described in the documents comprising this Contract; and

WHEREAS, the Professional Services Consultant represents that it is willing and able to provide these services and that it has the necessary skills and abilities to perform in accordance with the terms and conditions set forth herein; and

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 Professional Services Consultant do mutually agree as follows (each of Princeton University and Professional Services Consultant 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 Amendments 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.

(1) **This Agreement (Part I).**

- Supplier Diversity Subcontracting Plan dated MM/DD/YYYY (if applicable – see Article VI(d)(2)).

- Attachment # – Questions and Answers in response to Princeton University’s Request for Proposal **FPO-XX-XXXA**, dated **[INPUT]**, and if not attached hereto deemed incorporated herein by reference as Attachment #. (**#INPUT** pages)
- Attachment # – Professional Services Consultant’s proposal dated **[INPUT]**, or portions thereof, only to the extent as attached as Attachment # (the “Proposal”). (**#INPUT** pages)
- **[INPUT - other Attachments, if any].**

(2) Project Description, including the following documents (Part II):

- Princeton University Project Description entitled Project Description dated MM/DD/YYYY

(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) to the extent provided above are intended to amplify Professional Services Consultant’s Basic Services and obligations under this Contract and shall not be interpreted to limit Professional Services Consultant’s Basic Services and obligations in any manner whatsoever. Accordingly, to the extent that some Basic Services and/or obligations in any attachments are repeated in the Contract Documents and others are not, such omission is not intended to and shall not limit Professional Services Consultant’s Basic Services and/or 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 and services as applied to the Professional Services Consultant 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. The Contract Documents may be changed, modified, or amended only by a written Amendment 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 Basic Services by the Professional Services Consultant. Since the Contract Documents are complementary, what is required by one shall be binding as if required by all. 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 Professional Services Consultant’s Basic Services. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Professional Services Consultant shall provide the better quality or greater quantity of services or comply with the more stringent requirement or stricter obligations.

ARTICLE II – DEFINITIONS

The following definitions are applicable to this Contract:

- (a) The term “**Additional Services**” means those services as further described in Article IX, which may be performed by the Professional Services Consultant as part of the Contract and for which Professional Services Consultant may be compensated in addition to the NTE Price or its components only as provided by Article IX, Article XVIII(k), and other applicable terms of the Contract.
- (b) The term “**Amendment**” means a change to the provisions of this Contract and/or authorization of Additional Services compensation by means of a written instrument approved and produced and signed by Princeton University, as more fully defined in Article XVIII(k).
- (c) The term “**Basic Services**” means those services as more fully described in the Agreement and the Contract Documents, which are to be performed by or on behalf of the Professional Services Consultant including services performed by the Professional Services Consultant and Subconsultants engaged by the Professional Services Consultant, all of which shall be performed within the NTE Price.
- (d) The term “**Contract**” means the contract between Princeton University and the Professional Services Consultant, as provided in Article I.
- (e) The term “**Hourly Expenses NTE Amount**” means the not-to-exceed (NTE) limit on the Professional Services Consultant’s compensation for Hourly Expenses incurred in the performance of Basic Services under the Contract. The Hourly Expenses NTE Amount includes compensation for any Subconsultants, but does not include compensation for Reimbursable Expenses.
- (f) The term “**Key Personnel**” means the essential personnel of the Professional Services Consultant and its Subconsultants as more fully described in Article IV of the Agreement.
- (g) The term “**NTE Price**” means the maximum compensation to the Professional Services Consultant for Basic Services, which is comprised of the Hourly Expenses NTE Amount and the Reimbursable Expenses NTE Amount. The acronym NTE stands for “not-to-exceed”.
- (h) The term “**Princeton University**” means The Trustees of Princeton University, the owner of the Project, acting through its Princeton University Representatives.
- (i) The term “**Princeton University Representative(s)**” means the Project Manager and the Administrative Representative of Princeton University authorized to bind Princeton University under the Contract.
- (j) The term “**Professional Services Consultant**” aggregately includes all subconsultants or other individuals or entities in the employ of and/or engaged by the Professional Services Consultant in the performance of its Basic Services under this Contract, without creating any employment or contractual relationship between Princeton University and such individuals and/or entities with the express understanding that this Contract is only between Princeton University and Professional Services Consultant.
- (k) The term “**Reimbursable Expenses**” means those permitted expenses incurred by the Professional Services Consultant and its Subconsultants in the performance of Basic Services, as more fully described in Article IX(b) of the Agreement.
- (l) The term “**Reimbursable Expenses NTE Amount**” means the not-to-exceed limit on the Professional Services Consultant’s compensation for Reimbursable Expenses incurred in the performance of Basic Services under the Contract.
- (m) The term “**Subconsultant**” means a person or entity who or which performs and/or supplies a portion of the Services pursuant to a contract or subcontract with the Professional Services Consultant or Subconsultant (e.g., the term refers to a Subconsultant of any tier).

ARTICLE III - DESIGNATED REPRESENTATIVES

(a) The Professional Services Consultant’s designated representatives for this Contract and the Project are:

- PSC Principal Name - Principal in Charge
- PSC PM Name - Project Manager

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

- PM Name - Project Manager
- CA Name - Administrative Representative

(c) Notwithstanding any communication or direction from any Princeton University Representatives or others, any agreements made by and/or actions by either party that, by their nature, would effect a change to any Basic Services required under this Contract or would be an Amendment to the Contract, shall only be binding upon Princeton University when such change, agreement, or action is specifically authorized in writing in an Amendment issued, approved, and signed by Princeton University and otherwise in conformance with all terms of the Contract Documents. Therefore, any change of Basic Services or otherwise any other change undertaken by the Professional Services Consultant without an Amendment signed by Princeton University, subject to all other applicable terms of the Contract, is at the Professional Services Consultant’s own risk.

ARTICLE IV - KEY PERSONNEL

(a) **Professional Services Consultant’s Key Personnel.** The Key Personnel of the Professional Services Consultant specified below, if any, are considered to be essential to the Basic Services being performed hereunder:

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

(b) **Change in Key Personnel.** Prior to reassigning any of the specified Key Personnel to other projects, the Professional Services Consultant shall notify Princeton University reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the Project. This Contract may be amended from time to time during the course of the Contract to either add or delete Key Personnel, as appropriate. Any change to the Key Personnel listed above is subject to Princeton University’s prior written approval in its sole discretion other than an instance where said Key Personnel has resigned or been terminated for cause, and any such change made without the prior written approval of Princeton University may be considered a material breach of the Contract. To assist Princeton University in making an evaluation as to particular substitute Key Personnel, Professional Services Consultant shall provide Princeton University with biographical information (including references) as to said employee and will afford Princeton University an opportunity to interview the proposed replacement so as to enable Princeton University to make an informed decision.

(c) **Subconsultants.** Any subconsultants to be engaged by the Professional Services Consultant to perform the Basic Services shall be specified by name and specialization.

(d) **Professional Services Consultant 's Responsibility Regarding Subconsultants.** The Professional Services Consultant represents that, subject to its Professional Standard: (i) Professional Services Consultant has made thorough investigations of all subconsultants to assure that each subconsultant possesses the skill, knowledge and experience qualifying it to perform those aspects of the Project to be

performed by it at a standard for projects of comparable complexity and pursuant to the Professional Standard; and (ii) each Subconsultant can perform without delay the required Basic Services in its areas of expertise at a cost which is reasonable and is within the allowances for such cost which have been taken into account by Professional Services Consultant in agreeing to the compensation provided for in this Contract.

(e) **Princeton University Approval of Subconsultants.** All subconsultants proposed by the Professional Services Consultant shall be subject to the review and approval of Princeton University in advance, which approval shall not be unreasonably withheld and is subject to the qualifications herein. Nothing in this paragraph shall relieve the Professional Services Consultant of its sole and prime responsibility for the performance of the Basic Services, including all performance by subconsultants. Any approval by Princeton University of any subconsultant: (i) is subject to all of the Professional Services Consultant's obligations and representations in this Contract in all regards, including, without limitation, those in paragraph (d) directly above; (ii) shall not act as any kind of approval of the subconsultant's agreement/contract with the Professional Services Consultant; (iii) shall not prejudice Princeton University in any regard; and (iv) shall not act as any waiver by Princeton University of any of the Professional Services Consultant's obligations or any of Princeton University's rights, remedies, Claims (as defined in Article XVII(a)) and/or other claims or defenses under this Contract.

(f) **Substitution of Subconsultants.** No substitution of subconsultants from those listed in this Contract, no alteration of the category of Basic Services for particular subconsultants identified in this Contract, and no use of additional subconsultants shall be made without prior written approval of Princeton University, which shall not be unreasonably withheld. Requests for approval must include a clear description of the Basic Services to be performed and the capability of the proposed subconsultant. Notwithstanding anything in this paragraph (g) to the contrary, any alteration of the area of services for a particular subconsultant identified in this Contract and/or any use of additional subconsultants from those identified in this Contract shall not result in an increase in the Fixed Price or the NTE Price unless as part of an appropriately authorized Amendment for Additional Services pursuant and subject to all other applicable provisions of this Contract.

(g) **No Limitation of Liability for Subconsultants.** The Professional Services Consultant shall not extend any limitation of liability to any subconsultants without the prior, express, written permission of Princeton University in its sole discretion, and with the express understanding that the Professional Services Consultant has entered into this Contract without any expectation whatsoever that Princeton University may consider any such limitation of liability.

(h) **Termination or Suspension of Subconsultant Agreements.** Princeton University reserves the right to require the Professional Services Consultant to terminate contracts or agreements with any retained subconsultants by for performance of Basic Services under this Contract. Any compensation for which Princeton University may be liable as a result of such termination shall be limited to amounts as described in Article XV. In the event of any suspension or termination of any subconsultant contracts or agreements by Professional Services Consultant, whether or not required by Princeton University, Professional Services Consultant will ensure prompt delivery of all records, documents, working papers, calculations, computer programs, data, Drawings/drawings, plans, Specifications/specifications and all other work product, and all equipment, materials, items or objects acquired or created or produced by the subconsultant pertaining to any Basic Services or Additional Services performed under this Contract through the time of suspension or termination.

ARTICLE V - PRINCETON UNIVERSITY'S RESPONSIBILITIES

- (a) **Project Requirements.** Prior to execution of this Contract, Princeton University has provided to the Professional Services Consultant the Project Description, which comprises Part II of the Contract, and which sets forth a description of Princeton University's objectives, constraints, and criteria for the Project. Throughout the term of the Contract, Princeton University shall consult with the Professional Services Consultant and provide in a timely manner such additional information as may be reasonably necessary for the Professional Services Consultant to perform Professional Services Consultant's Basic Services under this Contract.
- (b) **Review and Approval of Documents; Responsiveness.** The Princeton University Representative shall examine the documents submitted by the Professional Services Consultant and shall render decisions that pertain thereto promptly to avoid unreasonable delay in the progress to the Professional Services Consultant's Basic Services.
- (c) **Documents.** Princeton University will provide access to and copies of all available documents related to the required services.
- (d) **Notice of Defects.** Notice shall be given by Princeton University to the Professional Services Consultant and by the Professional Services Consultant to Princeton University if either party becomes aware of any fault or defect in the Basic Services or nonconformance with the Contract Documents.

ARTICLE VI – PROFESSIONAL SERVICES CONSULTANT'S GENERAL RESPONSIBILITIES

- (a) **Project Administration Services.** The Professional Services Consultant shall provide all project administration services necessary to facilitate the orderly progress of the Project, including attending Project meetings, communicating with others as appropriate, monitoring progress and issuing progress reports to Princeton University, supervising Professional Services Consultant's in-house personnel, directing Professional Services Consultant's Subconsultants and coordinating and managing information flow and decision-making.
- (b) **Coordinated Services.** The Professional Services Consultant acknowledges that it is essential that all Basic Services in connection with the Project be coordinated, including services provided by Princeton University. The Professional Services Consultant shall coordinate the Basic Services of all its employees and Subconsultants for the Project. In addition, the Professional Services Consultant shall coordinate its Basic Services with services provided by Princeton University and Princeton University's consultants and/or in-house personnel.
- (c) **Princeton University-Furnished Information.** The Professional Services Consultant shall identify and notify Princeton University in writing of all information or documents required to be provided by Princeton University for the Project, and, if necessary, shall gather available documents from Princeton University's identified record storage location. The Professional Services Consultant shall assemble, review, and coordinate data furnished by Princeton University, to include Princeton University's construction contract agreements.
- (d) **Design Criteria, Laws, Codes, Regulations, Governmental Applications, and Approvals.**
- (1) The Professional Services Consultant shall identify and research all federal, state, county, local and Princeton University design criteria, statutes, laws, codes, regulations, ordinances, building and safety codes, lawful orders of public and quasi-public authorities and agencies and governments or governmental agencies or other authorities with jurisdiction over the design or Work of the Project, and standards applicable to the Project. If appropriate, and with Princeton University's approval, at times appropriate to the Project phase, the Professional

Services Consultant and/or its Subconsultants shall review the Project with authorities having jurisdiction and shall prepare necessary written and graphic explanatory materials, and appear on Princeton University's behalf at agency meetings. The Professional Services Consultant shall assist Princeton University in any coordination and review of the Project with any authorities having jurisdiction. All such visits shall be made with a representative from Princeton University. If required for the Project and authorized in writing by Princeton University, the Professional Services Consultant shall prepare applications, waivers, and/or other documents required to complete the design and document review processes. Professional Services Consultant shall, throughout all phases of the Project as necessary, assist Princeton University in connection with Princeton University's responsibility for filing any documents required for the approval of governmental authorities having jurisdiction over the Project.

(e) **Princeton University Design Standards.** Any basic services provided under this Contract shall comply with the Princeton University Facilities Design Standards Manual, Release 14.0 (July 2022) (the "Design Standards"). Notwithstanding the preceding, the Professional Services Consultant is obligated to review the Design Standards subject to Professional Services Consultant's Professional Standard and if the Professional Services Consultant judges any aspect of the Design Standards to be in conflict with a Project requirement or any of the statutes, laws, codes, rules, regulation and orders for which Professional Services Consultant shall provide basic services for the Project as provided in paragraph (d) above, or to be otherwise detrimental to the Project in any manner whatsoever, the Professional Services Consultant shall so notify the Princeton University Representative in writing, and abide by written direction from the Princeton University Representative; provided, however, that if in its professional judgment, the Professional Services Consultant believes that any such direction from the Princeton University Representative would violate any of the statutes, laws, codes, rules, regulation and orders for which Professional Services Consultant shall provide basic services for the Project as provided in paragraph (d) above or its Professional Standard, or is likely to result in additional cost or delay, the Professional Services Consultant shall so notify the Princeton University Representative in writing before proceeding. If the Professional Services Consultant deviates from the Design Standards without specific written authorization from Princeton University to do so, Princeton University may instruct the Professional Services Consultant to modify the documents as necessary, without additional compensation and no adjustment of the NTE Price or any of its components, to comply with the Design Standards.

(f) **Meetings.** The Professional Services Consultant shall schedule all meetings with Princeton University through Princeton University's Project Manager. The Professional Services Consultant shall prepare an agenda for and minutes of all meetings attended by the Professional Services Consultant, except for construction meetings for which the Contractor is assigned to keep the minutes, noting in sufficient detail: topics discussed; information presented and reviewed; decisions made; comments and observations; and "ACTION" items, which shall specifically identify individual responsible, tasks to be undertaken and the date anticipated for completion. The Professional Services Consultant shall distribute the minutes within one week of the documented meeting.

(g) **No Conflict of Interest.** Except with Princeton University's knowledge and consent, the Professional Services Consultant shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise the Professional Services Consultant's professional judgment with respect to this Project.

(h) **Confidential Information.** The Professional Services Consultant shall maintain the confidentiality of information designated as confidential by Princeton University, as well as any data and information that the Professional Services Consultant may derive from such confidential information, in strict confidence, and no less rigorously than it protects its own confidential data and information of a similar

nature, and shall not disclose any of such information to others, including its employees, except: (i) to the extent necessary to enable Professional Services Consultant to carry out its Work or to effectuate any term or provision of the Contract, including without limitation any mediation or litigation to enforce this Contract; (ii) disclosures to Professional Services Consultant's accountants, attorneys, financial advisors; and (iii) disclosures required by law, including without limitation in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction or any filings with governmental authorities, except that the Professional Services Consultant shall provide notice to Princeton University sufficiently in advance (but in no event less than five (5) business days) of the requested disclosure in order to permit Princeton University to seek a protective order, to the fullest extent such notice is lawful. This confidentiality obligation shall apply to confidential information provided by Princeton University prior to the execution of this Contract. Confidential information, including the copyright and all other intellectual property rights of the confidential information, provided by Princeton University is owned by Princeton University, and nothing in this Contract conveys any ownership rights to the Professional Services Consultant. Professional Services Consultant shall similarly obligate any and all persons and/or entities to whom such information is necessarily disclosed hereunder, including without limitation its Subconsultants, to maintain said information in strict confidence in conformance with the terms of this paragraph. Professional Services Consultant agrees to be liable for any breach of this confidentiality obligation by any of its Subconsultants or their respective employees or representatives. Professional Services Consultant also agrees that, in the event of any breach of this confidentiality obligation, Princeton University shall be entitled to equitable relief, including injunctive relief and specific performance, in addition to all other rights and remedies otherwise available. The rights and obligations of the parties under this paragraph shall survive any termination of the Contract. At Princeton University's request, Professional Services Consultant and any of its Subconsultants and their employees or agents shall execute Princeton University's standard form of nondisclosure agreement.

(i) **Building Access.** The Professional Services Consultant shall be responsible for the sign out, distribution, safe use and return of all building keys and/or access cards, and shall be responsible for all costs associated with failure to return these items (e.g., the cost to re-key/re-implement the system).

(j) **Supplier Diversity Subcontracting Requirements.** This subparagraph [] is [] is not applicable to this Contract.

(1) 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 Professional Services Consultant shall maximize opportunities for participation by diverse suppliers to ensure that minority-owned business enterprises (MBE's), LGBT-owned business enterprises (LGBTBE's), veteran-owned business enterprises (VBE's), and woman-owned business enterprises (WBE's) have an equitable opportunity to compete for subcontracts.

(2) If required pursuant to Article VI(j), a supplier diversity subcontracting plan (SDSP) is included in and made a part of this Contract.

(3) Unless otherwise indicated, the SDSP includes:

(i) A statement of the total dollars planned to be subcontracted to MBE's, LGBTBE's, VBE's and WBE'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, LGBTBE's, VBE's and WBE'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, LGBTBE's, VBE's and WBE's have an equitable opportunity to compete for Subcontracts;
- (vii) 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;
- (viii) Assurances that the information set forth in paragraph (4) below will be 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, LGBTBE's, VBE's and WBE's and to award Subcontracts to them.

(4) Reporting Requirements. Interim reports including the information listed below 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. Prior to final payment, a report including the information listed below shall be submitted to Princeton University Administrative Representative.

- (i) For each supplier diversity category included in the SDSP, total diverse Subcontract dollars planned, and total diverse Subcontract dollars actually spent;
- (ii) Total Contract dollars planned, total Contract dollars actually spent, and percentage of total diverse Subcontract dollars actually spent (vs. planned) for the reporting period, or the final figures if a final report;
- (iii) A summary of the primary reasons or rationale for any significant deviations from the planned dollar amounts set forth in the SDSP.

(5) Diverse spend cash flow. At Princeton University's discretion, when the SDSP is first submitted and with each June 15th report, a diverse spend cash flow projection spreadsheet shall be submitted to Princeton University's Administrative Representative. This spreadsheet shall include future monthly cash flow projections for the total project and cash flow projections with diverse subcontractors for the remaining duration of the Contract.

(6) Failure to fulfill the obligations under subparagraphs (4) and (5) 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 VII - BASIC SERVICES

Basic Services of the Professional Services Consultant shall include the services of all professional and technical disciplines needed to perform the services described in Article VI, this Article VII and elsewhere in the Agreement and other Contract Documents. These Basic Services shall be performed: (i) according to the professional skill and care ordinarily employed by competent professional services consultants on higher education institutional projects of the same or similar size, complexity and duration located in and about the Mid-Atlantic and Northeast United States (the "Professional Standard"); (ii) in compliance with all applicable federal, state, county and municipal laws, regulations, codes, ordinances and orders, including without limitation, building codes, fire codes, handicapped access laws, and other similar laws, regulations, codes ordinances and orders, whether issued by the United States of America, the State of New Jersey, the County of Mercer, Princeton, or any other authority having jurisdiction over the Project; (iii) in accordance with the Design Standards as provided in this Agreement; and (iv) diligently and in the best interests of Princeton University.

ARTICLE VIII - ADDITIONAL SERVICES BY PROFESSIONAL SERVICES CONSULTANT AND REDUCTION OF SERVICES

(a) **Additional Services.** In addition to the Professional Services Consultant's Basic Services, after execution of this Contract without invalidating the Contract, if required, Professional Services Consultant shall perform additional services beyond the scope of the Basic Services ("Additional Services"). Professional Services Consultant may be compensated for the performance of Additional Services in addition to the NTE Price or its components only if such Additional Services are required and/or performed through no fault of Professional Services Consultant and only upon strict compliance with and subject to the terms of this Article VIII, Article IX, Article XVIII(k), and other applicable terms of the Contract. So that Princeton University may investigate and mitigate any related impacts, as a condition precedent for Professional Services Consultant to make a Claim (as defined in Article XVII(a)) for or otherwise potentially be entitled to any compensation for the performance of Additional Services in addition to the NTE Price or its components, before performing any Additional Services, the Professional Services Consultant shall provide written notice to Princeton University of such, along with the fixed or not-to-exceed costs for performing such services and may only be compensated as set forth in this Article VIII, Article IX, and Article XVIII(k) of the Agreement as agreed to by Princeton University in writing. If the parties disagree in good-faith whether a service is a Basic Service or an Additional Service, and Princeton University directs the Professional Services Consultant to proceed with the service as part of its Basic Services, Professional Services Consultant shall proceed with the services as such, subject to resolution pursuant and subject to the provisions of Article XVII and any other relevant terms of this Agreement ("PSC Disputed Additional Service"). If Professional Services Consultant performs Additional Services without providing advance written notice to Princeton University along with the other information as required herein, Professional Services Consultant acknowledges that it does so at its own risk and shall not be entitled to make any Claim (as defined in Article XVII(a)) or otherwise potentially be entitled to any payment or compensation or damages or other relief for such Additional Services (whether or not said services are identified in this Agreement as Additional Services) and such services shall instead be deemed provided as Basic Services (and included within such defined term) and compensated as such with no change to the NTE Price or its components. Princeton University is under no obligation to pay Professional Services Consultant for any Additional Services unless or until the parties execute an appropriate Amendment to this Agreement for such. If or once accepted and agreed in a writing signed by Princeton University as an Amendment to the Contract for Additional Services, Additional Services provided by Professional Services Consultant shall be subject to all relevant terms and conditions in this Agreement and the Contract Documents pertaining to Basic Services as only modified by such Contract Amendment.

(b) Without limitation to paragraph (a) and notwithstanding anything to the contrary expressed elsewhere in this Contract, no professional services by or through Professional Services Consultant made necessary by or resulting from or relating to, in whole or in part, any fault of or negligent act or error or omission of, or breach of any obligation or term of the this Contract by, the Professional Services Consultant under this Contract, shall be compensated as an Additional Service under the Contract.

(c) **Reduction in Services.** In addition, if, at any time during the term of this Contract, Princeton University should request the Professional Services Consultant to reduce the scope of Basic Services originally agreed upon under this Contract, the Professional Services Consultant shall then reduce said scope of Basic Services, as requested, and the NTE Price and the components thereof shall be reduced by a fair and equitable amount.

ARTICLE IX – COMPENSATION

(a) **Basic Services Compensation.** The Professional Services Consultant agrees to perform all of its Basic Services, including the services described in Articles VI and VII, for the NTE Price of **\$TBD (TBD Dollars)**, which is comprised of the Hourly Expenses NTE Amount and Reimbursable Expenses NTE Amount. The NTE Price is the maximum compensation Professional Services Consultant will receive for Basic Services unless otherwise agreed in writing by Princeton University pursuant and subject to the terms of this Contract.

(1) **Hourly Expenses NTE Amount.** In full compensation for the Professional Services Consultant’s Basic Services, including without limitation, full compensation for all Subconsultants (but excluding compensation for Reimbursable Expenses), Princeton University shall pay to Professional Services Consultant the actual permitted labor expenses incurred by the Professional Services Consultant using the following hourly billing rates which in the aggregate shall not exceed the total ceiling amount of **\$Fixed Fee** for Hourly Expenses:

<u>Individual/Title/Labor Category</u>	<u>Hourly Rate</u>
_____	_____
_____	_____
_____	_____

(2) **Reimbursable Expenses NTE Amount.** As full compensation for Professional Services Consultant’s Reimbursable Expenses, Princeton University shall pay to Professional Services Consultant the actual expenses incurred by Professional Services Consultant and its Subconsultants that are allowable in accordance with the guidelines set forth in paragraph (b) below. Expenses shall be reimbursed at cost and with no markup and, in the aggregate, shall not exceed the total not-to-exceed amount of **\$Reimbursables** for Reimbursable Expenses. If at any time the Professional Services Consultant has reason to believe that the expenses to be incurred for Reimbursable Expenses in performing this Contract in the next succeeding thirty (30) days, if added to all other payments and costs previously accrued, will exceed eighty-five percent (85%) of the not-to-exceed price for Reimbursable Expenses, the Professional Services Consultant shall notify Princeton University giving a revised estimate of total Reimbursable Expenses along with supporting reasons and documentation.

(b) **Reimbursable Expenses.** The Professional Services Consultant will be reimbursed for actual expenses in accordance with the guidelines listed below. These guidelines shall apply to all expenses incurred specifically for the Project for which reimbursement is sought under this Contract whether incurred directly by the Professional Services Consultant or by its Subconsultants. Only direct costs that are wholly attributable to the Project shall be allowed. Indirect, prorated, proportional or other shared

or estimated expenses shall not be allowed as reimbursable expenses. Deviations from these guidelines shall be allowable only with prior written approval from Princeton University.

- (1) Expenses for transportation and living when traveling in connection with the Project as approved by Princeton University are allowable subject to the following constraints:
 - (i) Transportation and living expenses for travel within a forty (40) mile radius of Princeton University shall not be allowable.
 - (ii) "First Class" expenses shall not be allowable. Examples of "First Class" expenses include limousines, chauffeured cars, luxury car rentals, private jets, first class airfare, business class airfare on domestic flights, and any other form of luxury travel. Expenses for the following forms of transportation are considered allowable: public transportation, economy/standard car rental, coach/economy airfare, business class airfare on international flights, and other reasonable forms of transportation.
 - (iii) Mileage reimbursement for use of personal vehicles shall be allowable at the standard mileage rate for business set by the IRS at the time of travel.
 - (iv) Allowable points of travel shall be between Princeton University and the Professional Services Consultant's office location(s). If Princeton University is the first or last stop of the day, travel between the University and an employee's home shall be allowable. Travel to Consultants' office locations on behalf of Princeton University shall be allowable when this project is clearly identified as the sole purpose of the meeting. An agenda for the meeting shall be submitted with the invoice for reimbursement. Travel between an employee's home and normal office location shall not be allowable.
 - (v) Meals. Those meals purchased while travelling to or working at Princeton University during normal business hours (typically lunch) shall be allowable. Meals, beverages, or snacks purchased in the Professional Services Consultant's home city while not travelling to or from Princeton University shall not be allowable.
 - (vi) Hotels. When required, accommodations at the standard single room rate shall be allowable. In-room charges such as movies, mini-bar, water, and snacks shall not be allowable.
- (2) Expenses for production or reproduction of drawings, specifications, calculations, cost estimates, program analyses, photographs, renderings, plottings, shop drawings, or similar instruments required as described in Articles VI and VII are allowable.
- (3) Expenses for printing or copying Construction Documents in quantities suitable for bidding provided the cost is obtained by competitive pricing of outside services are allowable.
- (4) Expenses for postage, parcel delivery services (UPS or similar carriers), long distance telephone calls, facsimile (fax) transmissions, special deliveries, and couriers or other hired delivery services are allowable.
- (5) Expenses for fees paid for securing approval of governmental review agencies and authorities if approved in advance by Princeton University are allowable. Reproduction expenses for the initial sets of drawings, specifications, calculations and reports for submittal to such

agencies (i.e., the Division of Community Affairs, designated plan checking firm, etc.) for plan checking shall be reimbursable.

(c) **Additional Services and Adjustments to the NTE Price.** For Additional Services that are properly compensable pursuant and subject to the terms of Article VIII, Article XVIII(k), and other applicable terms of the Contract, Princeton University will, upon its written agreement thereto, compensate Professional Services Consultant on an hourly basis, as set forth in Article IX(a)(1), up to a negotiated maximum fee, or via a negotiated fixed fee if the scope of services can reasonably be determined in advance.

(1) If Princeton University requests that Professional Services Consultant perform any services in connection with the Project that Professional Services Consultant believes are not included within its Basic Services, Professional Services Consultant shall, in connection with Article VIII, promptly so inform Princeton University in writing and shall provide a fixed or not-to-exceed cost to Princeton University for providing such services. Professional Services Consultant shall not proceed with the additional services until it receives an express written authorization executed by Princeton University (i.e., an Amendment to the Contract). However, if Princeton University, in good faith, concludes that the services in question are Basic Services and directs the Professional Services Consultant to proceed (i.e., a PSC Disputed Additional Service), Professional Services Consultant shall proceed without delay. Failure to so proceed shall constitute a material breach of this Contract; provided, however, that by so proceeding the Professional Services Consultant does not waive any Claim that it may appropriately have related to such services pursuant and subject to all applicable terms of the Contract.

(2) Notwithstanding anything elsewhere in the Contract to the contrary, in no event will the Professional Services Consultant be entitled to any increase in the NTE Price or any of its components, or any compensation for Additional Services, under this paragraph (c) unless the circumstances giving rise to any Claim for additional compensation necessitate the preparation of additional sketches, drawings, or other documents, or the making of substantial changes in any document which has already been approved by Princeton University or upon which substantial work/services has already been performed, or other substantial work/services by the Professional Services Consultant.

ARTICLE X – PAYMENTS

(a) All amounts invoiced and paid under this Contract shall be in U.S. Dollars (\$) and are not subject to currency fluctuation.

(b) Professional Services Consultant shall prepare and submit monthly invoices to request payments under this Contract. Invoices shall be typed or computer-generated and include the following minimum information: FPO Contract Number **FC100#####**; Professional Services Consultant'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. The Professional Services Consultant 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) Monthly invoices shall include amounts for Basic Services and Additional Services compensation per Article IX in accordance with the following:

(1) **Hourly Expenses.** Monthly invoices shall include details supporting the hourly expenses being billed for Basic Services performed during the billing month. Supporting details shall include at a minimum: names of the individuals and/or labor categories, the number of hours worked by

each, and the applicable hourly rates. Billing shall be in accordance with the Hourly Rate Schedule set forth in Article IX(a)(1) above. In no event will amounts be paid that are in excess of the total Hourly Expenses NTE Amount as set forth in Article IX(a)(1).

(2) **Reimbursable Expenses.** Professional Services Consultant shall include actual amounts incurred during the billing month for Reimbursable Expenses and shall submit receipts, expense reports, and other detailed documentation to substantiate each item of allowable reimbursable expense included on the invoice. Princeton University reserves the right to deduct amounts that are determined to be unallowable in accordance with Article IX(b). In no event will amounts be paid that are in excess of the total Reimbursable Expenses NTE Amount as set forth in Article IX(a)(2).

(d) Payments will be made to the Professional Services Consultant within 30 days after receipt by the Princeton University Administrative Representative and Project Manager of each invoice that is submitted in proper form and substance. Release of payments will be conditioned upon review and approval of the invoice by Princeton University’s Administrative Representative and Project Manager designated in Article III(b).

(e) Prior to final payment to the Professional Services Consultant, the Professional Services Consultant shall furnish evidence satisfactory to Princeton University that there are no Claims (as defined in Article XVII(a)) and/or other claims, obligations or liens outstanding in connection with its Basic Services. Acceptance of final payment shall constitute a waiver of any and all Claims (as defined in Article XVII(a)) or potential Claims by the Professional Services Consultant, including, without limitation, those for compensation for its Basic Services and/or Additional Services.

(f) Notwithstanding the foregoing provisions, Princeton University shall not be obligated to make any payment to Professional Services Consultant hereunder if any one or more of the following conditions exists:

- (1) Professional Services Consultant is in default of any of its obligations hereunder;
- (2) Professional Services Consultant has failed to make payments promptly to Professional Services Consultant’s Subconsultants; and/or
- (3) Princeton University has offsets or backcharges that reduce or eliminate any amounts otherwise due to Professional Services Consultant.

ARTICLE XI - TIME OF PERFORMANCE

Time is of the essence of the Contract. The Professional Services Consultant shall perform its Basic Services under the Contract in accordance with the schedule set forth below:

January 1, 20## to December 31, 20##

ARTICLE XII - INSURANCE AND INDEMNIFICATION

(a) **Insurance.** Prior to beginning any of the Basic Services on the Project or at the time of execution of this Contract, whichever occurs first, the Professional Services Consultant shall establish, maintain and keep in force policies for minimum insurance coverage as set forth below:

- (1) **Workers Compensation (WC)** Statutory Minimum*
- (2) **Employer’s Liability (EL)** \$500,000 Minimum*

***WC and EL are not required if Professional Services Consultant is a solo independent contractor.**

(3) **General Liability (GL):** Commercial General Liability including Contractual, Premises Operations, Products and Completed Operations, Independent Contractors/Vendors and Personal Injury, Bodily Injury and Property Damage.

Each Occurrence \$2,000,000 Minimum
Aggregate..... \$2,000,000 Minimum

(4) **Automobile Liability (AL):** Automobile Liability insurance is required only when use of a vehicle is integral to the performance of the Contract or Project.

Bodily Injury and Property Damage..... \$1,000,000 Minimum

(5) **Professional Liability (PL):** Professional Services Consultants who are required to maintain professional licenses in order to practice in their profession shall maintain Professional Liability Insurance coverage as follows:

Per Claim Select applicable coverage limit...
General Aggregate Select applicable coverage limit...

(b) By requiring such minimum insurance, Princeton University shall not be deemed or construed to have assessed the risk that may be applicable to the Professional Services Consultant for this Project or under this Contract. The Professional Services Consultant shall assess its own risks and if deemed to be appropriate and/or prudent, should maintain higher limits and/or broader coverage than that stipulated above. The Professional Services Consultant is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The specification of any minimum limits of insurance in this Agreement shall not act as any limitation on Princeton University’s ability to recover the full amount of available insurance proceeds maintained by Professional Services Consultant, and Professional Services Consultant shall have an obligation to ensure that its insurance policies contain no such restriction.

(1) Acceptance and/or approval by Princeton University of the insurances herein shall not be construed to relieve Professional Services Consultant from any obligations, responsibilities or liabilities under the Contract. Princeton University, by requiring the Professional Services Consultant to purchase insurance, shall not be deemed to have waived Princeton University’s right to bring any action, to the fullest extent permitted by law, for any loss which may be covered, completely or in part, by that insurance. Nor shall the fact that insurance is obtained for certain risk be deemed to release, relieve or diminish the liability of the Professional Services Consultant. The damages recoverable by Princeton University in any Claim (as defined in Article XVII(a)) and/or other claim or action shall not be limited by the amount of coverage specified in any insurance policy or policies but shall be the total amount of damages recoverable as set forth in the Contract or at law, whichever is greater.

(c) If requested in writing Professional Services Consultant shall provide certified, full and correct copies of any of its insurance policies required by this Contract, including, without limitation, its professional liability insurance policy or policies, within three (3) days following demand therefore.

(d) Insurance shall be provided at the Professional Services Consultant’s expense as part of the Fixed Fee or Hourly Expenses NTE Amount for Basic Services and shall not be charged directly to Princeton University as a Reimbursable Expense.

(e) Insurance policies required by this clause shall be written by a carrier licensed to do business in the State of New Jersey with a Financial Strength Rating (FSR) of at least “A” and a Financial Size Category (FSC) of at least “VIII” in *A.M. Best’s Key Rating Guide*.

(f) Except for professional liability insurance and Worker's Compensation insurance, the Professional Services Consultant shall name "The Trustees of Princeton University, its Officers, Employees and Agents," as additional insureds in the insurance policies required in paragraph (a) with respect to any liability resulting from or in any way connected with any activity provided for under this Contract. Except for professional liability insurance, all insurance coverage shall be primary and non-contributing as to any other valid and collectible insurance, including any deductible, of Princeton University, the policies shall be occurrence-based, and shall contain a Waiver of Subrogation in favor of Princeton University, so that in no event shall the insurance carriers have any right of recovery against Princeton University or any additional insureds, their agents or employees; and shall contain a separation of insured provision (severability of interest clause). If Princeton University has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. To the extent that Princeton University requires Professional Services Consultant to designate any person or entity not listed herein as additional insured, such person or entity also shall be named as additional insured on the policies procured by the Professional Services Consultant.

(g) In the event that any of the insurance coverage to be provided by the Professional Services Consultant contains a deductible or self-insured retention, the Professional Services Consultant shall indemnify and hold Princeton University, and any additional insured harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the Professional Services Consultant.

(h) The minimum insurance coverage shall be maintained for the entire duration of the Project. In the case of Professional Liability, coverage shall continue for a period of three (3) years after Substantial Completion of the Project. The Princeton University Administrative Representative shall be notified by the Professional Services Consultant or its insurance carrier at least 30 days prior to any material change to or cancellation of any of insurance coverage.

(i) Prior to commencing any services on the Project or execution of this Contract, whichever occurs first, the Professional Services Consultant or its insurance carrier shall provide a Certificate(s) of Insurance (COI) evidencing compliance with all requirements for insurance coverage as indicated in this Article and any and all endorsements (including but not limited to the additional insured endorsement) or riders thereto (all in form and substance reasonably satisfactory to Princeton University). Each COI shall set forth the type and amount of insurance, the number of the policy, the date coverage under the policy begins and the date that coverage expires. The COI shall be submitted to Princeton University for review and acceptance. For the duration of the Contract, the Professional Services Consultant or its insurance broker/carrier shall provide updated COI's to evidence renewals or other changes to insurance policies or coverage. Additionally, a COI shall be provided, and updated annually, that evidences that the required Professional Liability coverage is in place for at least three (3) years following Substantial Completion of the Project.

(j) The Professional Services Consultant shall require all of its Subconsultants to maintain the insurance required by this Agreement, including, without limitation, professional liability insurance, with the same coverage as set forth above for the Professional Services Consultant and in accordance with the same terms and conditions as required of the Professional Services Consultant. The Professional Services Consultant shall certify to Princeton University that its Subconsultants are in compliance with the insurance requirements under this Contract. Princeton University must approve, in writing, any insurance coverage for a Subconsultant in an amount less than required. Such approval is at Princeton University's sole discretion. Subconsultant insurance certificates and certified complete copies of insurance policies shall be provided upon request by Princeton University. Failure to adhere to these requirements will be considered a material breach of this Contract.

(k) **Indemnification.** The Professional Services Consultant agrees to indemnify, hold harmless, protect and defend Princeton University and its agents, representatives and any affiliated or related entities against any and all claims, loss, liability, damage, costs and expenses, including reasonable attorney's fees, that are alleged to have occurred in whole or in part as a result of or due to the negligence or fault of the Professional Services Consultant, its agents, consultants, employees, or representatives, regardless of whether or not such claim, loss, liability, damage, cost or expense is caused in part by a party indemnified hereunder.

ARTICLE XIII – OWNERSHIP AND USE OF DOCUMENTS

(a) All documents, including without limitation, all documents, work product and records in any medium (including audio or visual recordings) prepared by or on behalf of the Professional Services Consultant in the performance of its services under the Contract, shall become the property of Princeton University when they are created, and Princeton University shall be entitled to use them in any way it desires in connection with the Project. The Professional Services Consultant shall also have the right to use such documents but only in connection with this Project. To the extent that the documents and work product prepared by or on behalf of the Professional Services Consultant incorporate any confidential or proprietary information of Princeton University (as designated pursuant to Article VI(i)), the Professional Services Consultant shall not disclose such information to any third party without Princeton University's prior written consent. At any time upon demand by Princeton University, the Professional Services Consultant shall furnish, or collect and make available, to Princeton University (or its designees, agents or representatives) a complete set of all documents and work product prepared or obtained by Professional Services Consultant as of the date of such demand. Princeton University (or its designees, agents or representatives) shall at its own expense be entitled to inspect, review, and copy any such documents on the Site. In the event of Professional Services Consultant's failure to comply with Princeton University's demand hereunder, the parties hereby agree that any remedy at law would be inadequate and Princeton University shall be entitled to appropriate injunctive and other equitable relief, including without limitation the remedy of specific performance.

(b) Nothing in this Article shall be construed to limit or constrain Princeton University's use of documents in which the Professional Services Consultant may claim a copyright as permitted under the "Fair Use" doctrine of the United States Copyright Act, 17-U.S.C. § 1 et seq.

(c) The terms and conditions and rights and obligations of this Article XIII shall survive the term or completion or termination of this Contract.

ARTICLE XIV - RESERVED

ARTICLE XV – TERMINATION

(a) **Termination of Contract for Professional Services Consultant's Default.**

(1) **Grounds.** If Professional Services Consultant fails to perform any of its material duties under the Contract in a timely fashion, for reasons not due to the fault of Princeton University, Contractor or any Subcontractor, or otherwise materially breaches the Contract in any way, Princeton University may terminate the Contract for default. Without limitation, termination for default will be permitted if Professional Services Consultant fails to promptly and properly correct any errors, omissions or other deficiencies in documents prepared by Professional Services Consultant upon receiving notice from Princeton University or otherwise becoming aware of them; fails to adhere to agreed schedules or to perform in a timely fashion; fails to continue its performance during the pendency of a dispute, as required by the Contract; becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in

bankruptcy or insolvency or has an involuntary petition in bankruptcy or insolvency filed against it, or has a receiver appointed; files for dissolution or otherwise is dissolved; or if Princeton University shall have reasonable grounds to believe that Professional Services Consultant does not have the technical or financial ability to complete its obligations under the Contract and Professional Services Consultant fails to give Princeton University prompt and reasonable assurances of its ability to perform. Upon such termination for default, Professional Services Consultant shall be liable to Princeton University for all loss, cost or expense reasonably incurred by Princeton University as a result of such termination, including Claims (as defined in Article XVII(a)) and/or other claims attributable to any costs incurred by Princeton University to complete the remaining obligations of Professional Services Consultant under this Contract.

(2) **Notice and Effective Date.** Princeton University shall notify Professional Services Consultant, in writing, of a termination for default, and the reasons prompting it. Unless expressly provided otherwise in the notice of termination for default, the termination for default shall be effective upon the date specified in such written notice, without any opportunity provided for Professional Services Consultant to cure any such default.

(3) **Termination Remedy Cumulative.** The remedy of termination is not exclusive, but is in addition to all other rights or remedies Princeton University may have in law or equity for any breach of contract by Professional Services Consultant. Neither termination of the Contract nor any payment to Professional Services Consultant shall limit or impair the right of Princeton University to recover damages occasioned by the fault or default of Professional Services Consultant.

(4) **Effect of Wrongful Termination Under This Section.** Upon the determination by a court that termination of Professional Services Consultant or its successor in interest pursuant to paragraph (a) above was wrongful, such termination will be deemed converted to a termination for convenience such that Professional Services Consultant's remedy for wrongful termination shall be limited to the recovery of the payment permitted for termination for convenience as set forth in paragraph (d) below.

(b) **Termination for Convenience.** Princeton University may terminate the Contract, without declaring Professional Services Consultant in default, with or without cause, by providing Professional Services Consultant with thirty (30) calendar days' written notice of termination for convenience at any time.

(c) If the Professional Services Consultant is a sole proprietor and the Professional Services Consultant should die during the term of this Contract, this Contract shall be considered terminated. In the event of such termination, the Professional Services Consultant's estate shall be entitled to reasonable payment for any uncompensated Basic Services and appropriately compensable Additional Services performed to the date of death, and Princeton University shall have title to and/or the right to immediate use and possession of all finished and unfinished documents prepared under this Contract, as if this Contract had been terminated for the convenience of Princeton University pursuant to this paragraph (b).

(d) **Deliverables and Compensation.** In the event of termination, whether by Princeton University under paragraph (a) or (b) above or by Professional Services Consultant under paragraph (e) below, or a suspension by Princeton University or later termination by Professional Services Consultant under Article XVI, Professional Services Consultant shall promptly deliver to Princeton University upon written notice all records, documents, working papers, calculations, computer programs, data, drawings, plans, specifications and other work product and all equipment, materials, items or objects acquired or created or produced by Professional Services Consultant pertaining to the Basic Services and Additional Services

performed under this Contract to the time of suspension or termination; provided that Princeton University has paid to Professional Services Consultant all amounts due and owing as of the date of suspension or termination, exclusive of amounts disputed in good faith by Princeton University. In addition, with regard to compensation on termination:

(1) If termination is under paragraph (a) for default, Professional Services Consultant shall be paid only for a percentage of its Basic Services compensation corresponding to the Basic Services actually completed Professional Services Consultant as of the date of the termination, together with compensation for any appropriately approved Additional Services properly performed and actually completed as of the date of the termination, and actual Reimbursable Expenses incurred through the date of termination, not yet paid, less the amount of any asserted Claims of Princeton University or any Claims arising out of such termination under paragraph (a)(1), and if all such Claims exceed the amount of compensation due, Professional Services Consultant shall pay upon demand such excess to Princeton University. In calculating the amount due to Professional Services Consultant as provided herein above, the amount of compensation for Basic Services completed shall be based upon the breakdown set forth in the Article IX, and in no event shall Professional Services Consultant be entitled to recover any amounts for any unperformed or terminated services which have not or will not be performed, including, without limitation, no compensation for profits or overhead on portions of the services (Basic Services and Additional Services) not performed as of the effective date of termination. Additionally, compensation shall in no case exceed the limits established in this Contract for each respective phase of the services as to which Princeton University has expressly authorized Professional Services Consultant to proceed.

(2) If termination is under paragraph (b) for Princeton University's convenience (or is converted from a default termination to a termination for convenience pursuant to paragraph (a)(4) above) or is under paragraph (e) for Princeton University's default or is under Article XVI(c)(1), Professional Services Consultant shall be paid only a percentage of its Basic Services compensation corresponding to the amount of compensation for the Basic Services actually completed by Professional Services Consultant as of the date of the termination, together with compensation for any appropriately approved Additional Services properly performed and actually completed as of the date of the termination, and actual Reimbursable Expenses incurred through the date of termination, not yet paid. The amount of compensation for Basic Services completed shall be based upon the breakdown set forth in the Article IX. The payment of these amounts is Professional Services Consultant's sole remedy for termination. In no event shall Professional Services Consultant be entitled to recover any additional amounts for any unperformed or terminated services which have not or will not be performed, including, without limitation, no compensation for profits or overhead on portions of the services (Basic Services and Additional Services) not performed as of the effective date of termination. Compensation shall in no case exceed the limits established in this Contract for each respective phase of the services as to which Princeton University has expressly authorized Professional Services Consultant to proceed, plus reasonable expenses arising from and limited to Professional Services Consultant's demobilization of staff as a direct result of termination of this Contract.

(e) **Termination of Contract for Princeton University's Default.** If Princeton University fails to make payments to Professional Services Consultant in accordance with this Contract, exclusive of payments disputed by Princeton University in good faith, such failure shall be considered substantial nonperformance and cause for termination, or, at Professional Services Consultant's option, cause for suspension of performance of services (Basic Services and Additional Services) under this Contract. If

Professional Services Consultant elects to suspend such services, prior to suspension of such services, Professional Services Consultant shall give seven (7) days' written notice to Princeton University. In the event of the suspension of services, Professional Services Consultant shall have no liability to Princeton University for delay or damage caused Princeton University because of such suspension of services. Before resuming services, Professional Services Consultant shall be paid all sums due, except amounts disputed by Princeton University in good faith, prior to suspension and any reasonable expenses incurred in the interruption and resumption of Professional Services Consultant's services. Professional Services Consultant's NTE Price and its components for the remaining Basic Services (and previously approved Additional Services) and the time schedules shall be equitably adjusted. If Professional Services Consultant elects to terminate this Contract for material nonpayment or other material breach of contract, the Professional Services Consultant shall notify Princeton University, in writing, of the termination for default, and the reasons prompting it. Thereafter, Princeton University shall have ten (10) days to cure such default ("Cure Period"), or a reasonable period of time if it is practically impossible to cure such default within ten days provided that Princeton University gives Professional Services Consultant reasonable assurances that a satisfactory cure will be effectuated within such reasonable time. Should the default not be cured, nor reasonable assurances given that the default will be cured within a reasonable time, the termination shall take effect, without further notice, on the date specified in the notice. However, the termination will not take effect if, before the termination's effective date, Professional Services Consultant delivers to Princeton University a written revocation of the termination.

ARTICLE XVI – SUSPENSION

(a) Princeton University, at any time, upon three (3) days written notice to the Professional Services Consultant, may suspend all or any part of the services (Basic Services and Additional Services) of the Professional Services Consultant under this Contract.

(b) In the event of suspension by Princeton University, the Professional Services Consultant shall be entitled to receive compensation for Basic Services already satisfactorily performed and accepted, based on a percentage of its Basic Services compensation corresponding to the value of the work actually completed by Professional Services Consultant as of the date of the suspension, together with compensation for any appropriately approved Additional Services actually completed, both otherwise subject to all other applicable provisions of this Contract. The value of Basic Services completed shall be based upon the breakdown set forth in the Article IX, but no amount shall be allowed for anticipated profit or overhead or other basis on unperformed Basic Services or Additional Services.

(c) Princeton University shall have the right to reactivate Professional Services Consultant's performance under this Contract at any time by written notice within one hundred twenty (120) consecutive days from the time all or any part of the Contract was suspended under this Article XVI, without any change to the NTE Price and/or any of its components. In the event of such reactivation, should Professional Services Consultant fail or refuse to promptly recommence its performance under this Contract without increase to the NTE Price and/or any of its components, Professional Services Consultant shall be deemed to have failed to perform a material duty under this Contract for the purpose of Article XV(a), allowing Princeton University to terminate for Professional Services Consultant's default.

(1) If Princeton University fails to reactivate Professional Services Consultant's performance under this Contract by written notice prior to the completion of one hundred twenty (120) consecutive days from the time all or any part of the Contract was suspended under this Article XVI, the Professional Services Consultant shall have the right to terminate this Contract for its convenience and be compensated only as provided in Article XV(d)(2), or may renegotiate the NTE Price and the components thereof with Princeton University based on current conditions as it pertains to the remaining Basic Services and/or Additional Services.

(d) In the event Princeton University decides to suspend any work under this Contract, Princeton University shall remain entitled to unlimited access to all finished and unfinished documents prepared by the Professional Services Consultant pursuant to this Contract and shall be vested with all rights to such documents as set forth in Articles XIII and XV.

ARTICLE XVII – DISPUTE RESOLUTION

(a) A “Claim” is any claim, controversy or dispute between Professional Services Consultant and Princeton University concerning the interpretation of the Contract, the performance of any portion of Professional Services Consultant’s services (Basic Services and/or Additional Services), or any other matter arising under or relating to this Contract, or the breach thereof. The responsibility to substantiate Claims shall rest with the party making the Claim.

(b) If the Professional Services Consultant wishes to assert any Claim against Princeton University, Professional Services Consultant shall first, as a condition precedent to commencing litigation against Princeton University arising out of or relating to such Claim, provide written notice to Princeton University and otherwise comply with the terms of this Article XVII. After Professional Services Consultant provides written notice of a Claim to Princeton University as provided in this paragraph (b), the parties shall promptly thereafter confer and exert efforts in good faith to reach a reasonable resolution of the issue.

(1) Thereafter, if the parties are unable to resolve the Claim, within fifteen (15) business days after the initial notice under paragraph (b) (or such longer time agreed to in writing by both parties), they shall, upon demand by either party, within ten (10) business days thereafter (or such longer time agreed to in writing by both parties), agree upon and retain (with expenses to be borne equally by the parties) a neutral individual to act as a non-binding mediator. (If the parties cannot agree upon a mediator within the time period, the selection shall be made by the American Arbitration Association upon the request of either party, with the administrative costs for such selection to be borne equally by the parties.) The non-binding mediation shall be conducted within sixty (60) days of the appointment of the mediator (unless the parties agree in writing to a later date), and shall be conducted confidentially in an effort to settle the Claim, with the express understanding that the mediation is non-binding on both parties unless a mutually agreed settlement is reached and agreed to in writing by both parties as a result of such mediation.

(2) Thereafter, if the Claim is not settled by mutual agreement as provided above within ten (10) business days after the first day of mediation (or such longer time agreed to in writing by both parties), either party may initiate litigation in the United States District Court for the District of New Jersey that covers Mercer County, or in the Superior Court of the State of New Jersey for Mercer County. Professional Services Consultant agrees to the sole and exclusive jurisdiction of the preceding two courts and may not initiate litigation in any other forum. It is expressly agreed and understood that in all circumstances the Professional Services Consultant shall not have any right to initiate litigation against Princeton University with regard to any Claims against Princeton University without first utilizing the process set forth in this Article XVII. To the extent permitted by law, the parties agree that they will agree to and take action necessary to toll any statute of limitations applicable to any Claim from the date that such notice is sent under paragraph (b) above until the first day upon which the parties are permitted to initiate litigation as set forth in this subparagraph (2), but only if such initial notice sent under paragraph (b) above was timely under the applicable statute of limitation or any shorter time required by this Contract for Professional Services Consultant to commence such Claim in the first instance.

(c) Professional Services Consultant agrees that the requirements of this Article XVII shall be included in all of its agreements with Subconsultants so that all Subconsultants shall be bound to engage

in the procedures and otherwise be subject to the terms of this Article XVII as they may respectively apply to any Claim or other claim, controversy or dispute involving any Subconsultant with regard to the Project, including, without limitation: any Subconsultant claims, controversies or disputes with Professional Services Consultant; any Professional Services Consultant claims, controversies or disputes with any Subconsultant(s); any Princeton University claims, controversies or disputes with any Subconsultants; and/or any claims, controversies or disputes where joinder of any Subconsultant may be necessary or beneficial (as determined by Princeton University) for mediation or litigation of said claim, controversy or dispute. In the event of any such a claim, controversy or dispute involving any of Professional Services Consultant's Subconsultants, without limitation, the procedure set forth above (and Princeton University's exemption from such as provided in paragraph (e) directly below) shall be interpreted and applied so as to encompass all such parties to the dispute. (For example, notice must be given to all parties, all parties must agree to extensions of time, and all parties must share proportionately the costs of the mediator referred to above.) Additionally, any claim, controversy or dispute solely between or among Professional Services Consultant and any Subconsultant(s) for which any of them provides the other with written notice to demand mediation as provided in Article XVII (b)(1), a copy of such notice and all subsequent notices shall be provided to Princeton University.

(d) The Professional Services Consultant expressly agrees: (i) to being joined in any mediation or litigation between Princeton University and one or more third parties giving rise to a Claim by Princeton University against Professional Services Consultant relating to the Project; and (ii) to the joinder of one or more third parties in any mediation or litigation between Princeton University and Professional Services Consultant where such mediation or litigation gives rise to any claim, controversy, or dispute between Princeton University and any such third parties.

(e) Notwithstanding anything in this Article XVII or elsewhere in this Contract to the contrary, it is expressly agreed that Princeton University is not bound to the written notice and other procedures set forth in the above paragraph (b), and subparagraphs (b)(1), and (b)(2). Further, Princeton University is not subject to any limitation whatsoever on its ability to commence litigation pursuant to the above paragraph (b), and subparagraphs (b)(1), and (b)(2) (which only apply to and bind Professional Services Consultant), with regard to any Claim relating to this Contract or any other claim, controversy or dispute relating to the Project, any and all of which Princeton University may initiate or commence at any time subject only to applicable law. To the extent, however, that Princeton University wishes to assert any Claim against Professional Services Consultant or any claim, controversy or dispute against any of Professional Services Consultant's Subconsultants pursuant to the procedures provided in the above paragraph (b), and subparagraphs (b)(1) and (b)(2), Princeton University may voluntarily do so at its sole discretion upon written notice to the Professional Services Consultant and the respective Subconsultant(s) that Princeton University is invoking said procedures, which shall then be binding upon Professional Services Consultant and any respective Subconsultants, but, even in such instance, Princeton University shall have the right at all times to immediately, and without condition, commence litigation with regard to any Claim it may have against Professional Services Consultant and/or any claim, controversy or dispute against any of Professional Services Consultant's Subconsultants notwithstanding the procedures set forth in the above paragraph (b), and subparagraphs (b)(1), and (b)(2), and notwithstanding whether such procedures have been invoked by Princeton University at some earlier time and notwithstanding whether such procedures have been previously invoked by Professional Services Consultant.

(1) It is further expressly understood that, without limitation, this paragraph (e) and its subparts shall likewise apply to any and all claims, controversies or disputes that Princeton

University may have against any of Professional Services Consultant's Subconsultants as a third-party beneficiary of such Subconsultant agreement/contract.

- (f) Pending final resolution of any Claim, (i) Professional Services Consultant shall proceed diligently with the performance of its obligations under the Contract without interruptions or delay, and shall not directly or indirectly stop or delay its performance; and (ii) Princeton University shall make timely payment in accordance with the Contract of all undisputed amounts.

ARTICLE XVIII – MISCELLANEOUS

(a) **Independent Contractor.** In performing hereunder, Professional Services Consultant and its employees, agents, Subconsultants and representatives shall be as independent contractors and not as employees or agents of Princeton University. All persons furnished or retained by Professional Services Consultant in connection with this Contract are so furnished or retained as Professional Services Consultant's employees or agents. Professional Services Consultant shall not transact business, enter into agreements, or otherwise make commitments on behalf of Princeton University unless expressly authorized in writing by Princeton University. Neither Professional Services Consultant nor its employees, agents, Subconsultants or representatives shall be entitled to benefits provided by Princeton University to its employees, including but not limited to fringe benefits, worker's compensation, health and unemployment insurance, and pension plans. Princeton University shall not pay or withhold federal, state, or local income or other payroll taxes on behalf of Professional Services Consultant or its employees, agents, Subconsultants or representatives. Professional Services Consultant agrees to report and pay all applicable taxes. Professional Services Consultant shall defend, indemnify and hold harmless University from and against any and all liability for the payment of taxes, interest and/or penalties, as well as damages and costs, including attorney's fees, in connection with any claim or finding that Professional Services Consultant and/or its employees, agents, subconsultants or representatives are employees of Princeton University.

(b) **Notices.** All notices to be given hereunder shall be in writing, and shall be deemed to have been given or delivered: (1) if delivered by hand during business hours addressed to the party to be notified and against a signed receipt of the party to be notified, upon delivery; (2) if depositing the same in any international and reputable overnight delivery service system for overnight delivery addressed to the party to be notified, one (1) business day following deposit (with receipt of such deposit); (3) if delivered by email to the email address of the party to be notified, upon the sending of such email if during business hours, and if after business hours, on the next business day; (4) if delivered by US certified mail, return receipt requested to the party to be notified upon four (4) business days after it is posted with the United States Postal Service. All notices to be given to either party shall be given to the representative identified in such provision to receive such notice (or as specified elsewhere in the Contract for such) with a copy to the Princeton University or Contractor Administrative Representative identified in the Agreement in one of the manners provided herein for such notice at the physical and/or email addresses for such representatives as identified in the Agreement. Additionally, Professional Services Consultant notices to Princeton University shall also be copied to the Princeton University Office of General Counsel (at the following address - Office of the General Counsel, Princeton University, New South Building, Fourth Floor, Princeton, NJ 08544) with regard to the following: any notice in connection with Article XVII (b), (b)(1) and (b)(2). Written notice from Professional Services Consultant shall further be deemed only given or made on the latest date upon which all appropriate Princeton University representatives (including the OGC when required) have been provided such notice as required herein. Notwithstanding anything in Article VI(m) or elsewhere in the Contract to the contrary, the uploading or posting or alteration or other action of or to a document on or at the Capital Project Management System (CPMS) by Professional Services Consultant shall not under any circumstances be deemed written notice to Princeton University pursuant

to this Article XVIII(b). The parties shall have the right to change their respective individual representatives and addresses for receipt of notices hereunder by written notice to the other specifying the new individual representative or address.

(c) **Rights and Remedies.** Princeton University's review, approval, acceptance or payment for services (Basic Services and/or Additional Services) under this Contract shall not operate as a waiver of any rights under this Contract and Professional Services Consultant shall be and remain liable to Princeton University for all damages incurred by Princeton University as the result of Professional Services Consultant's failure to perform in conformance with the terms and conditions of this Contract. The rights and remedies of Princeton University provided for under this Contract are in addition to any other rights or remedies provided by law. Additionally, the duties and obligations imposed upon the Professional Services Consultant, as set forth in this Contract shall be in addition to and not a limitation upon any other duties and obligations imposed upon the Professional Services Consultant by law or in equity. The rights and remedies of Princeton University set forth in this Contract shall not give rise to any duty on the part of Princeton University to exercise any such rights or remedies for its own benefit or for the benefit of Professional Services Consultant or any other person or entity.

(d) **No Third Party Beneficiaries.** The parties acknowledge that this Contract is not intended to create, and shall not be construed to create, third party beneficiary rights for or against any third party, except as expressly set forth herein. Notwithstanding the preceding the parties acknowledge and agree that Princeton University is an intended express third-party beneficiary of Professional Services Consultant's contracts with Subconsultants as more fully set forth in the Agreement.

(e) **Successors and Assigns.** Professional Services Consultant shall not assign or transfer this Contract or delegate its duties without the prior written approval of Princeton University. Professional Services Consultant for itself and Professional Services Consultant's successors, Subconsultants, assigns, partners and legal representatives, binds them to Princeton University with respect to all covenants of this Contract. Princeton University for itself and its successors, assigns and legal representatives, binds them to Professional Services Consultant with respect to all covenants of this Contract.

(f) **Execution.** This Contract shall not be effective unless and until the Agreement (Part I) is signed by all parties. This Contract may be executed by the parties individually in counterparts, all of the counterparts when taken together shall constitute one single instrument of agreement. For the purpose of this Contract an electronic PDF copy of a signature shall be deemed an original, and delivery may be by email of the same.

(g) **Limitation of Actions.** The parties agree that any action by Professional Services Consultant against Princeton University arising out of or relating to this Contract shall be commenced within one (1) year after Substantial Completion of construction of the Project, any otherwise applicable statutory limitations period notwithstanding, except for actions for indemnity or contribution arising out of actions brought against Professional Services Consultant by third parties. The parties further agree that any period of limitations on any Claim of Princeton University against the Professional Services Consultant shall in no event begin to run at the earliest until the date of Substantial Completion of construction of the Project or until the date on which Princeton University knew the basis for the Claim against the Professional Services Consultant, whichever is later.

(h) **Equal Opportunity Employer.** Princeton University is an Equal Opportunity Employer. Pursuant to Executive Orders 11246 and 11375, Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam-Era Veterans Readjustment Act of 1974, Princeton University has developed Affirmative Action Plans that have been filed with and approved by the U.S. Department of Labor's Office of Federal Contract Compliance Programs, and are available for review upon request. The Professional Services

Consultant (and Subconsultants, if applicable) shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Professional Services Consultant also warrants that it will comply with all applicable executive orders, and federal, state, and local laws, regulations, and rules, and, Princeton University policies, as appropriate, relating to nondiscrimination, equal employment opportunity, and affirmative action.

(i) **Advertisement.** Professional Services Consultant shall not display, issue or permit to be issued any professional award application, advertisement, press release, professional or scholarly journal or literature of any kind that refers, directly or indirectly, to Princeton University or the services performed in connection with the Contract unless it first obtains the written approval of Princeton University. Professional Services Consultant's written request for approval and submission of material shall be made to Princeton University's Project Manager not less than ten (10) days prior to the date needed for any such requested review and approval. Professional Services Consultant's failure to strictly comply with the terms of this Article XVIII(i) shall be a material breach of this Contract.

(j) **Severability.** Should any term or provision of this Contract, or any part thereof, be held illegal, invalid, or unenforceable under applicable law by a court of competent jurisdiction, such term or provision, or part thereof, shall be deemed ineffective to the extent of such invalidity or unenforceability only and severed from the Contract Documents and the remaining term(s) and provision(s) shall remain unaffected thereby.

(k) **Modification of the Contract by "Amendment".** The parties agree that this Contract may be modified and/or Additional Services authorized from time to time only by means of a written instrument approved and produced by Princeton University and which is identified therein as being final and binding and signed by Princeton University's authorized representative and the Professional Services Consultant stating their full agreement with respect to any change in the provisions of this Contract and/or Additional Services (an "Amendment"). It is expressly agreed that the term Amendment as used in the Contract Documents shall be deemed to include only those written instruments that have been produced, approved and signed by Princeton University as provided in the preceding sentence. An Amendment signed by Professional Services Consultant indicates its agreement therewith, including the adjustment of the Project Schedule, and/or the NTE Price and its components, if any, as the final and full resolution for Professional Services Consultant and all of its Subconsultants of the underlying change in the Contract and/or Additional Services and all events, occurrences and circumstances relating thereto. Except as provided in this Article XVIII(k), no order, statement, or conduct of Princeton University shall be treated as a change in the Contract or approval or authorization of Additional Services under this Contract or entitle the Professional Services Consultant to an equitable adjustment of the Project Schedule, or the NTE Price or its components, except with respect to an A/E Disputed Additional Service if otherwise compensable subject to all other terms of this Agreement.

(l) **Waiver.** Any failure on the part of Princeton University to complain of any act or failure to act on the part of the Professional Services Consultant or to declare the Professional Services Consultant in breach hereunder, irrespective of how long such failure continues, shall not constitute a waiver of any rights of Princeton University or duties or obligations of Professional Services Consultant under the Contract or constitute any approval of or acquiescence in any breach by Professional Services Consultant, except as may be specifically agreed in writing by Princeton University. No consent or waiver, express or

implied, by Princeton University with respect to any breach by the Professional Services Consultant of any obligations under the Contract shall be deemed or construed to be a consent or waiver with respect to any other breach by Professional Services Consultant under the Contract.

- (m) **Applicable Law.** This Contract is deemed entered into in the State of New Jersey. All Claims or other disputes between the parties, including those regarding the validity, construction of, interpretation of, and the parties' obligations under, this Contract shall be governed by the laws of the State of New Jersey, notwithstanding any of that state's laws to the contrary, including, without limitation, giving no effect to its choice of law rules. For all Claims or other disputes not resolved by mediation pursuant to Article XVII, Princeton University and Professional Services Consultant hereby consent to the exclusive venue and jurisdiction for the resolution of any such Claims or disputes in the United States District Court for the District of New Jersey that covers Mercer County, or in the Superior Court of the State of New Jersey Mercer County, and waive any challenge to the venue or personal jurisdiction of such courts.
- (n) **Applicable Currency.** The applicable currency for all price and other monetary terms in the Contract is U.S. Dollars. Payments under the Contract will be made in US Dollars unless otherwise specified in the Contract.
- (o) **Licensed Professional Services Consultant.** Professional Services Consultant hereby warrants that for the duration of the Contract it, as an entity, and to the extent required by applicable law, all persons providing professional services under the Contract, shall be fully licensed and authorized to practice in New Jersey and to provide any other services required under the Contract. Likewise, Professional Services Consultant shall ensure that, to the extent required by applicable law, all Subconsultants, as entities, and all persons providing professional services by or on behalf of such Subconsultant entities, are appropriately licensed and authorized to practice and provide their respective services for this Project in New Jersey.
- (p) **Records/Right to Audit.** The Professional Services Consultant is required to retain records which shall include, but not be limited to, copies of all plans, specifications, submittals, correspondence, email, minutes, memoranda, audio visual recordings, videos, policies, procedures, accounting records and other data, regardless of type and regardless of whether such items are in written form, in the form of electronic data, or in any other form, which document the Project, its design, and its construction, and all costs relating thereto, and that have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Contract. The Professional Services Consultant shall retain all records relating to this Contract until the expiration of ten (10) years after Substantial Completion of the Project, or six (6) months after final resolution (by non-appealable judgment or settlement) of any disputes, whichever may be later. Upon the request of Princeton University, and by no later than three (3) days after written notice, the Professional Services Consultant shall make all such records available during normal business hours to Princeton University, its authorized representative(s) or to any state, federal or other regulatory authority. In the event that Professional Services Consultant receives any request in any manner or medium for any records relating to the Contract, the Work or the Project, Professional Services Consultant shall provide written notice to Princeton University of same within twenty-four (24) hours of such request. Any such state, federal or other regulatory authority, Princeton University or its authorized representative(s) shall be entitled to inspect, examine, review, copy and audit the Professional Services Consultant's records at its own expense, within adequate workspace at the Professional Services Consultant's facilities. Failure by the Professional Services Consultant to supply substantiating records shall be reason to exclude the related costs from amounts which might otherwise be payable by Princeton University to the Professional Services Consultant pursuant to the Contract.
- (q) **Entire Contract.** This Contract represents the entire and integrated agreement between Princeton University and the Professional Services Consultant and supersedes all prior negotiations,

representations or agreements, either written or oral. The Contract Documents may be changed, modified, or amended only by a written Amendment signed by both parties.

(r) **Recitals.** The recitals are incorporated into and form a part of this Agreement as if repeated herein.

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#####

PROJECT/SERVICE TITLE

PART II

SCOPE OF PROFESSIONAL SERVICES

The following document(s) attached hereto or incorporated by reference comprise the Scope of Professional Services for this contract:

- Princeton University Project Description entitled Project Description dated MM/DD/YYYY