Article 25. SUB-CONTRACTORS / SUB-CONSULTANTS

The CONTRACTOR (CONSULTANT) agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the STATE. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The CONTRACTOR (CONSULTANT) may arrange for a portion/s of its responsibilities under this AGREEMENT to be subcontracted to qualified, responsible subcontractors, subject to approval of the STATE. If the CONTRACTOR (CONSULTANT) determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this AGREEMENT must be fully explained by the CONTRACTOR (CONSULTANT) to the STATE. As part of this explanation, the subcontractor (sub-consultant) must submit to the STATE a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form (Attachment in the RFP), as required by the CONTRACTOR (CONSULTANT) prior to execution of this AGREEMENT.

The CONTRACTOR (CONSULTANT) retains ultimate responsibility for all services performed under the AGREEMENT.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this AGREEMENT including, but not limited to, the body of this AGREEMENT, Appendix A – Standard Clauses for New York STATE Contracts and Appendix B – Requirements for Federally-Aided Transportation Projects and the Request for Proposal. Unless waived in writing by the STATE, all subcontracts between the CONTRACTOR (CONSULTANT) and subcontractors (sub-consultants) shall expressly name the STATE, as the sole intended third party beneficiary of such subcontract. The STATE reserves the right to review and approve or reject any subcontract (sub-consultant), as well as any amendment to said subcontract(s), and this right shall not make the STATE a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the STATE.

The STATE reserves the right, at any time during the term of the AGREEMENT, to verify that the written subcontract between the CONTRACTOR (CONSULTANT) and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this AGREEMENT.

The CONTRACTOR shall give the STATE immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the CONTRACTOR’s (CONSULTANT’S) duties under the AGREEMENT. Any subcontract shall not relieve the CONTRACTOR (CONSULTANT) in any way of any responsibility, duty and/or obligation of the AGREEMENT.

If at any time during performance under this AGREEMENT total compensation to a subcontractor exceeds or is expected to exceed $100,000, that subcontractor shall be
required to submit and certify a Vendor Responsibility Questionnaire.