

**PPPL General Provisions for Non-Commercial Items or Services
Part J - Fixed-Price Architect-Engineer Services Subcontracts**

Reference List

SUBCONTRACT NO. _____

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

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ADDITIONAL APPLICABLE CLAUSES

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J1. RESPONSIBILITY OF THE ARCHITECT-ENGINEER SUBCONTRACTOR (APR 1984)

(a) The Subcontractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Subcontractor under this subcontract. The Subcontractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither Princeton's review, approval or acceptance of, nor payment for, the services required under this subcontract shall be construed to operate as a waiver of any rights under this subcontract or of any cause of action arising out of the performance of this subcontract, and the Subcontractor shall be and remain liable to Princeton in accordance with applicable law for all damages to Princeton and/or the Government caused by the Subcontractor's negligent performance of any of the services furnished under this subcontract.

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

(d) If the Subcontractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

J2. WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

The extent and character of the work to be done by the Subcontractor shall be subject to the general oversight, supervision, direction, control, and approval of Princeton.

J3. REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)

Architects or engineers registered to practice in the particular professional field involved in a State, the District of Columbia, or an outlying area of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

J4. CHANGES--FIXED-PRICE (AUG 1987) (ALTERNATE III) (APR 1984)

(a) Princeton may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in the services to be performed.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this subcontract, whether or not changed by the order, Princeton shall make an equitable adjustment in the subcontract price, the delivery schedule, or both, and shall modify the subcontract.

(c) The Subcontractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if Princeton

decides that the facts justify it, Princeton may receive and act upon a proposal submitted before final payment of the subcontract.

(d) If the Subcontractor's proposal includes the cost of property made obsolete or excess by the change, Princeton shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes Resolution clause. However, nothing in this clause shall excuse the Subcontractor from proceeding with the subcontract as changed.

(f) No services for which an additional cost or fee will be charged by the Subcontractor shall be furnished without the prior written authorization of Princeton's Subcontract Administrator.

J5. LOWER TIER SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (AUG 1998))

Any lower-tier subcontractors and outside associates or consultants required by the Subcontractor in connection with the services covered by the subcontract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Subcontractor shall obtain Princeton's written consent before making any substitution for these lower-tier subcontractors, associates, or consultants.

J6. PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010)

(a) Estimates shall be made monthly of the amount and value of the work and services performed by the Subcontractor under this subcontract which meet the standards of quality established under this subcontract. The estimates, along with any supporting data required by Princeton's Subcontract Administrator, shall be prepared by the Subcontractor and submitted along with its voucher.

(b) After receipt of each substantiated voucher, Princeton shall pay the voucher as approved by Princeton. Princeton shall require withholding from amounts due under paragraph (a) of this clause of up to 10 percent only if Princeton determines that such a withholding is necessary to protect Princeton's interest and ensure satisfactory completion of the subcontract. The amount withheld shall be determined based upon the Subcontractor's performance record under this subcontract. Whenever Princeton determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of Princeton, Princeton's Subcontract Administrator shall release the excess amount to the Subcontractor.

(c) Upon satisfactory completion by the Subcontractor and final acceptance by Princeton of all the work done by the Subcontractor under the "Statement of Architect-Engineer Services", the Subcontractor will be paid the unpaid balance of any money due for work under the statement, including all withheld amounts. .

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(d) Before final payment under the subcontract, or before settlement upon termination of the subcontract, and as a condition precedent thereto, the Subcontractor shall execute and deliver to Princeton's Subcontract Administrator a release of all claims against Princeton and the Government arising under or by virtue of this subcontract, other than any claims that are specifically excepted by the Subcontractor from the operation of the release in amounts stated in the release.

(e) Notwithstanding any other provision in this subcontract, and specifically paragraph (b) of this clause, progress payments shall not exceed 80 percent on work accomplished on undefinitized subcontract actions. A "subcontract 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.

J7. TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

(a) Princeton may terminate this subcontract in whole or, from time to time, in part, for Princeton's convenience or because of the failure of the Subcontractor to fulfill the subcontract obligations. Princeton shall terminate by delivering to the Subcontractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Subcontractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Princeton all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this subcontract, whether completed or in process.

(b) If the termination is for the convenience of Princeton, Princeton shall make an equitable adjustment in the subcontract price but shall allow no anticipated profit on unperformed services.

(c) If the termination is for failure of the Subcontractor to fulfill the subcontract obligations, Princeton may complete the work by subcontract or otherwise and the Subcontractor shall be liable for any additional cost incurred by Princeton.

(d) If, after termination for failure to fulfill subcontract obligations, it is determined that the Subcontractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Princeton.

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

J8. INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Subcontractor shall provide and maintain an inspection system acceptable to Princeton covering the services under this subcontract. Complete records of all inspection work performed by the Subcontractor shall be maintained and made available to Princeton during subcontract performance and for as long afterwards as the subcontract requires.

(c) Princeton has the right to inspect and test all services called for by the subcontract, to the extent practicable at all times and places during the term of the subcontract. Princeton shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If Princeton performs inspections or tests on the premises of the Subcontractor or a lower tier-subcontractor, the Subcontractor shall furnish, and shall require sub-subcontractors to furnish, at no increase in subcontract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with subcontract requirements, Princeton may require the Subcontractor to perform the services again in conformity with subcontract requirements, at no increase in Subcontract amount. When the defects in services cannot be corrected by re-performance, Princeton may (1) require the Subcontractor to take necessary action to ensure that future performance conforms to subcontract requirements and (2) reduce the subcontract price to reflect the reduced value of the services performed.

(f) If the Subcontractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with subcontract requirements, Princeton may (1) by contract or otherwise, perform the services and charge to the Subcontractor any cost incurred by Princeton that is directly related to the performance of such service or (2) terminate the subcontract for default.

J9. 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.

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(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.

NOTHING FOLLOWS