PPPL General Provisions for Non-Commercial Subcontracts
Part G - Provisions & Conditions for
Fixed Price Construction Subcontracts

Reference List

SUBCONTRACT NO._____

The following clauses and conditions set forth below are hereby incorporated in and made part of the above-cited subcontract.

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PPPL General Provisions for Non-Commercial Subcontracts
Part G - Provisions and Conditions for Fixed Price Construction Subcontracts

G1. PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. Princeton shall pay the Subcontractor the subcontract price as provided in this subcontract.

(b) Progress payments. Princeton shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by Princeton's Subcontract Administrator, on estimates of work accomplished which meets the standards of quality established under the subcontract, as approved by Princeton's Technical Representative.

(1) The Subcontractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the subcontract covered by the payment requested.

(ii) A listing of the amount included for work performed by each lower tier subcontractor under the subcontract.

(iii) A listing of the total amount of each lower tier subcontract under the subcontract.

(iv) A listing of the amounts previously paid to each such lower tier subcontractor under the subcontract.

(v) Additional supporting data in a form and detail required by Princeton's Subcontract Administrator.

(2) In the preparation of estimates, Princeton's Subcontract Administrator may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Subcontractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this Subcontract; and

(ii) The Subcontractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this subcontract.

(c) Subcontractor certification. Along with each request for progress payments, the Subcontractor shall furnish the following certification, or payment shall not be made: (However, if the Subcontractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the subcontract;

(2) All payments due to lower tier subcontractors and suppliers have been made from previous payments received under the subcontract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with lower tier subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the Subcontractor intends to withhold or retain from a lower tier subcontractor or supplier in accordance with the terms and conditions of the lower tier subcontract; and

(4) This certification is not to be construed as final acceptance of a lower tier subcontractor's performance.

(Name) _____
(Title) _____
(Date) _____

(d) Refund of unearned amounts. If the Subcontractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Subcontractor that fails to conform to the specifications, terms, and conditions of this subcontract (hereinafter referred to as the "unearned amount"), the Subcontractor shall--

(1) Notify Princeton's Subcontract Administrator of such performance deficiency; and

(2) Be obligated to pay Princeton an amount (computed by Princeton's Subcontract Administrator in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Subcontractor notifies Princeton's Subcontract Administrator that the performance deficiency has been corrected; or

(ii) The date the Subcontractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If Princeton's Subcontract Administrator finds that satisfactory progress was achieved during any period for which a progress payment is to be made, Princeton's Subcontract Administrator shall authorize payment to be made in full. However, if satisfactory progress has not been made, Princeton's Subcontract Administrator may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, Princeton's Subcontract Administrator may retain from previously withheld funds and future progress payments that amount Princeton's Subcontract Administrator considers adequate for protection of Princeton and shall release to the Subcontractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the

subcontract, for which the price is stated separately in the subcontract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of Princeton, but this shall not be construed as--

(1) Relieving the Subcontractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of Princeton to require the fulfillment of all of the terms of the subcontract.

(g) Reimbursement for bond premiums. In making these progress payments, Princeton shall, upon request, reimburse the Subcontractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Subcontractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. Princeton shall pay the amount due the Subcontractor under this subcontract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against Princeton arising by virtue of this Subcontract, other than claims, in stated amounts that the Subcontractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Subcontractor's claim to amounts payable under this Subcontract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this subcontract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including subcontract modifications for additional supplies or services, but not including subcontract modifications that are within the scope and under the terms of the subcontract, such as subcontract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Subcontractor receives the unearned amount; and

(2) Deducted from the next available payment to the Subcontractor.

G2. EXTRAS (APR 1984)

Except as otherwise provided in this subcontract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by Princeton.

G3. CHANGES (JUN 2007)

(a) Princeton may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the subcontract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from Princeton's Subcontract Administrator that causes a change shall be treated as a change order under this clause; provided, that the Subcontractor gives Princeton's Subcontract Administrator written notice stating (1) the date, circumstances, and source of the order and (2) that the Subcontractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of Princeton shall be treated as a change under this clause or entitle the Subcontractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the work under this subcontract, whether or not changed by any such order, Princeton's Subcontract Administrator shall make an equitable adjustment and modify the subcontract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Subcontractor gives written notice as required. In the case of defective specifications for which Princeton is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Subcontractor in attempting to comply with the defective specifications.

(e) The Subcontractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written

notice under paragraph (b) of this clause, by submitting to Princeton's Subcontract Administrator a written statement describing the general nature and amount of the proposal, unless this period is extended by Princeton. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Subcontractor for an equitable adjustment shall be allowed if asserted after final payment under this subcontract.

G4. INSPECTION (OCT 1997)

Princeton has the right to inspect and evaluate the work performed or being performed under the subcontract, and the premises where work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Princeton performs inspection or evaluation on the premises of the Subcontractor or a lower tier subcontractor, the Subcontractor shall furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

G5. TERMINATION FOR CONVENIENCE OF PRINCETON (FIXED-PRICE) (ALTERNATE I) (MAY 2004)

(a) Princeton may terminate performance of work under this subcontract in whole or, from time to time, in part if Princeton determines that a termination is in Princeton's interest. Princeton's Subcontract Administrator shall terminate by delivering to the Subcontractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by Princeton's Subcontract Administrator, the Subcontractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as lower tier subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the subcontract.

(3) Terminate all lower tier subcontracts to the extent they relate to the work terminated.

(4) Assign to Princeton, as directed by Princeton's Subcontract Administrator, all right, title, and interest of the Subcontractor under the lower tier subcontracts terminated, in which case Princeton shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by Princeton, settle all outstanding liabilities and termination settlement proposals arising from the termination of lower tier subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by Princeton, transfer title and deliver to Princeton (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to Princeton.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that Princeton may direct, for the protection and preservation of the property related to this subcontract that is in the possession of the Subcontractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by Princeton, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Subcontractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, Princeton. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Princeton under this subcontract, credited to the price or cost of the work, or paid in any other manner directed by Princeton.

(c) The Subcontractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by Princeton's Subcontract Administrator upon written request of the Subcontractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Subcontractor may submit to Princeton a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by Princeton. The Subcontractor may request Princeton to remove those items or enter into an agreement for their storage. Within 15 days, Princeton will accept title to those items and remove them or enter into a storage agreement. Princeton's Subcontract Administrator may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Subcontractor shall submit a final termination settlement proposal to Princeton in the form and with the certification prescribed by Princeton. The Subcontractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by Princeton's Subcontract Administrator upon written request of the Subcontractor within this 1-year period. However, if Princeton's Subcontract Administrator determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Subcontractor fails to submit the proposal within the time allowed, Princeton may determine, on the basis of

information available, the amount, if any, due the Subcontractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Subcontractor and Princeton may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total subcontract price as reduced by (1) the amount of payments previously made and (2) the subcontract price of work not terminated. The subcontract shall be modified, and the Subcontractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Subcontractor and Princeton fail to agree on the whole amount to be paid the Subcontractor because of the termination of work, Princeton shall pay the Subcontractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For subcontract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated lower tie subcontracts that are properly chargeable to the terminated portion of the subcontract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on (g)(1)(i) of this clause, determined by Princeton under 49.202 of the Federal Acquisition Regulation, in effect on the date of this subcontract, to be fair and reasonable; however, if it appears that the Subcontractor would have sustained a loss on the entire contract had it been completed, Princeton shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of lower tier subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that Princeton expressly assumed the risk of loss, Princeton shall exclude from the amounts payable to the Subcontractor under paragraph (g) of this clause, the fair value, as determined by Princeton, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this Subcontract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Subcontractor shall have the right of appeal, under the Disputes Resolution clause, from any determination made by Princeton under paragraph (e), (g), or (l) of this clause, except that if the Subcontractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Subcontractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Subcontractor under the terminated portion of this subcontract;

(2) Any claim which Princeton or the Government have against the Subcontractor under this subcontract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Subcontractor or sold under the provisions of this clause and not recovered by or credited to Princeton or the Government.

(l) If the termination is partial, the Subcontractor may file a proposal with Princeton for an equitable adjustment of the price(s) of the continued portion of the subcontract. Princeton shall make any equitable adjustment agreed upon. Any proposal by the Subcontractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by Princeton's Subcontract Administrator.

(m) (1) Princeton may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Subcontractor for the terminated portion of the subcontract, if Princeton believes the total of these payments will not exceed the amount to which the Subcontractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Subcontractor shall repay the excess to Princeton upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Subcontractor to the date the excess is repaid.

Interest shall not be charged on any excess payment due to a reduction in the Subcontractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by Princeton because of the circumstances.

(n) Unless otherwise provided in this subcontract or by statute, the Subcontractor shall maintain all records and documents relating to the terminated portion of this subcontract for 3 years after final settlement. This includes all books and other evidence bearing on the Subcontractor's costs and expenses under this Subcontract. The Subcontractor shall make these records and documents available to Princeton, at the Subcontractor's office, at all reasonable times, without any direct charge. If approved by Princeton, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

G6. DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Subcontractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this subcontract including any extension, or fails to complete the work within this time, Princeton may, by written notice to the Subcontractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, Princeton may take over the work and complete it by subcontract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work.

The Subcontractor and its sureties shall be liable for any damage to Princeton or the Government resulting from the Subcontractor's refusal or failure to complete the work within the specified time, whether or not the Subcontractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Princeton in completing the work.

(b) The Subcontractor's right to proceed shall not be terminated nor the Subcontractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Subcontractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Subcontractor in the performance of a contract with Princeton, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Subcontractor and the lower-tier subcontractors or suppliers; and

(2) The Subcontractor, within 10 days from the beginning of any delay (unless extended by Princeton's Subcontract Administrator), notifies Princeton's Subcontract Administrator in writing of the causes of delay. Princeton's Subcontract Administrator shall ascertain the facts and the extent of delay. If, in the judgment of Princeton, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of Princeton shall be final and conclusive on the parties, but subject to appeal under the Disputes Resolution clause.

(c) If, after termination of the Subcontractor's right to proceed, it is determined that the Subcontractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Princeton.

(d) The rights and remedies of Princeton in this clause are in addition to any other rights and remedies provided by law or under this subcontract.

If the contract is for dismantling, demolition, or removal of improvements, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) (1) If the Subcontractor refuses or fails to prosecute the work, or any separable part, with the diligence that will insure its completion within the time specified in this subcontract, including any extension, or fails to complete the work within this time, Princeton may, by written notice to the Subcontractor, terminate the right to proceed with the work or the part of the work that has been delayed. In this event, Princeton may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work.

(2) If title to property is vested in the Subcontractor under this subcontract, it shall revest in the Government regardless of any other clause of this subcontract, except for property that the Subcontractor has disposed of by bona fide sale or removed from the site.

(3) The Subcontractor and its sureties shall be liable for any damage to Princeton or the Government resulting from the Subcontractor's refusal or failure to complete the work within the specified time, whether or not the Subcontractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Princeton in completing the work.

G7. SUSPENSION OF WORK (APR 1984)

(a) Princeton may order the Subcontractor, in writing, to suspend, delay, or interrupt all or any part of the work of this subcontract for the period of time that Princeton determines appropriate for the convenience Princeton.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of Princeton in the administration of this subcontract, or (2) by Princeton's failure to act within the time specified in this subcontract

(or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this subcontract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the subcontract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Subcontractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this subcontract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Subcontractor shall have notified Princeton in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Subcontract.

G8. DIFFERING SITE CONDITIONS (APR 1984)

(a) The Subcontractor shall promptly, and before the conditions are disturbed, give a written notice to Princeton of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this subcontract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the subcontract.

(b) Princeton shall investigate the site conditions after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Subcontractor's cost of, or the time required for, performing any part of the work under this subcontract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the subcontract modified in writing accordingly.

(c) No request by the Subcontractor for an equitable adjustment to the subcontract under this clause shall be allowed, unless the subcontractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by Princeton.

(d) No request by the Subcontractor for an equitable adjustment to the subcontract for differing site conditions shall be allowed if made after final payment under this subcontract.

G9. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Subcontractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Subcontractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Princeton, as well as from the drawings and specifications made a part of this subcontract. Any failure of the Subcontractor to take the actions described and acknowledged in this paragraph will not relieve the Subcontractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to Princeton.

(b) Princeton assumes no responsibility for any conclusions or interpretations made by the Subcontractor based on the information made available by Princeton. Nor does Princeton assume responsibility for any understanding reached or representation made concerning conditions that can affect the work by any of its officers or agents before the execution of this subcontract, unless that understanding or representation is expressly stated in this subcontract.

G10. SUPERINTENDENCE BY THE SUBCONTRACTOR (APR 1984)

At all times during performance of this subcontract and until the work is completed and accepted, the Subcontractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to Princeton and has authority to act for the Subcontractor.

G11. OTHER SUBCONTRACTS (APR 1984)

Princeton may undertake or award other subcontracts for additional work at or near the site of the work under this subcontract. The Subcontractor shall fully cooperate with the other subcontractors and with Princeton's employees and shall carefully adapt scheduling and performing the work under this subcontract to accommodate the additional work, heeding any direction that may be provided by Princeton. The Subcontractor shall not commit or permit any act that will interfere with the performance of work by any other subcontractor or by Princeton employees.

G12. USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) Princeton shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, Princeton shall furnish the Subcontractor a list of items

of work remaining to be performed or corrected on those portions of the work that Princeton intends to take possession of or use. However, failure of Princeton to list any item of work shall not relieve the Subcontractor of responsibility for complying with the terms of the subcontract. Princeton's possession or use shall not be deemed an acceptance of any work under the subcontract.

(b) While Princeton has such possession or use, the Subcontractor shall be relieved of the responsibility for the loss of or damage to the work resulting from Princeton's possession or use, notwithstanding the terms of the clause in this subcontract entitled "Permits and Responsibilities." If prior possession or use by Princeton delays the progress of the work or causes additional expense to the Subcontractor, an equitable adjustment shall be made in the contract price or the time of completion, and the subcontract shall be modified in writing accordingly.

G13. LAYOUT OF WORK (APR 1984)

The Subcontractor shall layout its work from Princeton-established base lines and benchmarks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Subcontractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. The Subcontractor shall be responsible for executing the work to the lines and grades that may be established or indicated by Princeton. The Subcontractor shall also be responsible for maintaining and preserving all stakes and other marks established by Princeton until authorized to remove them. If such marks are destroyed by the Subcontractor or through its negligence before their removal is authorized, Princeton may replace them and deduct the expense of the replacement from any amounts due or to become due to the Subcontractor.

G14. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATE I (APR 1984)

(a) The Subcontractor shall keep on the work site a copy of the drawings and specifications and shall at all times give Princeton access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Princeton, who shall make a determination in writing. Any adjustment by the Subcontractor without such a determination shall be at its own risk and expense. Princeton shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of Princeton is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" Princeton, unless otherwise expressly stated.

(c) Where "as shown," “as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to Princeton by the Subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Subcontractor to explain in detail specific portions of the work required by the contract. Princeton may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this subcontract.

(e) If this subcontract requires shop drawings, the Subcontractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Princeton without evidence of the Subcontractor's approval may be returned for resubmission. Princeton’s Subcontract Administrator will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate Princeton's reasons therefor. Any work done before such approval shall be at the Subcontractor's risk. Approval by Princeton shall not relieve the Subcontractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Subcontractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Princeton approves any such variation, Princeton shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Subcontractor shall submit to Princeton for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by Princeton and one set will be returned to the Subcontractor. Upon completing the work under this subcontract, the Subcontractor shall furnish a complete

set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

G15. MATERIALS SAFETY DATA SHEET

A Materials Safety Data Sheet (MSDS) for any solvents or similar materials proposed for construction shall be submitted to Princeton one (1) week prior to bringing such materials to the project site. Princeton may require the Subcontractor to exercise special precautions in the use of said materials subsequent to review of the MSDS.

GENERAL CONDITIONS FOR CONSTRUCTION SUBCONTRACTS

GC1. RESPONSIBILITIES OF THE PRINCETON ARCHITECT-ENGINEER (MAY 2002)

(Applicable when an Architect-Engineer is designated in Subcontract Agreement.)

(a) The Architect-Engineer under a separate subcontract with Princeton, shall represent Princeton for all design preparation and construction observation during the term of the construction subcontract. The Architect-Engineer may prepare supplemental miscellaneous structural mechanical and architectural design drawings. The Subcontractor shall comply with the designs prepared by the Architect-Engineer.

(b) The Architect-Engineer has no authority to modify this construction subcontract in any respect, to issue change orders hereunder, to order extra work not required by the subcontract, to authorize extra compensation to the Subcontractors, or to waive the performance by the Subcontractor of any requirements of the subcontract.

(c) The Architect-Engineer designated by Princeton for the work covered by this Subcontract will be defined by the Subcontract Agreement between Princeton and the Construction Subcontractor. Therefore any reference to Architect-Engineer in these General Conditions shall mean the Architect-Engineer so designated by Princeton.

GC2. SUBCONTRACTOR'S PERFORMANCE (MAY 2002)

(a) It is intended, and expected, that the Subcontractor's performance under this subcontract will be conducted in a diligent and expeditious manner and that such performance shall include all actions necessary and required to complete the entire scope of work properly within the duration established, notwithstanding the fact that every item necessarily involved to complete said work may not be specifically or individually identified in the subcontract documents.

(b) For the performance of work under this subcontract the subcontractor is expected and required to furnish all labor, materials, equipment, tools, supervision and other services unless specifically stated otherwise in these subcontract documents.

(c) All work, when completed by the Subcontractor shall be delivered to Princeton in a complete, undamaged state for use and/or occupancy by Princeton.

GC3. SPECIFICATIONS BY REFERENCE (MAY 2002)

(a) Materials specified by reference to the number or symbol of a specific standard, such as Federal Specifications, a Commercial standard, ASTM Specification, NEMA or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Request for Bid except as limited to type, class or grade, or modified in such references.

(b) Materials shall conform to the requirements of the respective Federal specifications unless specifically indicated otherwise. Princeton does not have copies of Federal specifications for distribution, but they may be obtained through the business service centers of the General Services Administration Regional Offices.

GC4. STANDARD SPECIFICATIONS (MAY 2002)

(a) In procuring all items used in this work, it is the Subcontractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements.

(b) Princeton reserves the right to reject items incorporated into the work that fail to meet the specified minimum requirements. Princeton further reserves the right to accept non-complying items subject to an adjustment in the subcontract price.

GC5. CONSTRUCTION, SAFETY, HEALTH AND FIRE PROTECTION STANDARDS (MAY 2002)

(a) The Subcontractor shall take all responsible steps and precautions to protect health and minimize danger from all hazards to life and property and shall make all reports and permit all inspections deemed necessary by Princeton. All work shall be performed in accordance with the provisions of the following standards. In the event of a conflict, the Department of Labor Standards shall govern.

(1) “Occupational Safety and Health Standards” and the “Safety and Health Regulations For Construction” as promulgated by the Department of Labor.

(2) The Princeton Plasma Physics Laboratory Safety Manual

(b) Radioactivity Precautions. Areas in and around the construction site may be designated radioactive areas. To maximize the protection, health, and safety of all personnel in these designated areas, the Subcontractor's personnel shall follow all regulations of Princeton, including the wearing of Film Badges. Princeton Plasma Physics Laboratory personnel will issue the necessary badges, process them and will maintain normal service to assist the Subcontractor in

insuring the safety of his personnel. It is contemplated that radiation levels in the working areas will not be above that presently considered entirely safe by the U. S. Department of Energy.

GC6. FIRE PERMIT (MAY 2002)

The Subcontractor must without exception, notify Princeton twenty-four (24) hours in advance prior to performing any welding, burning, or similar open flame operations. No welding, burning or open flame operations shall commence without first obtaining a permit from Princeton. Upon issuance of a permit by Princeton, the Subcontractor shall protect existing equipment, materials and supplies with non-combustible covers, and shall take all other precautionary actions as directed by Princeton.

GC7. PLASMA PHYSICS LABORATORY SECURITY REQUIREMENTS (MAY 2002)

(a) All employees of the Subcontractor, lower-tier subcontractors, or material suppliers are permitted only on the project site. Princeton Security personnel will permit access and egress of Subcontractor personnel to the project site but to no other locations within the boundaries of the Princeton Plasma Physics Laboratory unless specifically authorized by Princeton. Strict adherence to the requirements set forth herein is expected.

(b) Princeton reserves the right to remove from, and deny further admission to the Laboratory, to any employee of the Subcontractor, lower-tier subcontractor or material supplier failing to comply with the requirements of this section.

(c) Each employee may be furnished with an identification badge and parking permit which he or she must display at all times while within the limits of the site. These will be furnished by Princeton at no cost to the Subcontractor, but the Subcontractor shall be responsible for their immediate return to Princeton upon the release of the employee. Notice of termination of employment should be furnished weekly to Princeton.

GC8. EXCAVATION PERMITS AND NOTICES (MAY 2002)

(a) No work shall be performed involving site excavation and alterations to existing facilities until all existing utility companies have been formally notified, in writing, of the scope of the work and all available information on existing underground utility work, including that shown on the drawings and that obtained from the utility companies and Princeton has been verified.
(b) No excavation or ground penetration whether by mechanical or manual means, deeper than twelve inches (12") is permitted on Princeton Plasma Physics Laboratory property without first receiving written approval in the form of a "Digging Permit" issued by the PPPL Maintenance and Operations Division.

GC9. NOTICE TO PROCEED (MAY 2002)

The Subcontractor shall commence work under this subcontract within ten (10) consecutive calendar days after the date of issuance of the Notice to Proceed unless said Notice to Proceed contains a specific date of commencement mutually agreed upon by Princeton and the Subcontractor prior to the issuance of the Notice to Proceed by Princeton. In the event the Subcontractor does not proceed with construction within the ten day period of Proceed Notice issuance or prior to said other date mutually agreed upon, such failure to proceed by the Subcontractor may be interpreted as just cause for termination in accordance with the terms and conditions of the General Provision titled "Default (Fixed-Price Construction)".

GC10. SHOP AHD EQUIPMENT DRAWINGS (MAY 2002)

(a) All required shop drawings, machinery details, layout drawings, working drawings, material and equipment descriptions, etc., shall be submitted through Princeton, to the Architect-Engineer, in six (6) copies for review sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking, if necessary. Two (2) weeks should be allowed for checking from the date of receipt by the Architect-Engineer. The Subcontractor, with the approval of the Architect-Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings, etc. The minimum size for any submission shall be 8-1/2" x 11" and the maximum size shall be the size of the Subcontract Drawings. All shop drawings, etc. and/or printed matter submitted shall be properly identified by project and specific application with reference to Subcontract Drawing Number and specification items, and shall include the following additional information:

(1) The date of the drawings and of any and all revisions
(2) The name of the Subcontractor
(3) Name of the lower-tier subcontractor or vendor
(4) The name of the item, material or equipment detailed thereon

(b) No construction, purchase, delivery, installation or work shall be done or made on any part or feature of this Subcontract that is dependent upon shop drawing review until such review has been received from the Architect-Engineer. If the Subcontractor proceeds without reviewed shop drawings, it shall be at his own without reviewed drawings, it shall be at his own risk. No claim by the Subcontractor for extension of the Subcontract period of performance will be granted by reason of his failure in this respect. (See also "Shop Drawing Schedule" if one is listed 1n the Special Conditions for Construction.)
(c) Shop drawings, etc., or printed matter shall give all dimensions, sizes, etc. to enable the Architect-Engineer to determine suitability of the construction, installation, material or layout for the purposes intended. Where needed for clarity, the drawings shall include outline sectional views and detailed working dimensions and designations of the kind of material, machine work, finish, etc., required. The drawings to be submitted shall be coordinated by the Subcontractor with any other drawings previously reviewed and with the design

and function of any equipment or structure and the subcontract drawings.

(d) Any shop drawings, etc., submitted without the Subcontractor's stamp of approval will not be considered and will be returned to the Subcontractor for proper submission. By approving and submitting shop drawings, etc., the Subcontractor thereby represents that he or she has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so and that he or she has checked and coordinated each shop drawing, etc. with the requirements of the work and of the Subcontract Documents.

(e) If any drawings show variations from the requirements of the subcontract because of standard shop practice and/or other reasons, the Subcontractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of the subcontract price and/or time; otherwise, the Subcontractor will not be relieved of the responsibility for executing the work 1n accordance with the subcontract even though the drawings have been approved.

(f) After review, the submittals will be stamped "No Exceptions Taken," "Make Corrections Noted," "Amend and Resubmit," or "Rejected - See Remarks." Three (3) prints of "No Exceptions Taken" or "Make Corrections Noted" drawings will be returned to the Subcontractor for his use and for distribution to his suppliers and/or subcontractors. In the case of those stamped "Amend and Resubmit" or "Rejected - See Remarks," one (1) print will be returned to the Subcontractor who shall make all indicated corrections and resubmit six (6) prints.

(g) In any submission that is noted as "No Exceptions Taken" or "Make Corrections Noted," the review shall not extend to details or dimensions and shall not relieve the Subcontractor from his responsibility for compliance with the Subcontract Drawings and the Technical and Performance Specifications.

(h) When the Subcontractor proposes a revision to a previously submitted shop drawing, etc., six (6) copies shall be resubmitted for review. This resubmittal shall clearly indicate, in a revision block, the date, the description and location of the revision. The Subcontractor's letter of transmittal shall state the reasons for the revision.

(i) The Subcontractor shall maintain a complete set of the reviewed submissions at the site of the work at all times.

(j) There will be no direct payment made for any of the above submittals, or reproducible drawings if required, but the cost thereof shall be considered as included in the subcontract price.

(k) The approval of the drawings by the Architect-Engineer and/or Princeton shall not be construed as a complete check, but that the shop drawings are in conformance with the design of the project and in compliance with the information given in the subcontract documents. Approval of such drawings will not relieve the Subcontractor of the responsibility for any error that may exist. Any fabrication, erections, settings or other work done in advance of the receipt of approved drawings shall be done entirely at the Subcontractor's risk.

(l) The Architect-Engineer shall be responsible for submitting at least one (1) copy of final approved shop drawings to Princeton; however, the Subcontractor shall be responsible for keeping approved shop drawings at the Project Site. Any work performed by the Subcontractor that requires shop drawings may be halted by Princeton or Princeton's designated Architect-Engineer, if the Subcontractor does not have a copy of the approved shop drawing at the Project Site. If work is halted Princeton will not permit the recommencement of the work until the Subcontractor produces the final approved shop drawing.

(m) Princeton reserves the right to modify the procedures established herein if Princeton determines that such modifications are beneficial to Princeton, the Architect-Engineer or the Subcontractor and such procedural modifications do not (1) increase cost, (2) decrease quality, (3) increase construction duration, (4) circumvent established safety standards or (5) deviate from acceptable professional construction practice.

GC11. SAMPLES, CERTIFICATES AND TESTS (MAY 2002)

(a) The Subcontractor shall submit all samples, materials certified test reports, materials certificates, certificates of compliance, affidavits, etc. as called for in the Subcontract Documents or required by Princeton, promptly after the issuance of the Notice to Proceed. No such materials and/or equipment, etc. shall be manufactured or delivered to the site, except at the Subcontractor's own risk. until the required samples, certificates/tests/etc., have been approved in writing by Princeton. Any delay in the work caused by late or improper submission of the above for approval shall not be considered just cause for an extension of the Subcontract time.

(b) Samples. Unless otherwise specified the Subcontractor shall furnish the required samples without charge, and shall provide every facility for the securing of material samples. He or she shall provide means and assist in the verification of all scales, measures and other devices that he or she operates. Samples to be submitted shall be taken by an Architect-Engineer designated by Princeton or a laboratory approved by Princeton, unless otherwise specified. All materials being used shall be subject to resamp1ing and testing at any time during their preparation and/or use. All samples submitted by the Subcontractor shall be properly identified to include, but not be limited to, the project name, project number item number and description of material, name of the producer, place of origin and other detailed information which will assist Princeton or the Architect-Engineer in passing upon acceptabi1ity of the sample. Certified test reports, materials certificates and/or certificates of compliance required to be submitted with the samples or, if

permitted, in lieu of samples, shall conform to the requirements stated hereafter.

(c) Certified Test Report. A certified test report shall be a document containing a list of the dimensional chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify that the materials meet the requirements of the Subcontract Drawings, and the Subcontract Technical and Performance Specifications, and shall also include the following information:

(1) Item number and description of material
(2) Date of manufacture
(3) Date of testing
(4) Name of organization to whom the material is consigned
(5) Quality of material represented, such as batch, lot, group, etc.
(6) Means of identifying the consignment, such as label, marking, lot number, etc.
(7) Date and method of shipment
(8) Name of organization performing tests

The certified test report shall be signed by an authorized and responsible agent for the organization manufacturing the material, and it shall be notarized.

(d) Materials Certificate A materials certificate shall be a document certifying that the materials, components and equipment furnished conform to all requirements of the Subcontract Drawings and the Subcontract Technical and Performance Specifications. The document shall also include the following information:

(1) Project to which the material is consigned
(2) Name of subcontractor to whom material is supplied
(3) Item number and description of material
(4) Quantity of material represented by the certificate
(5) Means of identifying the consignment, such as label, marking, lot numbers, etc.
(6) Date and method of shipment

The materials certificate shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

(e) Certificate of Compliance. A certificate of compliance shall be a document certifying that the materials, components and equipment covered by the previously submitted certified test report and materials certificate have been installed in the work and that they conform to all the requirements of the Subcontract Drawings and Specifications. The following information shall also be required on the document:

(1) Project number
(2) Item number and description of material
(3) Quantity represented by the certificate
(4) Name of manufacturer

The certificate of compliance shall be signed by an authorized and responsible agent for the Subcontractor, and shall be notarized.

(f) Tests. Tests as required by the Technical Specifications will be made in accordance with the latest revision to the American Society for Testing and Materials in effect at the time unless otherwise indicated on the Subcontract Drawings or otherwise specified in this Subcontract. Representative preliminary samples of the material proposed for use shall be submitted, without charge, by the Subcontractor or producer for examination and tested in accordance with specified methods. All materials being used are subject to test or rejection at any time during their preparation and use. Materials will be rejected by the Architect-Engineer whenever, in his judgment, they fail to meet the requirements of the specifications. Princeton reserves the right to retest all materials which have been tested and accepted at the source of supply, after the same have been delivered, and to reject all materials which, when retested, do not meet the requirements of the specifications.

(g) Approval/Acceptance. Approval of materials shall be general only and shall not constitute a waiver of Princeton's right to demand full compliance with Subcontract requirements. After actual deliveries the Architect-Engineer will have such check tests made as he or she deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories fail to meet check tests have been incorporated in the work, the Architect-Engineer will have the right to cause their removal and replacement by proper materials or to demand such reparation by the Subcontractor as is equitable. Princeton may accept a material or combination of materials and therefore waive noncomplying test results provided that all of the following conditions are met:

(1) Results of prior and subsequent series of tests of the material or materials from the same source or sources are found satisfactory.

(2) The incidence and degree of nonconformance with the specification requirements are, in Princeton's judgment or the judgment of the Architect-Engineer within reasonable and practical limits.

(3) The Subcontractor has diligently exercised material controls consistent with good practices in Princeton's judgment or the judgment of the Architect-Engineer.

(4) No adverse effect on the value of serviceability of the completed work could result.

Princeton may at their discretion waive testing of extremely minor quantities of material when such material is obtained from sources that are presently on test.

(h) Costs. Except as otherwise specifically stated in the Subcontract, the costs of sampling and testing will be divided as follows:

(1) The Subcontractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by specific direction from Princeton.

(2) The Subcontractor shall assume all costs of retesting materials that fail to meet Subcontract requirements.

(3) The Subcontractor shall assume all costs of testing materials offered in substitution for those found deficient or for those specified.

GC12. SUBSTITUTIONS (MAY 2002)

Any reference in the Divisions of this Specification to any article, device, product, material, fixture, system or type of construction by proprietary name, make or catalog number shall be interpreted as establishing a standard of quality, and shall not be construed as limiting competition. The Subcontractor may, at his option, use any article, device, product, material, fixture, system or type of construction that in the judgment of Princeton is equal to that specified. All requests for substitution must be submitted in writing within thirty(30) days after signing of the Subcontract for construction. Refusal by Princeton to permit substitutions may be based on any characteristics of material or other factors that in the opinion of Princeton are relevant to a determination of equivalence. Any additional costs arising from the use of a substitution requested by the Subcontractor shall be borne by the Subcontractor.

GC13. INVOICES/CERTIFICATIONS (MAY 2002)

The Subcontractor's request for payment shall consist of an invoice addressed to "Princeton University, Plasma Physics Laboratory, P. O. Box 451, Princeton, NJ 08543, Attention: General Accounting, Subcontract No. S-_____," and documents supporting the request for payment.

GC14. REPORTS (MAY 2002)

(a) The Subcontractor shall submit certified payrolls required by General Provisions entitled "Payrolls and Basic Records" to Princeton's Subcontract Administrator within seven 7 consecutive calendar days after the last day of the payroll week.

(b) The Subcontractor shall complete and execute a Statement of Compliance for each certified payroll submitted.

GC15. PROGRESS MEETINGS (MAY 2002)

(a) Construction progress meetings will be held as directed by Princeton. The Subcontractor shall make all arrangements to have his design professionals, construction forces and lower-tier subcontractors represented at these meetings by individuals with authority to make commitments for and act for the concerns represented. The purpose of these meetings shall be primarily to review the progress and eliminate construction and material problems. The Subcontractor shall assume full responsibility to act for and commit any lower-tier subcontractor.

(b) The Subcontractor shall be prepared to indicate the proposed work schedule for the period immediately following the meeting date, and to indicate anticipated difficulties for resolution by the group as a whole.

(c) The representatives of the Subcontractor and his lower-tier subcontractors shall bring complete, current information to each meeting relative to future job progress, as affected by equipment, materials, delivery, shop drawings, inspections or other factors. Any questions not resolved during the meetings will be acted upon expeditiously by the individuals concerned.

(d) Any conclusions reached in the discussion at the meeting will be expressly for clarification and coordination of the work and will in no way modify, alter or otherwise affect the terms of the subcontract.

GC16. CONSTRUCTION OPERATIONS AND PROCEDURES (MAY 2002)

(a) All operations of the Subcontractor (including storage of materials) shall be confined to areas authorized or approved by Princeton. No unauthorized or unwarranted entry upon, passage through or storage or disposal of materials shall be made upon areas not so authorized or approved. The Subcontractor shall hold and save the Government, Princeton and their officers and agents free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on areas other than those authorized or approved by Princeton.

(b) The Subcontractor shall use only such established roadways as may be authorized by Princeton. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by an applicable Federal, State or local law or regulation and when it is necessary to cross curbing, sidewalks, or lawns, protection against damage shall be provided by the Subcontractor and any damaged roads, curbing, sidewalks or lawns shall be repaired by and at the expense of the Subcontractor.

(c) During the course of construction, all existing facilities and all buildings will continue in operation and the area will be occupied by Plasma Physics Laboratory operating personnel. The Subcontractor shall arrange his work in such a manner as to cause a minimum of interference to Princeton's daily operations.

GC17. UTILITY SHUTDOWNS (MAY 2002)

(a) The scheduling of shutdowns and other interruptions of existing utilities shall have the approval of Princeton. No shutdowns will be allowed without prior clearance. Shutdown time shall be held to a minimum.

(b) Interruptions to the existing services (water, steam, etc.) shall be made during the period Saturday 8:00 A.M. to Sunday 12:00 Noon. Depending on operating schedules, Princeton may allow short shutdowns of utility systems for minor connections

during normal Laboratory operating periods. Seven (7) days prior to any required shutdown the Subcontractor shall submit written notification to Princeton requesting the shutdown. The Subcontractor shall arrange his work so the number of shutdowns and the period of each shutdown will be kept to a minimum. Any premium time or additional costs incurred by the Subcontractor in the course of these shutdowns shall be at the expense of the Subcontractor and shall be considered as being included in his subcontract price.

(c) Except as otherwise provided, the time and date agreed upon for shutdown periods shall occur during "Off Peak" hours of Princeton's operation or non-working hours; all shutdown work shall be performed on an overtime basis. The performance of this work at such times shall not result in additional expense to Princeton.

GC18. PROTECTION DURING CONSTRUCTION OPERATIONS (MAY 2002)

(a) The Subcontractor shall use extreme caution in protecting any existing materials, supplies and equipment of every description, all new materials and apparatus being installed hereunder and the work, materials, or apparatus employed by others. All reasonable requests to enclose or specially protect such property shall be complied with. If, as determined by Princeton, material equipment and supplies and work performed are not a adequately protected by the Subcontractor, such property may be protected by Princeton or the Government and the cost thereof may be charged to the Subcontractor or deducted from any payments due him.

(b) The Subcontractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by Princeton. Materials shall be stored so as to insure the reservation of their quality and fitness for the work and shall be located so as to facilitate prompt inspection. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and when directed, shall be placed in weatherproof buildings. Stored materials, even through approved before storage, must meet the requirements of the Specifications at the time it is proposed to use them.

(c) The Subcontractor shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by Princeton. The Subcontractor shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

(d) In the event of an emergency affecting the safety of life or property, including adjoining property, the Subcontractor, without special instructions or authorization from Princeton, is authorized to act at his discretion to prevent such threatened loss or injury, and he or she shall so act. He or she shall likewise act if instructed to do so by Princeton. Any compensation claimed by the Subcontractor on account of such emergency work will be determined by Princeton as provided in the General Provisions entitled "CHANGES."

GC19 JOB CONDITIONS - TEMPORARY FACILITIES (MAY 2002)

(a) Electric Power, Steam and Water. Electric power, steam and water, in quantities sufficient for the Subcontractor's requirements for performing the work, will be furnished by Princeton without charge. The Subcontractor shall at his own expense, provide, install, and maintain all equipment connections and temporary lines necessary to tie into Princeton services where and in a manner designated by Princeton and to convert the service derived there from in a manner that makes it useful for construction operations. Temporary lines shall be disconnected and/or removed as directed by Princeton.

(b) Telephone. Any telephone service necessary to the Subcontractor will be installed by him. and he or she shall pay the charges for installation and service.

(c) Transportation of Equipment and Materials. Unless otherwise specified, it shall be the Subcontractor's responsibility to transport, to load and unload at the job site all equipment and materials used by him at his own expense.

(d) Temporary Buildings (storage sheds, shops, offices, etc.) Temporary buildings may be erected by the Subcontractor only with the approval of Princeton and shall be built with labor and materials furnished by the Subcontractor without expense to Princeton or the Government. Such temporary building and/or utilities shall remain the property of the Subcontractor and shall be removed by him at his expense upon completion of the work. With the written consent of Princeton, such building and/or utilities may be abandoned and need not be removed.

(e) Temporary Heating. The Subcontractor shall provide temporary heat, as necessary to protect all the work and materials against dampness and cold, to dry out work and to facilitate the completion of the work. The Subcontractor shall maintain any critical installation temperatures called for in the specifications for the various branches of the work in those spaces where such work is being performed. The maintenance of proper heat, ventilation and adequate drying out of the work are the responsibilities of the Subcontractor and any work damaged by dampness or insufficient or abnormal heat, shall be replaced to the satisfaction of Princeton and at the expense of the Subcontractor. The Subcontractor may employ the permanent heating system as specified under this Subcontract for temporary heating purposes. The permanent heating equipment used for temporary heat, when no longer required for such purposes, shall be thoroughly checked, reconditioned and repaired as required to bring it to the standards required by the specification, at no cost to Princeton. Temporary electrical power for construction purposes shall not be used as fuel for electrical resistance heaters except as approved by

Princeton. All temporary installations required for temporary heating shall be removed by the Subcontractor, when no longer required, at no cost to Princeton.

(f) Temporary Lighting. The Subcontractor shall install and maintain temporary lighting throughout the project to enable all trades to adequately perform their work, and to conform to safety and security requirements.

(g) Sanitary Facilities. The Subcontractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of toilets shall be placed as required by the Federal Department of Labor "Safety and Health Regulations for Construction." Drinking water shall also be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single source containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health/sanitary regulations. Use of existing Princeton facilities is not permitted unless specifically authorized by Princeton. All temporary sanitary facilities provided by the Subcontractor shall be removed at the Subcontractor's expense subsequent to the completion of construction.

GC20. ALTERATION WORK (MAY 2002)

(a) No cutting of, or alteration work to an existing building shall be initiated until a schedule of operations is approved by Princeton. Proper protection shall be provided around all areas in which demolition or alteration work is to be carried on so as to prevent dirt or dust from entering active portions of the existing buildings.

(b) The alteration work shall consist of all modifications necessary to the existing building to accommodate the new construction and alterations as shown or specified, including all work as is reasonably inferable from the specific work shown or specified in order to produce a complete job ready for Princeton's operation.

(c) As deemed necessary by Princeton, mechanical and electrical lower-tier subcontractors shall make all necessary arrangements with the Subcontractor for performance of temporary protection and patching work including painting for which they are responsible.

(d) Where equipment, fixtures or apparatus are removed from back of finished surfaces, the existing piping, conduit or ductwork shall be capped or sealed as directed by the Architect-Engineer so as to permit patching and refinishing of these surfaces. Where required, metal cover plates shall be installed to identify these locations. Where existing electrical equipment, fixtures or apparatus are removed, the existing wiring, conduit, etc., shall be removed back to the nearest junction box where leads shall be properly insulated and terminated in an approved manner and/or as directed by Princeton.

(e) Where piping, valves, conduit, ductwork, etc. are required to be removed, altered or tapped for new connections or extensions, disconnecting and removal work shall be done in such a manner as to prevent damage to the remaining work, the building or its contents. Wherever existing remaining work, equipment, materials or finishes are damaged in making such removals, the Subcontractor shall be responsible for the full resulting cost. No existing piping, fittings, or valves, conduit, wire, switches and other related work, once removed, shall be permitted to be reused unless specifically so provided in the subcontract documents. Where parts of existing systems are altered, the remaining systems shall be balanced as required for proper operation. Wherever existing pipe or duct covering or insulation is removed on existing work which is required to remain, such covering or insulation shall be replaced with new covering of a kind similar to that existing.

(f) The Subcontractor shall do all cutting and patching which may be necessary to complete the work, except that no structural members shall be cut or notched so as to interfere with the structural integrity of the structure without specific approval of Princeton. All patching shall be done to match adjoining or adjacent work.

(g) All patching and refinishing shall be done with materials and in such manner as to match adjoining work. Patchings shall be assigned to, and done by, the appropriate trade. Refer to additional requirements relating to cutting and patching elsewhere in the specifications.

GC21. NON-INTERFERENCE WITH PRINCETON OPERATIONS (MAY 2002)

(a) The Subcontractor shall acquaint itself with the general character of Princeton's operations prior to commencing work and shall so schedule his work to avoid interference therewith. The sequence of demolition and alteration operations shall be in accordance with a schedule of subcontract operations approved by Princeton and Princeton's designated Architect-Engineer.

(b) All Subcontractor activities within the area of Princeton operations shall be carefully coordinated with Princeton and scheduled at least ten (10) consecutive calendar days in advance of anticipated occurrence. Unavoidable interference with Princeton operations shall not be carried out without Princeton's written approval.

(c) Work scheduling shall take into full consideration the requirements of Princeton with respect to minimal disruption of existing functions by demolition and alterations, including the following:

(1) Electrical, gas, water, telephone and drainage service
(2) Accessibility to existing areas
(3) Parking areas
(4) Fire and emergency exits
(5) Relocation and functional maintenance of affected facilities

GC22. TEMPORARY PARTITION AND CLOSURES (MAY 2002)

(a) The Subcontractor shall provide temporary dust-proof partitions or properly hung tarpaulins, depending on the type of work to be done, between existing construction being altered and areas occupied by Princeton. The Subcontractor shall construct partitions of wood studs and suitable sheathing, and shall provide glass wool insulation between framing and existing surfaces in order to protect them from damage, and to obtain a dust-tight seal.

(b) Where operations and facilities in existing buildings are exposed to the weather due to work specified, the Subcontractor shall provide temporary closures for their protection. The Subcontractor shall remove the temporary closures as the work progresses and the existing and new construction is closed in. The Subcontractor shall protect all exterior openings, whether through roofs or walls, and keep openings weatherproof and watertight at all times. The Subcontractor shall be responsible for the protection of temporary openings in exterior walls and roof.

(c) All costs for temporary closures, partitions and other temporary protection shall be included in the subcontract price.

GC23. INGRESS, EGRESS AND CIRCULATION (MAY 2002)

(a) Subcontractor shall be responsible for performing construction activities in such manner to maintain essential ingress and egress for visitors and occupants of Princeton-occupied areas, including freight traffic, and to continuously maintain all required emergency exits from and circulation between existing facilities. Passageways for emergency exits shall be kept continuously free from debris, construction equipment, tools, stockpiles of materials, and other hazards to speedy evacuation. The Subcontractor shall provide all necessary temporary work, including lighting, heating, handrails, crosswalks, directional signs and other temporary safety measures as prudence and good practice may dictate and in accordance with Public Law, to obtain and maintain all such ingress, egress and circulation requirements.

(b) At all times, the entire project and site, including all egress and ingress over the site, shall be maintained clean and free of all snowfall to the extent that work and inspection of the work may proceed.

GC24. SHORING, BRACING AND BARRICADES (MAY 2002)

(a) It shall be the responsibility of the Subcontractor to provide and maintain sufficient and adequate shoring and bracing of any existing structure or earth bank during the performance of work under this subcontract. The shoring and bracing shall be constructed in such a manner as will prevent all deflection, settlement, and movement of any existing structure or earth bank, and will permit the work to be performed without damaging any existing structure.

(b) The Subcontractor shall provide all permanent and temporary bracing, shoring and anchoring that the nature of the work may require, in order to make the construction stable, secure and safe, even where such items are not specifically called for. The Subcontractor will be held responsible for any damage resulting from inadequate shoring, bracing or anchoring.

(c) Barricades and lights shall be furnished by the Subcontractor as necessary to meet safety requirements.

GC25. WEATHER CONDITIONS/WORK IN FREEZING WEATHER (MAY 2002)

(a) In the event of temporary suspension of work, or during inclement weather, or whenever Princeton shall direct, the Subcontractor will and will cause his lower-tier subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of Princeton, any work or materials shall have been damaged or injured by reason of failure on the part of the Subcontractor or any of his lower-tier subcontractors so to protect his and their work, such materials shall be removed and replaced at the expense of the Subcontractor.

(b) Unless written permission is given, work liable to be affected by frost or freezing shall be suspended during freezing weather. When work proceeds under such a condition, the Subcontractor shall provide approved facilities for heating the materials and for protecting the finished work.

GC26. DISPOSAL AND SALVAGE (MAY 2002)

(a) Materials and items designated by Princeton to be salvaged, whether or not such materials and items are specified or indicated on drawings to be salvaged, shall be delivered to Princeton at a location on site as directed.

(b) Items designated for reuse shall be salvaged, refurbished and suitably stored until reuse.

(c) All debris and products of demolition not designated for reuse, salvage, and/or delivery to Princeton shall be removed from the premises by the Subcontractor.

GC27. PUMPING AND DRAINAGE (MAY 2002)

(a) The Subcontractor shall provide all pumping and drainage of ground water or water from any source whatsoever from within the areas of the project until acceptance of the project. The Subcontractor shall keep all areas dry as required for the installation of all work and shall prevent damage to the work already installed, including adjacent property.

GC28. EXPLOSIVES (MAY 2002)

The use of explosives will not be permitted.

GC29. INTOXICATING LIQUORS (MAY 2002)

The Subcontractor shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the site of the work specified in this subcontract or up on any of the grounds occupied by it or by its employees.

GC30. UTILIZATION OF PRINCETON EMPLOYEES (MAY 2002)

The Subcontractor shall not hire or retain any employee of Princeton in the performance of this subcontract.

GC31. EATING FACILITIES (MAY 2002)

Existing eating facilities within Princeton premises are available for the Subcontractor's use.

GC32. MATERIALS AND WARRANTIES (MAY 2002)

The Subcontractor will collect all vendor warranties and give same to the designated Princeton Project Representatives. He or she shall endeavor in procurement to give the benefits of the warranties directly to Princeton.

GC33. OPERATING AND MAINTENANCE MANUALS (MAY 2002)

(a) If the Technical and Performance Specifications do not require otherwise, the Subcontractor shall furnish a minimum of three (3) copies of manufacturer's catalogues, maintenance and operating instructions as well as cuts, diagrams, spare parts lists, manufacturer's standard printed installation recommendations, instructions and start-up procedures of all equipment and machinery provided under this subcontract. Sufficient information shall be furnished in order to describe completely the design basis and operation and maintenance procedures for each complete system including all operating parts. Each document shall be marked with the project name as it appears in the Specifications.

(b) The manuals shall be bound, divided into systems, indexed by section tabs, and numerically indexed in the front of each binder. One (1) completed sample binder, assembled and containing full information, shall be submitted for approval of the Architect-Engineer prior to preparation and submission of the remainder of the manuals.

GC34. AS-BUILT DRAWINGS (MAY 2002)

(a) The Subcontractor shall provide itself with a set of black line prints of the Subcontract Drawings for the purpose of keeping a complete record of installations of all special equipment and shall indicate all deviations from the Subcontract Drawings. All information shall put on in a neat, legible and accurate manner. All changes, revisions, or additions made in the installation of the work, which differs from, that required by the Subcontract Drawings shall be noted. During the progress of the work, a record shall be kept of conduit, piping and duct layout and all deviations from the drawings. Each week, all deviations shall be entered neatly and correctly in colored pencil on a paper print of the drawings affected, and the prints shall be kept available at the site for inspection.

(b) When the work is completed, and prior to requesting approval, the Subcontractor shall submit one set of final, corrected prints for review. All required changes shall be entered on reproducible drawings by a competent draftsman. The reproducibles shall be signed by the Subcontractor as a certification of accuracy and completion of the work in accordance with the approved construction plans and the Technical and Performance Specifications or approved modifications thereof. All as-built reproducible drawings required under this Subcontract shall be submitted on Mylar 135 Reverse Process Chronoflex, which may be utilized by Princeton for future reproduction.

(c) Failure on the part of the Subcontractor or any of his lower-tier Subcontractors to submit the required reproducible “as-built” drawings shall be just cause for Princeton to withhold final payment from the Subcontractor until compliance with the complete requirements of this section is demonstrated to the satisfaction of Princeton. All costs associated with the maintenance of as-built drawings, drafting and transfer of information to reproducible mylars and reproduction costs shall be borne by the Subcontractor and at no additional cost to Princeton.

(d) Princeton reserves the right to waive the requirements of this section in total, or in part, if Princeton determines that such waiver action is in the benefit of, or advantage to, Princeton.

GC35. CLEANING UP (MAY 2002)

The Subcontractor shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste materials or rubbish, and prior to completion of the work remove any rubbish from about the premises and all too1s, scaffolding, equipment and materials not the property of Princeton. Upon completion of the construction, the Subcontractor shall leave the work and premises in a condition satisfactory to Princeton. Trash and combustible materials shall not be allowed to accumulate in the building or elsewhere on the premises. Trash burning on the site will not be permitted.

FAR CLAUSES INCORPORATED BY REFERENCE ON FOLLOWING PAGE

PPPL General Provisions for Non-Commercial Subcontracts
Part G - Provisions and Conditions for
Fixed Price Construction Subcontracts

GF1. CLAUSES, STATUTES OR EXECUTIVE ORDERS INCORPORATED BY REFERENCE: The Subcontractor agrees to comply with the following Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses by reference, as they exist on the effective date of this contract, with the same force and effect as if they were in full text. For FAR provisions incorporated by reference, "Government" means "Princeton", Contracting Officer" means "Princeton Plasma Physics Laboratory's Procurement Division Buyer or Subcontract Administrator", except where statute or regulation vests authority exclusively in specific agencies or individuals, and "Contractor" means "Supplier". The FAR clauses are available through the General Services Administration (GSA) at http://www.acqnet.gov/far/ , and the DEAR clauses area available at the following web site http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Acquisition+Regulation?OpenDocument , or they may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. To the maximum extent practicable, the Subcontractor shall incorporate, and require its subcontractors, divisions, subsidiaries or affiliates at all tiers to incorporate commercial items or non-developmental items as components of items to be supplied under this Agreement. The Subcontractor is not required to include any FAR provisions or clauses other than those listed below to the extent that they are applicable and as may be required to establish the reasonableness of prices under FAR 15, in a subcontract at any tier for commercial items or components. The Subcontractor shall include the terms of this clause, including this statement, in lower-tier subcontracts awarded under this Agreement.

No.	Clause Title	FAR Reference
GF1-1	DAVIS-BACON ACT – SECONDARY SITE OF WORK	52.222-5
GF1-2	DAVIS-BACON ACT	52.222-6
GF1-3	WITHHOLDING OF FUNDS	52.222-7
GF1-6	PAYROLLS AND BASIC RECORDS	52.222-8
GF1-5	APPRENTICES AND TRAINEES	52-222-9
GF1-6	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	52-222-10
GF1-7	SUBCONTRACTS (LABOR STANDARDS)	52.222-11
GF1-8	CONTRACT TERMINATION – DEBARMENT	52.222-12
GF1-9	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	52.222-13
GF1-10	DISPUTES CONCERNING LABOR STANDARDS	52.222-14
GF1-11	CERTIFICATION OF ELIGIBILITY	52.222-15
GF1-12	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	52.222-27
GF1-13	BUY-AMERICAN ACT - CONSTRUCTION MATERIALS (For subcontracts less than $7,443,000)	52.225-9