



PRINCETON UNIVERSITY

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

**CONSTRUCTION
T&M CONTRACT**

FOR

PROJECT TITLE

CONTRACT NUMBER FC100#####

WITH

FIRM NAME

CONTRACT NUMBER FC100#####

PROJECT TITLE

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PART I AGREEMENT

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

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

WITNESSETH

WHEREAS, Princeton University desires that the Contractor furnish construction services, labor, material and equipment more fully described in the documents comprising this Contract; and

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

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

ARTICLE I – THE “CONTRACT” AND THE “CONTRACT DOCUMENTS”

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

(1) This Agreement (Part I).

- Attachment # - Supplier Diversity Subcontracting Plan dated MM/DD/YYYY (if applicable – see Article IX(a)).

- Attachment # – Questions and Answers in response to Princeton University's Request for Proposal/Bid titled **FPO-XX-XXXA**, dated [INPUT], and if not attached hereto deemed incorporated herein by reference as Attachment #. (#INPUT pages)
 - Attachment # – Contractor's proposal/bid dated [INPUT], or portions thereof, only to the extent as attached as Attachment # (the "Proposal"). (#INPUT pages)
- (2) **General Terms and Conditions for Construction Contracts (v9.1 03-2023) (Part II)** (the "General Terms & Conditions"). Any references in this Agreement to specific 'Clauses' of the Contract refer to this document.
- (3) **Statement of Work/Drawings and Specifications (Part III), which include:**
- Attachment 1 - Document List, dated [INPUT], which, without limitation, identifies the Drawings and Specifications (#INPUT pages).
 - Attachment 2 – Assumptions and Clarifications and Exclusions, dated [INPUT] (#INPUT pages).
- (4) **Project Schedule, dated [INPUT] with a data date of [INPUT] (Part IV).**

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

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

ARTICLE II – DEFINITIONS

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

(b) The term "Architect/Engineer" as it appears in the Contract Documents shall specifically mean **Project Architect or Engineer**, having an office at **Project Architect or Engineer City, State** and shall aggregately include all subconsultants employed or retained or coordinated by the Architect/Engineer including, but not limited to, structural, mechanical, electrical and other engineers and all other consultants to design the elements and observe the construction of a complete building structure and

system. It is understood that the Architect/Engineer may be terminated during the term of this Contract and such termination shall not be a breach of this Contract. If the employment of the Architect/Engineer is terminated, within a reasonable time thereafter and to the extent reasonably necessary for the progress of the Project, a new Architect/Engineer shall be retained whose status under the Contract Documents shall be that of the former Architect/Engineer. Notwithstanding the inclusiveness of the defined term Architect/Engineer herein, any required approvals from Architect/Engineer or any submittals to or communication with Architect/Engineer as required of Contractor by or pursuant to the Contract Documents shall be through or with the firm set forth in the first sentence of this Article II(b) (by its authorized representative on this Project as made known to Contractor), unless expressly authorized or directed otherwise in writing by said firm or Princeton University

ARTICLE III – PROJECT REPRESENTATIVES

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

Contractor's Project Manager	-	Project Manager
Contractor's Administrative Rep	-	Administrative Representative

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

Princeton Project Manager Name	-	Project Manager
Princeton Contract Admin Name	-	Administrative Representative

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

ARTICLE IV – STATEMENT OF WORK

(a) **Scope of Work.** The Contractor agrees to furnish all labor, equipment, material and supervision to perform the Work indicated in the Contract Documents listed or referred to in Article I hereof for the Project.

(b) **Contractor Personnel.** Princeton University expects the Contractor to provide workers who are properly qualified, trained, certified, and experienced in their respective trades to perform the Work under this Contract. The Contractor is responsible for its employees using safe working practices, maintaining satisfactory standards of employee competency, conduct, and integrity, and for taking such disciplinary action with respect to its employees as may be necessary and appropriate and shall be responsible for ensuring that the Work is performed in accordance with the established practices of the craft or trade. Princeton University reserves the right to require the Contractor to remove any employee from the worksite who is deemed to be incompetent, careless, insubordinate, belligerent, or whose continued employment on the Project is otherwise considered to be contrary to Princeton University’s interest.

(c) **Job Supervision.** The Contractor is responsible for providing supervision, coordination, and oversight necessary to facilitate the orderly progress and timely completion of the Work. Princeton University does expect that occasional site visits will be made by Contractor’s management staff;

however, direct charges for supervision of jobs by company management personnel will not be allowed (such costs should be treated as a part of overhead). Unless collective bargaining agreement rules specify otherwise, any time there are two (2) or more workers of the same trade on a job, one (1) individual will be designated as the foreman and is responsible for overseeing and coordinating safe and high-quality work.

(d) **Coordination of Work.** The Contractor acknowledges that it is essential that all Work on this project be coordinated, including Work to be provided by Princeton University staff/employees. The Contractor shall be responsible for coordinating the Work of all its employees and Subcontractors as well as any Work to be provided by Princeton University.

(e) **Vehicles, Tools, and Equipment.** The Contractor is responsible for providing any and all vehicles, tools, and equipment necessary for performing the Work under this Contract including obtaining the equipment and transporting the equipment to and from the job site. In this regard, the Contractor shall:

(1) Ensure that its employees that are assigned to perform the Work carry their own tools of the trade or are provided with tools normally carried by the trade on the job site. "Tools of the trade" are generally considered to be vehicles, tools, and equipment (e.g. hand tools, power tools, pickup trucks, vans, ladders, scaffolding, etc.) that are normally used in the course and scope of the Contractor's business and that should be a part of a qualified Contractor's inventory. Costs related to the acquisition, use, or maintenance of tools of the trade should be included as a part of the Contractor's fully-burdened Hourly Labor Rates and are not under any circumstances to be separately or directly billed under this Contract.

(2) Arrange for lease or rental of any special tools and equipment needed to perform the Work. "Special tools and equipment" are considered to be tools and equipment (e.g. cranes, towed air compressors, dumpsters with associated tipping fees, etc.) that are not typically maintained in a Contractor's inventory, but that are leased or rented when needed for a specific project/job. Charges for lease or rental of special tools and equipment with associated mark-up may be directly billed provided that the Contractor clearly identifies these items in advance as a part of their proposal to perform the Work.

(3) Ensure that all vehicles, tools, and equipment are in good operating condition, capable of rendering efficient, economical, and continuous service and equipped with necessary and required safety devices in accordance with all applicable State and Federal laws. While Princeton University reserves the right to inspect any equipment for compliance with these requirements regarding condition, this does not relieve the Contractor of the obligation to furnish conforming equipment. If any equipment is found to be deficient or non-conforming, Princeton University shall so notify the Contractor who shall immediately take action to place the equipment in good operating condition at his own expense. If the Contractor does not take corrective action within a reasonable time, Princeton University may require the immediate removal and replacement of the deficient equipment at the Contractor's expense.

ARTICLE V – CONTRACT PRICE and NOT-TO-EXCEED PRICE

(a) **Contract Price (Not-to-Exceed Price).** In full consideration for the performance of all items required by the Contract for the proper completion of the Work and all other obligations of Contractor hereunder, Princeton University agrees to pay the Contractor for the actual and permissible time-and-materials costs ("Contract Price") incurred up to, but not exceeding, the total "**Not-to-Exceed Price**" of **\$#,###,###.##** (**Insert text description** of amount) calculated based on the following and as further defined in General Terms & Conditions Clause1(e):

(1) **Hourly Labor Rates.** Princeton will compensate the Contractor for actual hours incurred by its employees in the performance of the Work at the fully-burdened Hourly Labor Rates specified below for the named individuals or various individuals working in the labor/trade classifications shown.

Named Individual and/or Labor/Trade Classification	Straight Time Rate	Overtime Rate

The Hourly Labor Rates set forth above are “fully burdened”, i.e. inclusive of all costs for labor, overhead and profit associated with providing an hour of Work by the named individual or labor/trade classification. Straight Time Rates shall apply to a forty (40) hour work week performed at Princeton University. Overtime Rates will not be paid unless overtime Work is specifically authorized in advance by a Princeton University Representative named in Article III of this Contract. Examples of costs considered to be included as part of fully-burdened unit prices or labor rates and for which separate assessments or requests for direct reimbursement will not be allowed:

- (i) Costs associated with providing “tools of the trade”.
- (ii) Costs for travel to and from the worksite including costs for travel time, transportation expenses, meals/subsistence lodging, per diem, or any other travel or living type expenses.
- (iii) Charges for supervision of projects/jobs by company management personnel.
- (iv) Profit, fees, surcharges, mark-ups, or other indirect charges not otherwise specifically addressed in this Article.

(2) **Material, Special Equipment, and Subcontractor Costs.** Princeton will compensate the Contractor for actual costs for purchase of materials, acquisition of special equipment, and any subcontracted work plus applicable mark-up based on the rates set forth below. Mark-up rates are intended to reimburse the Contractor for material handling and other indirect costs associated with acquiring materials, special equipment, and subcontracted work that are typically allocated to direct costs for these items in accordance with the Contractor’s usual accounting procedures. Profit shall not be included as a part of these mark-up rates.

- Material Mark-Up Rate **NN%**
- Special Equipment Mark-Up Rate.... **NN%**
- Subcontractor Mark-Up **NN%**

The term Contract Price in the General Terms & Conditions (Part II of the Contract) shall also mean the Not-to-Exceed Price.

(b) Princeton University will pay reasonable and allocable costs related to the performance of the Work under this Contract that are compliant with the rates and other factors set forth herein and otherwise determined by Princeton University to be allowable. Costs or rates that are not compliant with this Contract or that are otherwise determined to be unallowable by Princeton University shall not be paid under this Contract.

ARTICLE VI – TIME OF PERFORMANCE

(a) The Work to be performed under this Contract shall commence on Month ##, 20##. Subject to authorized adjustments only as agreed to by Princeton University in a signed Change Order, Substantial Completion shall be achieved no later than **Month ##, 20##**.

(b) Contractor acknowledges that time is of the essence in the performance of the Work under this contract. Any adjustments to the date specified above may be made only as authorized in writing by Princeton University in a signed Change Order.

ARTICLE VII – PAYMENTS

(a) In accordance with General Terms & Conditions Section I, the Contractor shall prepare and submit monthly invoices or Applications for Payment for Work performed under this Contract. When the time of performance does not exceed one month, the Contractor shall submit one single invoice for payment upon completion of all Work on the Project.

(b) Invoices shall contain sufficient detail and supporting documentation as required by Section I of the General Terms & Conditions. Invoices shall be typed or computer-generated and include the following minimum information: FPO Contract Number **FC100#####**; Contractor’s company/business name; a sequential invoice number or other unique invoice identifier; the invoice amount; and the invoice date. Invoice documents together with any required supporting documentation shall be scanned or converted into a single PDF file. Contractor shall electronically submit the invoice to Princeton University by uploading the PDF file through the FPO Contract Payment Request Portal website located at: <https://facnet.princeton.edu/invoice/>.

(c) The Contractor shall not invoice for nor will Princeton University pay amounts that exceed the ceiling price established in this Contract.

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

ARTICLE VIII – INSURANCE

(a) Prior to beginning any of the Work on the Project or at the time of execution of this Contract, whichever occurs first, the Contractor shall establish, maintain and keep in force policies for minimum insurance coverage as indicated in Clause G1 of the General Terms & Conditions set forth in Part II including the minimum coverage for General Liability as indicated below:

General Liability:

Each Occurrence..... Select applicable coverage limit...

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

Excess Liability:

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

Pollution Liability:

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

(b) Prior to or within ten (10) consecutive calendar days after execution of this Contract and, under any circumstances, prior to the Contractor entering Princeton University’s premises to begin Work under this Contract:

- (1) The Contractor shall submit an insurance certificate(s) evidencing compliance with all requirements for insurance coverage to Princeton University's Administrative Representative for review and approval; and,
- (2) In accordance with Clause G1(a)(7), the Contractor shall require and verify compliance with the insurance requirements by any Subcontractor that may be engaged by the Contractor for Work under this Contract.
- (c) Builders Risk Coverage. Builders Risk Coverage for the Project shall be provided by:
- Princeton University pursuant to Clause G1(b)(1)
- Contractor pursuant to Clause G1(b)(2)
- (d) As required by Clause G1, Contractor is responsible for ensuring that Princeton University is notified in advance of any material change to or renewal of any of the insurance coverages during the term of the Contract and, in the event of such changes, Contractor shall provide a new insurance certificate to evidence continued compliance with Princeton University's insurance requirements.

ARTICLE IX – SUPPLIER DIVERSITY SUBCONTRACTING PLAN

- (a) This Article is is not applicable to this Contract. If a supplier diversity subcontracting plan (SDSP) is required as part of this Contract, Contractor shall submit an SDSP in accordance with Clause D4.
- (b) Princeton University has established an overall goal of 15% diverse spend across all categories of design and construction services. In support of this goal, the Contractor shall maximize opportunities for participation by diverse suppliers to ensure that minority-owned business enterprises (MBE's), 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.

ARTICLE X – NEW JERSEY PREVAILING WAGE ACT

- (a) This Article is is not applicable to this Contract. If applicable, Contractor shall comply fully with the requirements set forth in Clause D6.

ARTICLE XI – CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

- (a) This Article is is not applicable to this Contract.
- (b) Contractor's Code of Business Ethics and Conduct:
- (1) Within 10 days after contract award, unless the Administrative Representative establishes a longer time period, the Contractor shall:
- (i) Have a written code of business ethics and conduct; and
- (ii) Provide a copy of the code to each employee engaged in performance of the Contract.
- (2) Within 30 days after Contract execution, unless the Administrative Representative establishes a longer time period, the Contractor shall establish an ongoing business ethics and conduct awareness program and an internal control system that shall:
- (i) Facilitate timely discovery of improper conduct in connection with Princeton University contracts; and
- (ii) Ensure corrective measures are promptly instituted and carried out. For example, the Contractor's internal control system should provide for:

- periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor’s code of business ethics and conduct;
- an internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
- internal and/or external audits, as appropriate; and
- disciplinary action for improper conduct.

(c) Princeton University Compliance Hotline. During the performance of this Contract, the Contractor shall prominently display the Princeton University Compliance Hotline contact information at Contract work sites and off-site offices that support the work site. If the Contractor maintains a company website as a method of providing information to employees, the Contractor shall include a link to the website for the Princeton University Hotline (www.princeton.edu/compliance/hotline.html). The website provides information and instructions for the use of the Hotline. Reports can be submitted online or via phone at 1-866-478-9804.

(d) Subcontracts. The Contractor shall include the substance of this Article XI, including this paragraph (d), in all Subcontracts.

ARTICLE XII – BACKGROUND CHECKS

- (a) This Article [] is [X] is not applicable to this Contract.
- (b) Contractor shall ensure that background checks are conducted on all persons performing Work at the Project location, and shall exclude from the Project location any individual who does not successfully pass the background check. Background checks shall be performed prior to the start of Work, consist of seven (7) years of history and include, as a minimum, social security number trace, county criminal felony and misdemeanor criminal record search, national criminal record search, and national sex offender registry. For longer term projects, background checks shall be conducted no less than annually. The Contractor shall maintain in its file a copy of the applicable background checks, which shall be made available to Princeton University upon request.

ARTICLE XIII – SPECIAL PRICING APPLICABLE TO ALL PRINCETON UNIVERSITY PROJECTS

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

BOA Number	Supplier	Services
FB00630K	SimplexGrinnell	Fire Alarm Equipment & Services
FB0705000N	Siemens Industry, Inc.	Automatic Temperature Control Equipment & Services
FB0706000N	Automatic Logic Corporation	Automatic Temperature Control Equipment & Services
FB1007520N	Hogan Security Group (Salto Systems, Inc.)	Keyless Lock System & Door Hardware Equipment & Services
FB1007509N	ADT Commercial	Card Access Control System & Door Hardware Equipment & Services
FB1009751N	NextGen Security, LLC	Card Access Control System & Door Hardware Equipment & Services

FB1007511N	Convergent Technologies	Card Access Control System and Door Hardware Equipment and Services
FB1003050N	Kistler O'Brien Fire Protection	Fire Alarm Equipment & Services (Gamewell / FCI)

(b) The Contractor may subcontract with some or all of the above listed suppliers to provide these services as a part of its Work on the Project. Princeton University has signed non-disclosure agreements with the above listed suppliers that prohibit the disclosure of the BOA pricing outside of Princeton University. Accordingly, Princeton hereby releases the Contractor from its obligation under Clause D2(e), to set forth the hourly rates, unit prices, or any other pricing element subject to the BOA pricing in its Subcontracts with the above listed suppliers. The Contractor shall include a statement in any Subcontract with the above listed suppliers referencing the BOA number and listing any of the rates or pricing excluded from the Subcontract on the basis of the BOA; however, any lower tier Subcontractor rates or other pricing not covered by the BOA shall be disclosed and specifically listed in accordance with Clause D2(e).

(c) Princeton University fully retains its right to audit the Subcontract in accordance with Clause K6 and, under the terms and conditions of the BOA, retains the right to separately audit any BOA pricing excluded from the Subcontract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

ON BEHALF OF
FIRM NAME

ON BEHALF OF
THE TRUSTEES OF PRINCETON UNIVERSITY

BY: _____

BY: _____

PRINTED: _____

PRINTED: KyuJung Whang

TITLE: _____

TITLE: Vice President for Facilities

DATE: _____

DATE: _____

Princeton University–Contract Funding Summary

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

CONTRACT NUMBER FC100#####
CONSTRUCTION T&M CONTRACT
PROJECT TITLE

PART II

GENERAL TERMS AND CONDITIONS

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

CONTRACT NUMBER FC100#####
CONSTRUCTION T&M CONTRACT
PROJECT TITLE

PART III

STATEMENT OF WORK/DRAWINGS AND SPECIFICATIONS

SCHEDULE OF DRAWINGS

Drawing No.	Description	Date

CONTRACT NUMBER FC100#####
CONSTRUCTION T&M CONTRACT
PROJECT TITLE

PART IV
PROJECT SCHEDULE