

MAINE TURNPIKE AUTHORITY
GENERAL CONSULTANT AGREEMENT
ERP SYSTEM IMPLEMENTATION CONSULTANT

Authority Contact Person:

Type of Services: ERP System Implementation Consultant

GCA Not-to-Exceed Amount: TBD

GCA Begin Date: TBD

GCA Expiration Date: TBD

Vendor Customer#: TBD

This General Consultant Agreement ("GCA" or "Contract") is entered into by and between the **Maine Turnpike Authority**, a body corporate and politic with its principal administrative offices located at 2360 Congress St, Portland, Maine 04102 (the "MTA" or "Authority"), and "**Company Name**", a corporation, LLC, or other legal entity with its principal place of business located at "Company Address". (hereinafter referred to as "the Consultant").

This GCA is a general agreement with established terms and conditions for an indefinite quantity of consultant services to be further defined and agreed by Task Order(s) within the limits of the GCA Not-to-Exceed Amount and the GCA Begin and Expiration Dates. The MTA will assign specific tasks or projects under this GCA to the Consultant pursuant to written mutually agreed upon Task Order(s) which define specific task scopes of work, schedule milestones, cost(s), and key personnel.

The MTA and the Consultant, in consideration of the mutual promises set forth in the Contract Documents, hereby agree as follows.

- A. Scope of Work.** The Consultant agrees to perform all services as detailed in future Task Orders issued pursuant to this GCA in accordance with the Contract Documents including Task Order(s), this GCA, and the Consultant General Conditions. The Consultant shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, permanent materials and temporary materials required to perform the services detailed in the Scope of Work specific to that task or project. The Authority shall have the right to alter the nature and extent of the work as provided by Contract.
- B. Compensation.** The Consultant will be compensated as specified in the applicable Task Order, the Consultant procurement proposal, and the Contract Documents. Total compensation for all tasks pursuant to this GCA and all subsequent Tasks

Order(s) cannot exceed the GCA Not-to-Exceed Amount, unless revised by mutual agreement by a Contract Modification.

- C. Time.** Unless otherwise expressly agreed to otherwise, time is of the essence in all Authority Consultant Contracts. Work defined and undertaken must be completed in accordance with the schedule(s) included in the applicable Task Order.

This GCA shall become effective on the date signed below. Work cannot commence until any required Certificates of Insurance are provided. Work must be completed prior to the GCA Expiration Date, unless extended by mutual agreement by a Contract Modification.

- D. Team Members.** The names of the Project Manager, other key personnel, and any key Subconsultants utilized under this GCA shall be specified in the individual Task Orders. The roles of Key Consultant Team Members and Subconsultants shall not be changed without prior written approval by the Authority.

By signing below, the Consultant represents that to the best of the Consultant's knowledge and belief as of the date of execution of this GCA: (1) all of the statements, representations, covenants, and/or certifications required or set forth in the Contract Documents are complete, true and accurate; (2) the Consultant knows of no legal, contractual, or financial impediment to entering into this Contract; and (3) the person signing below is legally authorized by the Consultant to sign this GCA on behalf of the Consultant and to legally bind the Consultant to the terms of the Contract Documents.

IN WITNESS WHEREOF, the Consultant, for itself, its successors and assigns, hereby execute two (2) originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

"Company Name"

MAINE TURNPIKE AUTHORITY

Andre J. Briere, Executive Director

(Please Print Name and Title Here)

Date: _____

Date: _____