



**STATE UNIVERSITY OF NEW YORK  
CONSULTANT AGREEMENT  
(For Construction Projects)**

This Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for Contract Number \_\_\_\_\_ by and between STATE UNIVERSITY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, with its principal office located at State University Plaza, Albany, New York 12246, on behalf of State University of New York at \_\_\_\_\_, located at \_\_\_\_\_, hereinafter referred to as "University" and \_\_\_\_\_ having its principal office located at \_\_\_\_\_, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the University desires the design of the work contained in Project Number \_\_\_\_\_, titled \_\_\_\_\_

at \_\_\_\_\_, Agency Code \_\_\_\_\_, for a total fee of \$ \_\_\_\_\_, (  
*in figures* \_\_\_\_\_, (  
*in words* \_\_\_\_\_), and

WHEREAS the Consultant is willing to undertake the design of such Project for the compensation stated above,  
NOW, THEREFORE, the parties in consideration of the mutual covenants herein contained agree as follows:

**Article I  
CONSULTANT'S BASIC SERVICES**

The Consultant shall provide such professional services as may be necessary to complete the design and construction of the Project. The same shall include, but are not limited to, the following:

**SECTION A - GENERAL SERVICES**

- 1. Determination of the staffing and subconsultants necessary for the timely performance of the services required hereunder to meet the University's program requirements.
- 2. Periodically advising the University of the progress of the planning, design and construction of the Project and any anticipated delay in the same.
- 3. Attendance, together with its subconsultants, at all conferences reasonably required by the University and the taking, preparation and distribution of minutes of all such conferences.
- 4. Coordination of all the services to be provided hereunder with related projects of the University being undertaken by the Consultant or by others.

**SECTION B - SPECIFIC SERVICES**

**1. Program Phase**

- a. Attendance at orientation meetings at the Project site and University office to review the terms of this Agreement, University procedural requirements at various development phases and the Program

of the Project. For the purposes of the Agreement, the term "Program" includes: this Agreement, the Letter of Intent, the Scope of Services, State University Construction Fund Directives, and the comprehensive Project program addenda and the Program Budget.

- b. Preparation of an analysis of the following factors: educational requirements; site and property requirements; environmental influences; availability, relocation, provision and extension of all utilities; local building practices; time schedules for all phases of the Project; budget and cost forecasts; pedestrian access and egress patterns; public transportation facilities; vehicular traffic, and parking availability and nature.
- c. Review of the Program, function, scope and intent of the Project, and, when deemed necessary by the University, the preparation of drawings indicating the contract limits of the proposed construction contract.
- d. Preparation of an analysis of the site and, in the case of the rehabilitation of an existing building, the existing condition of the building, including, but not limited to, determining the location, measurement and submitting a report to the University setting forth such analysis and specifying additional information, such as topography, soil data, and municipal agency and utility company projects that may be required for the development of the Project and containing recommendations for the action necessary to obtain such information.
- e. Preparation of diagrammatic studies of the Project showing, in the case of a project involving a structure, the utilities and other structures; and, in the case of a project involving site work, the relationship of site systems to the site, services, utilities and structures.
- f. Preparation of an analysis of the probable cost of the Project, based upon square foot area, volume and/or systems involved.
- g. Preparation and submission to the University for its approval of a Program Phase Report, prepared in a format acceptable to the University, setting forth in detail the function, scope and intent of the Project. Submission of the aforesaid report by the Consultant shall constitute its acceptance of the Program, unless otherwise specified and agreed to by the University in writing.

## **2. Schematic Design Phase**

- a. Preparation, submission and presentation to the University of the architectural concept of the Project (Schematic Approach) to illustrate the fundamental character of one or more design concepts which satisfy the basic program requirements of the Project, including but not limited to, preparation of sketches in plan of the Project.
- b. Preparation and submission to the University for its approval of a Schematic Design Report, which shall include, but not be limited to:
  - 1. Such graphic material, code analysis, and information as is necessary to fully illustrate the proposed design and the construction materials of the Project and the relationship of the Project to other projects on the campus, either existing or proposed, and such other factors that may affect the design of the Project or otherwise involve or relate to the Project.
  - 2. Engineering reports analyzing and economically justifying the proposed structural, mechanical, electrical and other technical systems included in the Project.
  - 3. A cost estimate, hereinafter referred to as the "Schematic Cost Estimate", of sufficient detail to indicate that the proposed design can be constructed within the limitations of the Program Budget.

## **3. Design Manual Phase**

- a. Preparation of preliminary plans of the Project, including elevations and/or sections, which plans shall be based on the approved schematic design and the University's comments thereon and shall fully develop graphically the design, scope and concept of various systems of the Project.

- b. Preparation of outline specifications describing in narrative style design decisions in each of the technical areas, performance criteria and materials of various components and systems of the type of structure and/or site work, systems and such other work and details as may be required to complete the design of the project.
- c. Preparation, in the case of a project involving a structure, of furniture, furnishings and equipment layouts of all rooms and spaces in the Project.
- d. Preparation, in the case of a project involving a structure, of an analysis of the relationship of the designed gross and net square foot areas to programmed areas of the Project.
- e. Preparation of study perspectives and models illustrating in detail the architectural design of the Project.
- f. Preparation and submission for approval, during the preparation of preliminary plans and outline specifications, of a detailed cost estimate based upon a preliminary quantity takeoff of all work necessary for the complete construction of the Project, which estimate is hereinafter referred to as the "Design Manual Cost Estimate." The Design Manual Cost Estimate shall be in sufficient detail to demonstrate to the University that the work designed is within the University's Program Budget.
- g. Preparation and submission for approval of scope descriptions and cost estimates of such feasible design alternatives as will allow for construction contract award flexibility.
- h. Preparation and submission for approval of a Design Manual Report, incorporating design decisions, preliminary plans, outline specifications, cost estimate, time schedules and such other information required by the Design Manual Report.
- i. Presentation of the approved Design Manual Report to University representatives.

#### **4. Construction Document Phase**

- a. Preparation and submission for approval of complete final working drawings which shall clearly define all additive and/or deductive alternates and all graphic illustrations necessary to accurately bid and complete the construction of the Project. The Consultant's compensation, if any, for services in connection with alternates shall be determined in accordance with the provisions of Section D (8) of Article III hereof.
- b. Preparation and submission for approval of a complete set of final specifications in University format setting forth in detail and describing the work to be performed by the contractor and the finish and the quality of materials and workmanship to be required of the contractor.
- c. Preparation and submission for approval of a detailed cost estimate, based upon the complete contract documents, of all work necessary for the complete construction of the Project, which estimate is hereinafter referred to as the "Pre-Bid Cost Estimate." In the event the bids of all qualified, responsible and reliable contractors for the construction of the Project are in excess of the amount of the Program Budget, as of the approved bid date, the Consultant, to the extent necessary in the University's judgment to bring the cost of the Project within said Program Budget, shall revise, subject to the approval and acceptance by the University, all or any part of the drawings and specifications of the Project that the University may deem advisable or, if the construction contract for the Project has been awarded by the University, the Consultant shall prepare all credit change orders, including any necessary revisions to the drawings and specifications that the University may deem advisable to bring the cost of the Project within said Program Budget. Notwithstanding any other provisions of this Agreement, all of the foregoing services to be provided by the Consultant, under the provisions of this paragraph, shall be provided by it without reimbursement of costs or any additional compensation therefor unless the Consultant can justify to the satisfaction of the University that the factors that caused the variance between the low bid and said Program Budget were not the responsibility of the diligence and its best efforts. For the purposes of this subdivision only, the term Program Budget shall be the amount that the University is willing to spend for construction of the Project.
- d. Application to the Labor Department of the State of New York for wage schedules for each construction

contract and incorporation of the same in the specifications for each contract.

- e. Preparation and submission for approval of a Pre-Bid Report, which shall include, but not be limited to, the final working drawings and specifications and "Final Cost Estimate" to the University for its review and approval a minimum of four (4) weeks prior to the date set for the advertisement for bids from contractors. The Consultant assumes complete responsibility for the correctness, accuracy and completeness of the final working drawings and final specifications and for their coordination with the work of its subconsultants. The approval of such drawings and specifications by the University shall in no way affect or limit this responsibility of the Consultant.
- f. The assemblage and distribution of the bid documents to prospective bidders and plan rooms.
- g. The seeking of bidders, opening and analysis of bids, investigation and selection of bidders and recommendations relative to the award of each contract for the construction of each Project.

#### **5. Construction Phase - General Administration of Construction Contracts**

- a. Furnishing general administration of each construction contract awarded for the Project until final completion and acceptance by the University of the construction of the Project.
- b. Furnishing such field administration of each construction contract and inspection of the work of each contractor in an effort to guard the University against inferior materials or workmanship. The Consultant shall use all reasonable care and diligence and exercise its best efforts to see that the Project is constructed in accordance with the drawings and specifications. Through the use of such care, diligence and efforts and any action taken by the Consultant in accordance with this Agreement or under each construction contract, the Consultant does not, however, guarantee that a contractor will not breach its construction contract, but the Consultant shall use all reasonable care and diligence and exercise its best efforts to discover any breach and after it becomes aware of any breach it shall immediately notify the University thereof. In the event of such breach, the Consultant shall submit to the University its recommendations for appropriate remedial action.
- c. Arranging for and/or providing, at regular intervals, and at special times as directed by the University, field administration and inspection of each construction contract by home office personnel of the Consultant and its subconsultants who are expert in the technical areas of work involved in the Project. The Consultant shall provide such field administration and inspection on an average of not less than twice a month during the Construction Phase and shall require its subconsultants to provide such field administration and inspection not less than twice a month during the Construction Phase when work in the subconsultant's specialty is in progress. Said services shall be provided without additional compensation except that, when the total direct labor cost of the same, and a sum equal to 150 percent thereof, equals one-half of the Construction Phase Fee, additional services in the field, unrelated to any fault or omission of the Consultant or its subconsultants, required and approved in writing by the University, will be paid for by the University in accordance with the provisions of subdivision (3) of Section D and subdivision (2) of Section E of Article III hereof.
- d. Furnishing a Field Representative and such assistants as are required, where the same are requested and approved in writing by the University, to give full-time personal field administration of each construction contract and inspection of and attention to all the work to be performed by each contractor. The field administration, inspection and attention provided by the Field Representative and/or assistants shall not be in lieu of or a substitute for the administration, inspection and attention required to be furnished by the Consultant hereunder but shall be in addition thereto. The Consultant's compensation for such Field Representative and assistants shall be determined in accordance with the provisions of Section D (2) and (7) of Article III hereof.
- e. Obtaining, reviewing and approving, when the same is satisfactory, each contractor's time progress schedule. The Consultant shall use all reasonable care and diligence and exercise its best efforts to see that the completion date for the construction of the Project, as set forth in each construction contract, is met, and, to this end, it shall periodically review the construction progress and performance and advise the University of the same. Each construction contract for the Project shall provide that time is of the essence for the completion and construction of the Project and the Consultant agrees to assist the University in an

effort to achieve the specified completion date by advising the University of actions that could be taken to prevent or eliminate delays. The Contractor shall have responsibility for its time, means and methods of construction and for construction site safety.

- f. Development with each contractor of a time schedule covering the preparation and submission of all shop drawings and samples, which schedule shall be designed to avoid delays during construction and to assure an even flow of work. The Consultant shall utilize all reasonable care and diligence and exercise its best efforts to see that each contractor adheres to such schedules. The Consultant shall review and comment upon shop drawings and samples furnished by each contractor within fifteen (15) working days of receipt of the same; provided, however, the same are submitted in accordance with the aforesaid time schedule.
- g. Assumption of complete responsibility in the first instance for the interpretation of the substitution, prior concurrence of the interpretation must be obtained from the University.
- h. Taking of positive action, within the limits of the Consultant's authority hereunder and under the provisions of the applicable construction contract, to safeguard the interest of the University whenever the necessity for such action comes to the Consultant's attention.
- i. The preparation of technical documents, if any, and procedural forms for the execution of Change Orders. The solicitation of price quotes from the Contractor for proposed Change Orders and the evaluation and recommendation of the Contractor's responses. The authorization, together with the University, of all Change Orders. Except in the case of an emergency which threatens loss or injury to persons or property, neither the consultant nor any of its representatives can authorize any change order to a construction contract or change in the work covered by the construction contract. The Consultant's compensation, if any, for services in connection with change orders shall be determined in accordance with the provisions of Section D (6) of Article III.
- j. Keeping of records setting forth the field progress, the submission and processing of shop drawings and samples and the progress of the Project as it relates to each requisition for payment of each contractor.
- k. Reviewing and approving, when the same are satisfactory, partial and final requisitions submitted by construction work.
- l. Conducting of field meetings, held at regular intervals, with representatives of the various trades and of the contractors engaged in the construction of the Project and the preparation and distribution of the minutes of such meetings.
- m. Monthly submission of progress reports to the University during the Construction Phase of the Project based upon personal observation of the Consultant or its staff, which reports shall include, but are not limited to, an analysis of the construction time schedule as contrasted to field progress and anticipated delays in construction.
- n. Assemblage of written guarantees, manuals and as-built drawings required of each contractor and submission of the same to the University.
- o. Inspection of the Project thirty (30) to forty-five (45) days prior to the time the University is to take over, use, occupy or operate any part or all of the Project and furnishing a punch list and/or report to the University of contractor. The Consultant shall use all reasonable care and diligence and exercise its best efforts to see that such work items until they are satisfactorily completed.
- p. Using all reasonable care and diligence and exercising its best efforts to see that all discrepancies and deficiencies covered by guarantees provided by each contractor are promptly remedied; inspection of the Project forty-five (45) to sixty (60) days prior to the end of the one (1) year general guarantee period; furnishing a list and/or report to the University of observed discrepancies and deficiencies covered by contractor guarantees; and monitoring and inspecting the performance of the required remedial work.

## Article II



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## ADDITIONAL OBLIGATIONS AND RESPONSIBILITIES

### SECTION A - SEQUENCE OF SERVICES

Except as herein provided, the services described in Article I shall be rendered in the same sequence as they appear in this Agreement, and, where the Project includes more than one construction contract to be let by the University, the Consultant shall provide all of the services required under this Agreement for each such construction contract.

### SECTION B - SUBCONSULTANTS

The Consultant shall not engage, contract with or use the services of any subconsultant without obtaining the prior written approval of the University. The Consultant shall submit for approval a report of the scope of services to be provided by each of its subconsultants, with the latter's acknowledgment thereof. No provision of this Agreement and no approval by the University of the scope of the services to be provided by the subconsultants shall, however, be construed as an agreement between the University and any subconsultant of the Consultant or with any person, firm or corporation engaged by, contracted with, or whose services are utilized by the Consultant, or in any way affect the responsibilities of the Consultant hereunder, and, unless otherwise agreed to in writing by the University, the fees of any subconsultants retained by the Consultant shall be deemed covered by the Total Fee to be paid by the University to the Consultant.

### SECTION C - CONSULTANT'S PERSONNEL

All personnel assigned by the Consultant to the Project shall be required to cooperate fully with personnel assigned by the University to the Project, and, in the event the Consultant's personnel fail to so cooperate, they, on request of the University, shall be relieved of their duties in connection with the Project.

### SECTION D - COORDINATION

The Consultant shall designate one person who, on its behalf, shall be responsible for coordinating all of the services to be rendered by the Consultant hereunder. Such designee shall be subject to the approval of the University.

### SECTION E - DRAWINGS AND SPECIFICATIONS

The drawings and specifications prepared by the Consultant shall be in conformity with all applicable laws, governmental rules and regulations, and the requirements of the Program. The Consultant shall be responsible for obtaining all required permits, approvals and clearances from the appropriate state and local authorities with the exception only of such permits, approvals and clearances as are required to be obtained by the contractor or contractors for the Project.

### SECTION F - PATENTS

The drawings and specifications prepared by the Consultant shall not, without the prior written approval of the University, specify or require any patented article, design or process which requires payment by the University of royalties for its use or is of a proprietary nature.

### SECTION G - GRANTS AND LOANS

In the event that the University is a recipient of or applicant for a grant or loan for the Project from any individual, firm, association, corporation or foundation or from any governmental department or agency, the Consultant, without additional compensation for up to forty (40) direct labor cost hours, shall attend all conferences requested by the party making the grant or loan, submit all necessary drawings, specifications, documents, forms and estimates for the approval of such party, prepare reports for grant or loan requirements during the Construction Phase and revise any and all drawings and specifications for the Project to comply with the requirements of the aforesaid party in connection with the grant or loan; provided, however, that if, in the judgment of the University, any of such revisions are caused by a change in the requirements of the party making the grant or loan and are found to be necessary after the Consultant's performance of part of the work to be revised, the Consultant will be entitled to extra compensation for such revisions and related extra work in accordance with the provisions of Section D (3) of Article

III hereof.

#### **SECTION H - REPRODUCTIONS**

The Consultant, at its own cost and expense, shall supply reproductions of plans, specifications, reports and other data and documents pertaining to the Project for its own use, for interoffice use with its sub-consultants. The University shall be entitled to be supplied with a maximum of six (6) reproductions of any plans, specifications, reports and other data and documents required to be prepared by the Consultant pursuant to Article I hereof. Reproduction of Contract Documents for bidding/construction purposes shall be the responsibility of the Consultant, if requested by the University, and shall be reimbursed by the University for the actual cost plus 10 percent.

#### **SECTION I - CLAIMS**

In the event any claim is made or any action brought in any way relating to the design or construction of the Project, the Consultant, without additional compensation therefor, will diligently render to the University any and all architectural and engineering assistance which the University may require of the Consultant, including, but not limited to, the making of analyses and reports. Notwithstanding the foregoing, the Consultant shall not be required by the University, without extra compensation therefor, to prepare mock-ups, make tests or testify at a trial or pre-trial proceeding; provided, however, that the Consultant shall furnish such services at its own cost and expense where it is established by a judicial decree or finding that the aforesaid claim or action has arisen from the negligence of the Consultant or the failure of the Consultant to properly and fully perform its obligations and responsibilities under this Agreement.

#### **SECTION J - CHANGES AND/OR REVISIONS**

At any time during the term of this Agreement, the Consultant, upon request of the University, shall change and/or revise any and all drawings and specifications of or for the Project.

#### **SECTION K - BUDGETS**

The University shall establish a Program Budget based on the amount that the University would be willing to spend for the Project at the time the construction contract or contracts are scheduled to be bid. The estimated cost of construction of the Consultant's design of the Project shall at all times be within the applicable Program Budget unless revised in writing by the University. In the event that such estimated cost is at any time in excess of the University's Program Budget, the Consultant, to the extent necessary in the University's judgment to bring the cost of the Project within said Budget, shall revise, at its own cost and expense, subject to the acceptance and approval by the University, all or any part of the drawings and specifications of the Project that the University may deem advisable. Unless otherwise directed by the University, the cost analysis and all cost estimates referred to in subsections (1)f, (2)b, (3)f, (4)c and (4)e of Section B of Article I hereof shall be prepared by a cost analyst approved by the University.

#### **SECTION L - SUPERVISION AND DIRECTION**

The services to be performed by the Consultant hereunder shall at all times be subject to the general supervision and direction of the University. The University shall determine every question of fact which may arise in relation to the interpretation of this Agreement and performance by the parties hereto of their respective obligations and responsibilities hereunder and the decision of the University thereon shall be final, conclusive and binding upon the Consultant unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as to necessarily imply bad faith.

The University reserves the right to have the State University Construction Fund (Fund) act on its behalf at any time or during any phase of the project authorized by this Agreement. Such designation of the Fund to act on behalf of the University shall be in writing addressed to the Consultant and signed by the University.

### **Article III PAYMENT FOR SERVICES**

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## SECTION A - BASIC COMPENSATION

1. For the purposes of this Agreement, the term "Total Fee" shall mean the total compensation payable to the Consultant under the provisions of subdivisions (1), (2), (3) and (4) of this Section. The Total Fee shall be a negotiated lump sum and shall include any and all costs for subconsultants, telephone, postage, travel, meals, expressly provided in the Agreement, all of the services required to be provided by the Consultant hereunder shall be deemed to be covered by the Total Fee and the Consultant shall not be entitled to extra compensation or reimbursement of its expenses in providing the same.
2. Except as otherwise provided for herein, payment of the fee shall be divided into two parts. The first part shall correspond to the Design Phase of the work and shall equate to 80 percent of the Total Fee. The second part shall correspond to the Construction Administration Phase of the work and shall equate to 20 percent of the Total Fee.

The value of each of the design phases shall be computed as follows:

- a. Upon completion and acceptance by the University of the Program and Schematic Design Phase, a sum to 20 percent of the Total Fee.
  - b. Upon completion and acceptance by the University of the Design Manual Phase, a sum equal to 20 percent of the Total Fee.
  - c. Upon completion and acceptance by the University of the Construction Documents Phase, a sum equal to 40 percent of the Total Fee.
3. Notwithstanding the foregoing, in the event that the University, during one of the Phases of the Project, suspends all or any part of the Project, the Consultant, in lieu of the method hereinabove provided, shall be paid for its services during such Phases as follows: (1) for services performed by the Consultant prior to such suspension, a sum equal to the percentage of completion prior to the suspension; and (2) for services performed by the Consultant following the resumption of all or any part of the Project, a renegotiated sum determined by the Revised Program Budget for the work to be resumed, by the percentage of completion following the resumption of all or any part of the Project.

Substantive program changes made by the University shall, in no way, affect previous payments made to the Consultant.

4. Notwithstanding the provisions of subdivisions (1), (2) and (3) above, if the amount of the bid of the lowest qualified, responsible and reliable contractor does not exceed the University's Program Budget and if the bid is not accepted by the University within six (6) months after its approval of the final working drawings and final specifications, then, the Consultant, unless it and the University otherwise agree in writing, shall be paid only the fee earned under the Design Phase and it shall be deemed to have been released by the University from rendering any additional services hereunder.

## SECTION B - TIME OF PAYMENT OF BASIC COMPENSATION

During the Program and Schematic Design Phase, the Design Manual Phase, the Construction Documents Phase, and the Construction Phase of the Project the University shall make monthly installment payments to the Consultant. The amount of the monthly installment payments shall be in proportion to the amount of services rendered by the Consultant as determined by the University on its receipt of reports from the Consultant as to the progress of the services to be furnished in the respective phases.

## SECTION C - REIMBURSABLE EXPENSES

Except as otherwise provided for in Section H of Article II hereof, all reproductions of plans, specifications, reports and other data and documents requested by and furnished to or on behalf of the University and all required application fees in connection with the Project shall be paid for by the University on the basis of the Consultant's actual expenditure therefor; provided, however, that the Consultant shall not be entitled to any reimbursement for the cost of typing or drafting of the same.



## SECTION D - EXTRA COMPENSATION

1. Final models, photographs and other architectural renderings, as contrasted to study or preliminary models, photographs or other architectural renderings, will be paid for either on a lump-sum basis agreed to in writing by the parties hereto or on the basis of the Consultant's direct labor cost plus a sum equal to 150 percent thereof; the manner of payment to be determined by the University prior to the completion of performance of such services.
2. The furnishing of a Site Representative at the frequency and duration directed by the University. Payment for this service shall be on the basis of the Consultant's direct labor costs plus 35 percent, inclusive of all benefits and overhead. The individual and the hourly rate shall be approved by the University.
3. Special technical, engineering and/or consultation services will be paid for either on a lump-sum basis agreed to in writing by the parties hereto or on the basis of the Consultant's direct labor cost plus a sum equal to 150 percent thereof; the manner of payment to be determined by the University prior to the completion of performance of such services.
4. Testing laboratory services, topographic, utility, traffic volume, air/water quality and property surveys, test borings, construction progress photos, and, in case of the rehabilitation of an existing building, determining the location, measurement and other essential data of existing architectural, structural, mechanical, electrical and utility features, the details of which, in the judgment of the University, are grossly deficient from a review of existing information and drawings and/or a physical inspection, shall be paid for either on a lump-sum basis agreed to in writing by the parties hereto or on the basis of the Consultant's direct labor cost plus a sum equal to 150 percent services.
5. Except for changes and/or revisions prepared by the Consultant pursuant to Section B (4) c of Article I hereof, all changes and/or revisions to drawings or specifications, resulting from a significant program change of the University prior to the award of a construction contract shall be paid for either on a lump-sum basis agreed to in writing by the parties hereto or on the basis of the Consultant's direct labor cost plus a sum equal to 150 percent thereof; the manner of payment to be determined by the University prior to the completion of performance of such services. Notwithstanding any of the other provisions hereof, whenever any program change results in an increase or decrease in the estimated cost of the Project, the Consultant's Basic Design Fee for services rendered prior to said change shall be based on the last approved Program Budget and the Consultant's Basic Design Fee for all services rendered after such change shall be based on the approved Revised Program Budget for the phase submission after the change was made.
6. All services rendered by the Consultant in connection with any work item, included in a change order to a construction contract, which results from either: (a) a program change of the University, or (b) conditions which, in the judgment of the University, could not have been reasonably anticipated or foreseen by the Consultant at the time bids for construction of the Project were received, will be paid for by the University on the basis of the approved value of said item multiplied by 5 percent. All services rendered by the Consultant in connection with all other extra work items and all deleted work items, included in a change order to a construction contract, shall be deemed to be covered by the Total Fee.
7. Notwithstanding any of the other provisions of this Section, the University will reimburse the Consultant for such field office expenses, other than salaries and fringe benefits, required or approved in writing by the University which, as a result of the nature of the Project, are, in the judgment of the University, substantially in excess of those field office expenses normally incurred by a Consultant in furnishing field administration of a construction contract and inspection of construction work.
8. Additive and deductive alternates, in which changes in design are involved, as contrasted to a material or equipment substitution or addition which, in the judgment of the University, does not involve design changes, will be paid for either on the basis of the Consultant's direct labor cost plus a sum equal to 150 percent thereof or on the basis of the amount the Construction Documents Payment would have been increased had the value of such alternates been added to the amount of the approved Pre-Bid Cost Estimate; the manner of payment to be determined by the University within sixty (60) days after the award of the construction contract. For the purposes of the preceding sentence, deductive alternates shall be added to, rather than subtracted from, the Pre-Bid Cost Estimate and the value of all alternates shall be deemed to be an amount equal to the bid quoted for the

alternates by the lowest bidder or, in the event that the lowest bidder does not submit a bid for such alternates, an average of all bids submitted therefor. Notwithstanding the foregoing, unless otherwise agreed to in writing by the University, the Consultant shall not be entitled to reimbursement of costs or any additional compensation in connection with any alternates for any construction contract or part thereof which is being rebid because all bids previously received by the University were in excess of the amount of the Program Budget of the University therefor and were rejected by the University.

Notwithstanding the foregoing, all services rendered by the Consultant in connection with alternates that involve a material or equipment substitution, addition or deletion which, in the judgment of the University, does not involve design changes, and all services rendered by the Consultant in connection with any additive or deductive alternates prior to the Construction Document Phase shall be deemed covered by the Total Fee unless otherwise agreed to in writing by the University.

9. In the event the Consultant is caused to furnish services, not provided for herein and not previously performed, as a result of the University declaring a contractor in default, damage to the Project by fire or other casualty, or a delay, through no fault or omission of the Consultant, in completion of construction of more than one (1) year after the specified completion date in a construction contract, the University shall pay the Consultant for such services, but, in the case of delayed construction completion, for only those services performed after said one (1) year period, on the basis of the Consultant's direct labor cost plus a sum equal to 150 percent thereof; provided, however, that the Consultant shall not be entitled to extra compensation for monitoring and inspecting either punch list, work or guarantee work items except monitoring and inspection service performed by the Consultant after the expiration of eighteen (18) months from the commencement of the one (1) year general guarantee period.
10. Notwithstanding the foregoing, the Consultant shall not be entitled to extra compensation under any of the preceding subdivisions of this Section unless the services to be provided by the Consultant hereunder have been requested and approved in writing by the University.

#### **SECTION E - PAYMENT OF REIMBURSABLE EXPENSES**

1. The reimbursable expenses and extra compensation provided by the above Sections C and D of this Article shall in each case become due and payable by the University within thirty (30) days after its approval of an invoice to be submitted by the Consultant describing the respective items and services furnished and/or performed and the computation of the cost thereof.
2. The term "direct labor cost" as used in this Agreement refers only to labor furnished by the Consultant. Such cost shall be determined by multiplying the amount of time directly and exclusively devoted to the applicable services by non-technical assistants to the Site Representative and technical personnel of the Consultant by the respective charges for such personnel's time; provided, however, that no charge shall be included for time of such personnel if they are not paid for the same. Charges for employees' time will be computed on the basis of their regular rates of gross pay, exclusive of any premiums paid for overtime, except where the University authorizes and agrees in writing to pay for such overtime, which rates shall be filed with and approved by the University. Charges for time of the Consultant's officers or members of the firm will be computed on the basis of a rate of fifty dollars (\$50) per hour. Except as otherwise specifically provided herein, no charges shall be included for time of non-technical personnel or the cost of benefits, required by law or otherwise, to non-technical or technical personnel.

When services for which the Consultant would be entitled to extra compensation under Section D (1) through (9) of Article III hereof are furnished, upon request and approval in writing by the University, by a person, firm or corporation other than the Consultant, the University, in lieu of the payments hereinabove provided, which would have been made had such services been furnished by the Consultant, will only pay the Consultant for such services on the basis of the Consultant's actual expenditure therefor plus a sum equal to 10 percent thereof; provided, however, that the Consultant shall not be entitled to said 10 percent override when, in connection with or related to the services furnished by said other person, firm or corporation, it has been or will be compensated by the University for the direct labor costs of its own technical personnel.

3. Notwithstanding anything to the contrary hereinabove set forth, where labor and/or materials utilized by the Consultant in furnishing the services to be provided by it hereunder are furnished by a person, firm or

corporation Consultant shall not be entitled to any further payments hereunder until it submits proof that such labor and/or materials have been paid for by it or until the University has determined that the Consultant with good cause has otherwise sufficiently provided for the payment and satisfaction of the same.

4. Whenever any payment to or fee of the Consultant is dependent in whole or in part on the Consultant's or its subconsultants' cost or costs, the Consultant shall maintain efficient and accurate cost and accounting records as to all such costs and the Consultant shall require its subconsultants to maintain similar records. The Consultant, at any time during the term of this Agreement or within six (6) years thereafter, shall make such records and requires its subconsultants to make their records available to the University or its authorized representatives for review and audit. In the event all or any part of such records are not maintained or made available to the University, any item not supported by reason of the unavailability of such records shall, at the election of the University, be disallowed and, if payment therefor has already been made, the Consultant, upon demand, shall refund to the University the amounts so disallowed. Payment to the Consultant and/or approval by the University of any invoice submitted by the Consultant shall in no way affect the Consultant's obligations hereunder or the right of the University to obtain a refund of any payment to or fee of the Consultant which was in excess of that to which it was lawfully entitled.
5. For purposes of participating in a survey, the Consultant agrees to maintain efficient and accurate cost and accounting records as to all costs it incurs in connection with the performance of services provided or required under Article I hereof, and the Consultant shall require its subconsultants to maintain similar records. The Consultant, at any time during the term of this Agreement or within six (6) years hereafter, shall make such records and require its consultants to make their records available to the University or its authorized representatives for review and audit.

#### **SECTION F - SPECIAL COMPENSATION**

For the special services, if any, listed in the Scope of Services, which is attached hereto and made a part hereof, that the Consultant agrees to furnish and perform, the University shall pay the Consultant the fees listed on said Scope of Services.

Upon completion and approval by the University of each of said services, the fee therefor shall become due and payable by the University within thirty (30) days after submission by the Consultant of an invoice describing the services furnished and performed and the computation of the cost thereof.

#### **SECTION G - CREDIT ADJUSTMENT TO THE UNIVERSITY**

The University shall receive a credit in connection with the contracts listed in the Scope of Services, which is attached hereto and made a part hereof, in the amount or percentage listed thereon. For each of such contracts the applicable credit, if any, shall be first applied, until extinguished in its entirety, against any fee, compensation or expense of the Consultant in connection with such contract for which payment is to be made by the University pursuant to any of the provisions of this Agreement.

### **Article IV OWNERSHIP OF DOCUMENTS**

The plans, drawings, specifications, reports, renderings, models, and other documents to be prepared and furnished by the Consultant pursuant to this Agreement shall be the property of the University. The Consultant shall not publish or disseminate to third parties information pertaining to the Project, or any part or aspect thereof, without first obtaining written approval from the University for such publication or dissemination and of the format and content thereof.

Notwithstanding the foregoing, in the event that the University uses all or a substantial portion of the final working drawings for the construction of another project, the University shall compensate the Consultant therefor in such amount as it deems fair and reasonable. In the event of such use, the University shall remove the Consultant's name and seal from the documents and the Consultant shall have no liability or responsibility for such use.

### **Article V**

## **SURVEYS, BORINGS AND TEST DATA**

The University shall furnish the Consultant such topographic, utility and property surveys, borings and test pit data as it may have and the Consultant shall obtain such additional topographic, utility and property surveys, borings and test pit data as may be required to complete the final working drawings and final specifications for each of the construction contracts. Such additional surveys, borings and data, the obtainment of which is approved in writing by the University, shall be paid for by the University in accordance with the provisions of Section D (4) of Article III. The Consultant agrees that it will make no claim against the University by reason of such surveys, borings and data unless the same are found to be inaccurate and solely as a result thereof the Consultant, in the opinion of the University, is caused to revise and/or redesign all or any part of the Project, in which case the University will compensate the Consultant for such revision and/or redesign pursuant to the provisions of Section D (5) of Article III hereof.

## **Article VI TERMINATION OF AGREEMENT**

### **SECTION A - PERSONAL SERVICES**

It is understood between the parties that this Agreement is intended to secure the personal services of the Consultant or Consultants (if a partnership) because of its or their ability or reputation and that this Agreement shall not be assigned, sublet or transferred without the prior written consent of the University.

### **SECTION B - DEATH OR DISABILITY**

In case of the death or disability of one or more but not all of the persons referred to as Consultant, the rights and duties of the Consultant shall, at the election of the University, devolve upon the survivor or survivors of them who shall be obligated to perform the services required under this agreement and the University shall make all payments due under this Agreement to the survivors.

### **SECTION C - TERMINATION**

At any time during the effectiveness of this Agreement, the University shall have the right upon seven (7) calendar days' written notice to the Consultant to terminate this Agreement, for cause, convenience or in the event the State Finance Law sections 139-j and 139-k certifications are found to be false or incomplete or to postpone, delay, suspend or abandon all or any part of the Project. In the event of such termination, postponement, delay, suspension or abandonment, the Consultant shall deliver to the University all plans, drawings, specifications, reports and other data and records pertaining to the Project and the University shall pay to the Consultant all amounts due in accordance with Article III hereof; provided, however, that if the University, after commencement of the Consultant's performance of services hereunder, postpones, delays or suspends the Project and subsequently, after a lapse of time, directs the resumption of performance of services by the Consultant, the Consultant, if it, in the judgment of the University, is caused to do extra work, which it would not have otherwise had to do, as a result thereof, will be entitled to extra compensation for such extra work in accordance with the provisions of Section D (3) of Article III hereof. Except as expressly provided in the previous sentence, such termination, postponement, delay, suspension or abandonment shall not give rise to any cause of action or claim against the University for damages, extra remuneration or loss of anticipated profits. In the event such termination, postponement, delay, suspension or abandonment is caused because of the Consultant's failure to fulfill its obligations or responsibilities under this Agreement, the Consultant shall remain liable to the University for all damages suffered by it by reason of such failure, including, but not limited to, any excess costs incurred in completing the Project by the use or employment of other Consultants or otherwise.

## **Article VII LIABILITY OF THE CONSULTANT**

1. To the fullest extent permitted by law, in addition to any liability or obligations of the Consultant to the University that may exist under any other provisions of this Agreement or by statute or otherwise, the Consultant shall assume all risks of liability for its performance, and that of any of its officers, employees, suppliers, subconsultants, subcontractors or agents and shall be solely responsible and liable for all liabilities, losses, damages, costs or

expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to defend if requested, indemnify and hold harmless the State of New York, State University of New York, the State University Construction Fund, its agents, officers and employees, from any and all liability, demands, claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any service or contract resulting from this Agreement, including negligence, active or passive or improper conduct of the Consultant, its officers, subconsultants, agents, suppliers, subcontractors or employees, errors or omissions of the Consultants, its subconsultants, suppliers, agents or employees, or the failure by the Consultant, its officers, subconsultants, agents, subcontractors or employees to perform any obligations or commitments to the State of New York, the State University of New York, the State University Construction Fund, its agents, officers, and employees, or third parties arising out of or resulting from this Agreement, the performance of the services, or the work.

2. To the fullest extent permitted by law, the Consultant shall also indemnify the State of New York, State University of New York, the State University Construction Fund, its agents, officers and employees for breach of contract not related to professional services.

3. The Consultant represents it and its subconsultants, subcontractors, agents, employees and officers shall possess the license, experience, knowledge and character necessary to qualify them individually for the particular duties they perform in connection with the Project. For the purpose of this Agreement, the terms "inspection" and/or "administration" shall not be interpreted as the Consultant's guarantee of any contractor's workmanship or that such contractors will not breach their construction contract.

4. Prior to the commencement of the work to be performed by the Consultant, the Consultant shall submit to the University, certificates of insurance showing evidence of compliance with all insurance requirements contained in the contract. Certificates of Insurance (with the exception of Workers' Compensation and Disability) must be provided on an ACORD 25 Certificate of Insurance, or an equivalent form, and shall reference the project, contract or agreement number. Certificates of Insurance shall disclose any deductible, self insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract; specify the additional insureds and named insureds as required therein; and be signed by an authorized representative of the insurance carrier or producer. Deductibles or self-insured retentions above \$250,000 are subject to approval by the University and additional security may be required. Only original documents will be accepted.

5. All insurance shall provide that the required coverage apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the University for any claim arising from the Consultant's work under this Agreement, or as a result of Consultant's activities. Any other insurance maintained by the University shall be in excess of and shall not contribute to the Consultant's insurance regardless of any "other insurance" clause contained in the University's own policy of insurance.

6. All insurance shall be maintained with insurance carriers authorized to do business in New York State and rated at least "A-" by A.M. Best Company. The Consultant shall cause all insurance to be in full force and effect as of the commencement date of this contract and to remain in full force and effect throughout the term of the contract and as further required by the contract. Not less than thirty days prior to the expiration date or renewal date, the Consultant shall supply the University with updated replacement certificates of insurance and endorsements. The Consultant shall advise the University of any letter or notification that cancels, materially changes, or non- renews the policy and Consultant shall require the insurance carrier(s) to copy the University on any letter or notification that cancels, materially changes, or non- renews the policy. If required by the University, Consultant shall deliver to the University within forty-five (45) days of such request, a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

7. Should the Consultant engage a subconsultant or subcontractor, the Consultant shall impose the insurance requirements in this document on those entities. Consultant shall keep the subconsultant certificates of insurance on file and produce them upon the demand of the University.

8. The Consultant shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of the contract, or as required by law, whichever is greater. The Commercial General Liability policy, and any umbrella/excess policies used to meet the "Each occurrence" limits specified below, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds.

i. Commercial General Liability Insurance



Which coverage shall include, but not be limited to coverage for bodily injury, property damage, personal/advertising injury, premises liability, independent contractors, blanket contractual liability including tort liability of another assumed in contract, liability arising from all work and operations under this Agreement, defense and indemnification obligations, including those assumed under contract, cross liability coverage for additional insureds, products/completed operations for a term no less than three years commencing upon acceptance of the work, explosion, collapse, and underground hazards, contractor means and methods, liability resulting from Section 240 or Section 241 of the NYS Labor Law, and products/completed operations with a limit of not less than \$2,000,000 for each occurrence and general aggregate limit of not less than \$2,000,000.

ii. Workers Compensation and Disability Benefits as required by New York State.

Consultant shall procure and maintain Workers Compensation and Disability Benefits Coverage for the life of this Agreement for the benefit of employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits Law. Evidence of coverage must be provided on forms specified by the Chariman of the Workers Compensation Board.

iii. Comprehensive Business Automobile Liability Insurance with a limit of no less than (\$1,000,000) each accident covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired, and non owned vehicles bearing, or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates. Such policy shall name the State of New York, State University of New York, and the State University Construction Fund as additional insureds. If the contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.

iv. Consultant shall procure and maintain during and for a period of three (3) years after the completion of the contract, Professional Liability insurance (Errors and Omissions) with a limit of {insert value}. [m1]

Such insurance shall apply, but not be limited to, any negligent act, error, or omission in the rendering or failing to render professional services required under the contract and if the project involves abatement, removal, repair, replacement, enclosure, encapsulation, and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses. If applicable, the Consultant shall provide coverage of the Consultant's negligent act, error, or omission in rendering or failing to render professional services required by this Contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The professional liability insurance may be issued on a claims-made policy form, in which case the Professional shall procure at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed. Written proof of this extended reporting period must be provided to the University prior to expiration or cancellation.

9. When the limits of the CGL, Auto, and/or Employers Liability policies procured are insufficient to meet the limits specified, the Consultant shall procure and maintain commercial Umbrella and/or Excess Liability policies with limits in excess of the primary, provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary.

10. Unless otherwise agreed to in writing by the University, policies must be endorsed to provide that there shall be no right of subrogation against the University. To the extent that any of the policies of insurance prohibit such a waiver of subrogation, Consultant shall secure the necessary permission to make this waiver.

11. Except as otherwise specifically provided herein or agreed in writing, policies must be written on an occurrence basis. The insurance policy(ies) shall name the State University Construction Fund, State University of New York, and State of New York, its officers, agents, and employees as additional insureds thereunder. The additional insured requirement does not apply to Workers' Compensation, Disability or Professional Liability coverage.

13. Neither the procurement nor the maintenance of such insurance shall in any way affect or limit the obligations, responsibilities or liabilities of the Consultant hereunder.

14. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against

the Consultant or the University beyond such as may legally exist irrespective of this Article or this Agreement.

### **Article VIII AFFIRMATIVE ACTION**

The Consultant agrees to comply with the requirements of Exhibit A-I, attached hereto and made a part hereof.

### **Article IX PROVISIONS REQUIRED TO BE INSERTED BY LAW**

Each and every provision required by law to be inserted in this Agreement, including, but not limited to, the provisions set forth in Exhibit "A" which is attached hereto and made a part hereof and State Finance Law Section (163) (4) (g) imposes certain reporting requirements on contractors doing business with New York State. In furtherance of these reporting requirements, the Contractor agree to complete and submit an initial planned employment data report and annual employment report, which are attached as Forms A and B. respectively.

### **Article X RELEASE OF THE UNIVERSITY**

The acceptance by the Consultant or any person claiming under the Consultant of final payment made under this Agreement shall operate as and shall be a release of the University from all claims by and liability to the Consultant, its successors, legal representatives and assigns, for anything done or furnished under the provisions of this Agreement or in connection with the Project.

### **Article XI GENERAL PROVISIONS**

#### **SECTION A - APPROVAL**

Wherever in this Agreement action is to be taken by or approval given by the University, such action or approval may be taken or given by any officer or employee of the University duly designated to act on behalf of the University.

#### **SECTION B - DEFINITION**

In the event that the principals of the party referred to in the Agreement as the "Consultant" are architects, engineers, landscape consultants or surveyors, then and in that event, wherever the word or designation "Consultant" appears in this Agreement, such word or designation shall be deemed to be "Architect", "Engineer", "Landscape Consultant", or "Surveyor", as the case may be. For the purpose of this Agreement, the terms "inspection" and/or "administration" shall not be interpreted as the Consultant's guarantee of workmanship or that the Contractor will not breach its construction contract.

#### **SECTION C - DELAYS OR OMISSIONS**

No delay or omission by the University or the Consultant to exercise any right or remedy accruing to it under the terms of this Agreement or existing at law or in equity or by statute or otherwise shall be construed as a waiver of any of the provisions of this Agreement or of any such right or remedy and no such delay or omission shall impair any such right or remedy or be construed to be a waiver of or acquiescence in the act or acts or omission or omissions to act giving rise to the accruals of such right or remedy, nor shall it affect the University's or the Consultant's rights or remedies upon the occurrence of any subsequent event of the same or of a different nature.

#### **SECTION D - CAPTIONS**

The captions of Articles and Sections of this Agreement are intended for convenience and for reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement or in any way affect this Agreement.

#### **SECTION E - SINGULAR/PLURAL; MALE/FEMALE**

As used in this Agreement, the singular of any word or designation, whenever necessary or appropriate, shall include the plural and vice versa, and the masculine gender shall include the female and neuter genders and vice versa.

#### **SECTION F - ACTIONS OR PROCEEDINGS AGAINST THE UNIVERSITY**

No action or proceeding shall lie or be maintained by the Consultant, or anyone claiming under or through the Consultant, against the University or any of its trustees, officers, agents or employees, upon any claim arising out of or based upon this Agreement or any breach thereof or by reason of any act or omission of the University or its trustees, officers, agents or employees, unless such action or proceeding is commenced within one (1) year after the University's acceptance of the construction work.

#### **SECTION G - ENTIRE AGREEMENT**

This Agreement, together with Exhibit A, State University of New York Standard Contract Clauses, constitutes the entire agreement between the parties hereto and supersedes all previous understandings and agreements with respect to the Project or any of the provisions hereof. No statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

#### **SECTION H – GOVERNING LAW**

This Agreement shall be governed, construed and enforced in accordance with the laws of New York State, excluding New York State's choice of law principles, and all claims relating to or arising out of this Agreement or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State, excluding the New York choice of law principles. Consultant agrees to submit itself to such courts' jurisdiction.

#### **SECTION I – CONSULTANT RESPONSIBILITY**

(a) *General Responsibility.* The Consultant shall at all times during the term of this Agreement remain responsible. The Consultant agrees, if requested by the SUNY Chancellor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. (b) *Suspension of Work for Non-Responsibility.* The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement at any time when he or she discovers information that calls into question the responsibility of the Consultant. In the event of such suspension, the Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Consultant must comply with the terms of the suspension order. Activity under this Agreement may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance under the Agreement. (c) *Termination for Non-Responsibility.* Upon written notice to the Consultant and a reasonable opportunity to be heard with appropriate SUNY officials or staff, this Agreement may be terminated by the SUNY Chancellor or his or her designee at the Consultant's expense, where the Consultant is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**STATE UNIVERSITY OF NEW YORK:**

\_\_\_\_\_ *by* \_\_\_\_\_ *title* \_\_\_\_\_ *date*

**CONSULTANT:**

\_\_\_\_\_ *by* \_\_\_\_\_ *title* \_\_\_\_\_ *date*

\_\_\_\_\_ *Federal ID Number*

(If Corporation, affix Corporate Seal)



**ACKNOWLEDGMENTS**

**(Acknowledgment by Individual)**

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

**(Acknowledgment by Partnership)**

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for theirself dispose and say that he/she is a member of the firm of \_\_\_\_\_, consisting of theirself and \_\_\_\_\_, that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_, and that he/she had authority to sign the same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of the aforementioned firm for the purposes mentioned therein.

\_\_\_\_\_  
Notary Public

**(Acknowledgment by Corporation)**

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who, being duly sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public



**Exhibit A**

State University of New York Standard Contract Clauses

**Exhibit A-1**

State University of New York Affirmative Action Clauses