

MAINE TURNPIKE AUTHORITY

CONSULTANT GENERAL CONDITIONS

(For Non-technical Services)



Version 1

August _ , 2026

Maine Turnpike Authority
Consultant General Provisions
(For Non-Technical Services)

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A. Scope and Quality of Work

1. Contract Documents

The agreement between the Consultant and the Authority consists of the executed General Consultant Agreement, subsequent Task Orders issued by the Authority pursuant to this GCA, these Consultant General Conditions, any other requirements or documents expressly incorporated by a Contract Document, and the terms of the Consultant's submittal proposal to the competitive procurement process that resulted in the award of the GCA that are consistent with the other Contract Documents, collectively known as "the Contract Documents." References to "the Contract" or "the Contract Documents" shall refer to the Contract Documents taken as a collective whole, unless a contrary interpretation is expressly specified in writing or obviously compelled by context.

In the event of a conflict between the various components of the Contract Documents, the following components shall control in the following descending order of priority, unless a contrary interpretation is obviously compelled by context.

Task Order Amendments

Task Orders

Contract Modifications

General Consultant Agreement

Consultant General Conditions

Consultants Procurement Submittal

Conflicting provisions of the Consultant's procurement submittal do not supersede the Consultant General Conditions unless expressly agreed to in writing by Task Order, Task Order Amendment, or Contract Modification. If the Consultant discovers any error, omissions, conflict, or discrepancy between a specific Task Order and other Contract Documents that may significantly affect the cost, quality, conformity, or timeliness of Consultant's services, the Consultant must notify the Authority upon discovery.

2. Task Orders

Work is authorized pursuant to a written Task Order issued by the Authority (template available as Appendix A). The Task Order shall define the scope of the work, compensation authorized for that work. The MTA shall not compensate Consultant for any work that is not done pursuant to a Task Order authorizing that work and shall not compensate Consultant beyond the monetary limit specified for the work in the applicable Task Order.

3. Coordination and Management of Work

The Consultant will coordinate its activities with designated Authority personnel throughout the course of a Contract. From the start of work, the Consultant will establish a means of coordinating and reporting its activities with the designated Authority personnel to ensure an expeditious exchange of pertinent information. The Consultant shall be responsible for providing an action plan to remedy and address any non-conforming or unacceptable services submitted to the Authority.

4. Sub-consultants

Subcontractors performing a key role in the scope of work must be named in the applicable Task Order or otherwise approved by the Authority in advance. All subcontracts of the Consultant, and all lower-tier subcontracts, shall contain or reference all applicable provisions of the Contract Documents. The Consultant is fully responsible for managing all elements of its

Sub-consultant's work.

5. Responsibility for Quality

The Consultant represents that it and any Subconsultants have the requisite skills, expertise and licensing to perform all work in accordance with the Contract Documents using the accepted standards of care in the Consultant's profession or occupation.

The Consultant shall be responsible for all services rendered and shall use reasonable professional care to achieve professional quality regarding all deliverables all documents, copy, graphics, and other services furnished by the Consultant and Sub-consultant(s).

If the Consultant relies on information provided by the Authority or by others who are not hired by the Consultant, the Consultant shall review the information and report to the Authority any material errors, omissions, conflicts, or discrepancies that would be reasonably apparent to a skilled practitioner performing the applicable type of services.

Upon request, the Consultant agrees to correct any errors or omissions in performance of services by the Consultant or one of the Consultant's Sub-consultants without undue delay and without cost to the Authority.

6. Progress Reports

Progress Reports shall be submitted to the Authority in writing on a monthly basis with the monthly invoice. The Progress Report shall include:

- a. A written statement describing the work accomplished since the last Progress Report including activity contained in the invoice accompanying the Progress Report.
- b. An estimate of the percentage of work completed of services specified in Task Orders.
- c. The percentage of Task Order costs (including any Task Order Amendments) expended to date and the estimated costs to finish.
- d. The amount and percentage of Task Order time (including any Task Order Amendments) elapsed to date compared to the approved schedule, and an explanation of discrepancies.
- e. Any other anticipated challenges and possible solutions.
- f. Any information or work needed from the Authority to avoid delays or quality issues.

Failure to submit Progress Reports could result in non-payment of outstanding invoice(s).

7. Changes

If the Consultant anticipates that there is a potential for a change that may require additional hours, time and/or expense, the Consultant shall submit a written Potential Change Notice (template attached as Appendix B) as soon as practical after the Consultant has become aware of the possibility of a change. The Potential Change Notice shall contain the following information:

- a. Authority Reference Code Number, Contract Number and Task/Project Order Number
- b. Projected Total Additional Hours
- c. Projected Additional Cost
- d. Reason for Potential Change

Upon receipt of the Potential Change Notice, the Authority's Contact Person will review the estimated additional hours and cost. Upon approval and/or negotiation, a mutually agreed upon Task Order Amendment and/or Contract Modification will be executed setting forth the revised scope, cost and/or time. If agreement is not reached, the Authority may take any other action provided by the Contract Documents including suspension of the work,

B. Payment and Financial

Unless otherwise mutually agreed to in writing, payments to the Consultants for compensation and reimbursements of expenses will be governed by this section.

1. Invoicing

The Consultant shall submit invoices for compensation and expenses monthly to the Authority's designated Contact Person. Invoices shall be submitted in a form acceptable to the Authority (template available as Appendix C) and be accompanied by the corresponding monthly Progress Report.

The invoice shall conform to the method of payment agreed to in the Contract Documents. If the method of payment is hourly, the invoice will include a breakdown of the number of hours expended and the hourly rates specified in the Task Order or the Consultant's Procurement Submittal.

When the Consultant believes all work set forth in the Task Order (including amendments) is complete, the Consultant shall submit an invoice clearly labeled "Final Invoice".

2. Expenses

Direct expenses such as telephone, tolls, reproduction costs, per diem and approved Sub-consultant(s) costs shall be billed at actual cost without markup. Expense reimbursement details must be included with invoices including date of occurrence, the type of expense (e.g., meal, travel, hotel, miscellaneous), employee's name, and the actual cost incurred.

Unless otherwise approved in wiring, the reimbursable costs for mileage and per diem (lodging which requires overnight stay and meals) shall not exceed the current amount allowed by the United States General Services Administration. GSA rates can be found at <http://www.gsa.gov>.

The Authority will not reimburse for mileage incurred between the employee's residence and their regular reporting location. This information can be found at (www.gsa.gov).

Reimbursement for lodging shall be the lesser of the actual cost of the lodging as evidenced by a receipt or the per diem lodging rate. Rates are established for specific locations in the continental United States. Accommodations in excess of this allowance must be approved by the Authority in writing in advance, absent extraordinary circumstances.

The Authority will not reimburse for expenses that are not necessary for the Consultant or Subconsultant to perform the scope of work. Such non-reimbursable expenses include personal entertainment and services, alcoholic beverages, tickets for the theatre, athletic events, etc., fines, upgrade fees for premium airline services, flight insurance, luxury rental vehicles, theft or loss personal property, costs caused by Consultant or Subconsultant negligence or wrongdoing, and general equipment or supplies not specific to the work contracted by the Authority,

3. Payment of Invoices

The Authority will make payment within 30 days of receipt of a conforming and properly documented invoice with a corresponding progress report.

All payments made are subject to correction in subsequent progress payments and the final payment. The Authority may deduct and/or disallow sums otherwise due the Consultant for unacceptable performance, work, or actions inconsistent with contract requirements. Payment of an invoice shall not be construed to operate as a waiver of any rights, claim or damage under the Contract Documents. The MTA is not obligated to pay for any additional amounts for interest or inflation related to reasonably disputed payments.

4. Semifinal Estimate

When 90% of the total cost estimate (including amendments or modifications) in executed Task Orders has been expended under the Contract and overruns are expected, the Consultant shall develop a detailed estimate of the Contract dollar amount and work hours necessary to complete the services, including an explanation of where and why any overruns are anticipated to occur. If the Authority is satisfied that sufficient justification exists, a Task Order Amendment or Contract Modification with a revised maximum amount may be approved.

5. Final Payment

Upon the Authority's receipt and acceptance of all required deliverables and services, the Authority will make a "Final Payment". This payment shall constitute payment in full for all services performed under the Task Order and acceptance of this payment shall operate as a waiver of all claims for additional payment.

6. Invoice Documentation

Records of Consultant's costs pertinent to Consultant's compensation under a Contract shall be kept in accordance with generally accepted accounting practices. Upon request by the Authority, copies of such records shall be made available to the Authority at its Portland, Maine office. The employee's salary record shall show time spent on the services for all Contracts, except those entered into under a lump-sum based fee structure.

7. Funding Sources

The Contract is funded by toll or bond revenues, and not by any state or federal funding, unless expressly stated otherwise.

C. Time

Unless otherwise expressly agreed to otherwise, time is of the essence in all Authority Consultant Contracts. The Consultant shall perform its work in accordance with the timeframes set forth in each applicable Task Order under the applicable Contract. Potential changes to time or schedules shall be noted in Progress Reports and conform to the process for changes set forth in the Contract Documents.

D. Ownership of Work Products / Intellectual Property

All work product produced in the course of the Consultant's work including reports, copy, graphics, databases, and records of data collected or generated shall be considered work for hire and the property of the MTA. Notwithstanding the previous sentence, if patentable discoveries, intellectual property and software, or inventions should result from the Consultant's work, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant; provided, however, that the Authority shall have an irrevocable, nonexclusive, nontransferable, and royalty free license to use any such invention in the future on any Authority work or project.

All information, data and materials provided to Consultant by the MTA remain the sole property of the MTA and shall be returned to the MTA or destroyed upon request. All work product shall be filed with the MTA upon request in a format and media acceptable to the MTA. Specifically, electronic work product shall be provided in a format that allows the MTA to easily manipulate the work product without using Consultant's software or services.

If the Authority alters the Consultant's deliverables or work product or uses such work for purposes other than its original intended use, the Consultant shall not be held liable for any claim resulting from such use.

E. Indemnification and Insurance

1. Indemnification

Consultant agrees to indemnify and hold harmless the Authority and its officers, agents and employees from any and all claims, damages, debts, demands, suits, actions, reasonable attorney fees, court costs, arbitration or other dispute resolution costs, expenses and any liabilities of every kind or nature attributable to, resulting from, or arising out of any negligent or intentional act, error, omission or breach of contract by the Consultant or Sub-consultant(s) in the performance of services under the Contract. This indemnification provision shall survive any termination or expiration of the Contract and /or Task/Project Order.

2. Insurance

The Consultant shall obtain and maintain the following insurance types and coverage.

- a. Comprehensive General Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 in aggregate;
- b. Automobile Liability Insurance with a minimum coverage of \$1,000,000 per occurrence covering contractor activities on the project premises.
- c. Worker's Compensation insurance coverage of at least \$500,000.
- d. An Umbrella Liability Policy in excess of General, Automobile and Workers' Compensation coverage shall a limit of at least \$2,500,000.

The Maine Turnpike Authority shall be named as an additional insured on all policies except Workers' Compensation.

Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insureds against any and all claims for death, bodily injury or property damage, even if groundless.

Nothing in these provisions constitutes a waiver of any defense, immunity or limitation of liability that may be available to the Authority, or its officers, agents or employees, under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.) and shall not constitute a waiver of other privileges or immunities that may be available to the Authority.

F. Equal Opportunity, Civil Rights, and Sexual Harassment

1. Pursuant to 5 MRSA 784, during the performance of any contract with the Authority, the Consultant agrees as follows.

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical handicap or mental handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. The Consultant will, in all solicitations or advertisements for employees placed by or on

behalf of the Consultant state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical handicap, sexual orientation or mental handicap.

- c. The Consultant will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
- d. The Consultant will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each Sub-consultant.
- e. Consultants and Sub-consultants with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

2. **Sexual Harassment.** Consultants are responsible, under Maine State Law, for ensuring and maintaining a work environment that is free from sexual harassment. The Consultant shall comply with all relevant and applicable provisions of Maine State Law in regard to sexual harassment including, but not necessarily limited to, 5 MRSA 4572, 26 MRSA 806-807, and the regulations of the Maine Human Rights Commission.

G. Dispute Resolution

To resolve claims and disputes, the parties agreed to adhere to all provisions of this Section, unless they mutually agree otherwise in writing. Pending resolution of disputes, the parties shall continue diligently to fulfill their respective obligations in the Contract Documents. If the Consultant continues to perform, the Authority shall continue to make payments in accordance with the Contract of amounts not in dispute.

The Consultant shall promptly notify the Authority's Contact Person in writing of disputes that could significantly affect scope, schedule or compensation in Progress Reports and by separate written notice. After such notice, the Consultant and the Authority's Contact Person shall promptly negotiate in good faith to resolve the dispute. The Authority's Contact Person will promptly review with other Authority staff and issue a decision.

If the Consultant desires a review of the Contact Person's decision, then the Consultant may submit a written request to the C-suite member (Chief Administrative Officer, Chief Engineer, Chief Financial Officer, or Chief Operating Officer) to whom the Contact Person reports to review the Contact Person's decision. After that review, the Consultant's Managing Principal may request in writing that the Executive Director review the decision of the applicable C-suite member.

If the dispute remains unresolved after the process set forth above, the parties shall proceed to mediation by selecting a mediator reasonably acceptable to both. If the parties are unable to reasonably agree upon a mediator, they may follow the process set out in the current Construction Industry Mediation Rules of the American Arbitration Association.

If the parties are unable to resolve the dispute through mediation, the parties may agree to binding arbitration using the best applicable current rules of the American Arbitration Association or seek judicial review through a civil action commenced in the Superior Court of Maine, Cumberland, County.

H. Default, Termination or Suspension

- 1. Suspension.** The MTA has the right to suspend any or all Services at any time for any reason as it deems necessary. The MTA shall not be obligated to pay for any work performed during a suspension period.
- 2. Conditions of Default.** The Consultant is in default of a Contract if the Consultant fails to perform the work in substantial conformance with any provision of the Contract.
- 3. Notice of Default / Cure.** Except as otherwise provided in these Consultant General Conditions, upon the occurrence of a default, the MTA will give a written Notice of Default to the Consultant and elect its remedies as set forth below. Any delay by the MTA in providing a written Notice of Default shall in no way constitute a waiver by the MTA of any contractual provision. If the MTA determines the default is not curable, the Notice of Default shall also include the date of termination.
- 4. Termination for Cause.** The MTA may terminate a Contract for cause due to the occurrence of one or more Conditions of Default if the Consultant fails to effect a timely cure of all defaults identified in the Notice of Default within fourteen (14) days from the date of the Notice (the "Cure Period").

If the Consultant fails to cure the default(s) specified in the Notice of Default within the Cure Period or any extensions thereof, or if the Authority has determined, in its reasonable discretion, that the default is not curable within 14 days, the MTA may immediately terminate the Contract for cause by written Notice of Termination for Cause.

- 5. Termination for Convenience.** The MTA may terminate the Contract for any reason that is in the best interest of the MTA. The MTA shall notify the Consultant of such termination by sending a Notice of Termination for Convenience.

In case of a Termination for Convenience, the MTA shall pay for all acceptable work as of the date of termination. The Consultant shall make all project records available to the MTA upon request in order to establish the basis for payment under this section. Consultant shall not be entitled to any other compensation or damages, including but not limited to damages for overhead, lost opportunity or lost profit.

- 6. Authority Property.** Upon termination or expiration of a contract Consultant shall promptly within 30 days provide the MTA with all Work Product and MTA Information in a form acceptable to the MTA.

I. Other Standard Provisions

1. Representations Made at GCA Execution

By executing a GCA, in addition to representations set forth elsewhere in the Contract Documents, the parties also make the following representations.

- a. By the Authority.

The Authority's signatory represents that, to the best of their knowledge, the Consultant (or any of its representatives) has not been required, as a condition of obtaining or carrying out such Contract(s) to: employ or retain any firm or person, or pay or agree to pay any firm, person or organization any fee, contribution, donation, or consideration of any kind.

- b. By the Consultant

The Consultant represents that, to the best of their knowledge, neither he/she nor the

Consultant firm has (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the Consultant) to solicit or secure the Contract and related contracts; (b) agreed, as an expressed or implied condition for obtaining such Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or; (c) paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for the Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract and any related contracts thereto.

The Consultant further so represents that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental entity.
- b. Have not within three years of submitting the proposal for such Contract(s) been convicted of or had a civil judgment rendered against them for: (i) fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract; (ii) violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsections i. and ii. of this subparagraph b of this certification; and (iv) have not within a 3-year period preceding this application or proposal had one or more federal, state or local government contracts or transactions terminated for cause.

2. Conflicts of Interest

A person or entity entering into a Contract may not have any financial or other interest, other than the performance of the Contract, in the project or in its outcome. This prohibition includes, without limitation, (a) any agreement with, or other interest involving, third parties who have an interest in the outcome of the project that is the subject of the Contract; (b) any agreement providing incentives or guarantees of future work on the project or related matters; and (c) any interest in real property acquired for the project unless such real property interest is openly disclosed to the Authority before the person or entity entered into the Contract. This section prohibits all conflicts of interest both at the time the contracting party enters into a Contract and during the life of a Contract and Consultant attests by execution of the Contract that it has no known conflicts of interest as set forth herein and shall not knowingly enter into any relationship that would give rise to a conflict of interest or the appearance of a conflict of interest.

3. Confidentiality

All information concerning MTA operations, including information provided to Consultant by the MTA in connection with this Contract or obtained by Consultant in the performance of Services for the MTA, shall be kept strictly confidential by Consultant, shall be kept in a secure location by Consultant, which cannot be accessed by any third party, and shall not be provided to any third party. Upon request Consultant shall provide all copies of any such information in its possession to the MTA and/or shall destroy any copies of such information. The restrictions in this section apply to information provided in any format whatsoever, including information provided verbally to Consultant. The restrictions in this section apply to, but are not restricted to, information that may be used to identify the identity, address or travel patterns of any user of the Maine Turnpike.

4. Force Majeure

The Authority may, at its discretion, excuse the performance of the Consultant in the event that

performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, pandemic, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, the Consultant. The Authority may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of the applicable Contract or Task/Project Order.

6. Applicable Laws, Regulations and Procedures

In the performance of Services under this contract, the Consultant shall comply with all applicable laws, regulations or ordinances and all existing procedures of the Maine Turnpike Authority. In situations where the applicable law can be governed by contract, the laws of the State of Maine shall apply. The parties agree that all court proceedings shall be filed in the State of Maine.

7, Safety and Incident Prevention

In the performance of its services under a Contract, the Consultant shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation.

8. Entire Agreement / Binding Effect / Assignment

The Authority and the Consultant including their partners, successors, executors, administrators and legal representatives (and to the extent permitted by the Contract, the assigns of the Authority and Consultant) are hereby bound to each other, with respect to all covenants, agreements and obligations under the Contract Documents, and no other documents, oral representations, and other information. No changes are to be made in the Contract, unless by a Contract Modification, Task/Project Order or Task Amendment Order executed by both parties.

Neither the Authority nor Consultant may assign, sublet, or transfer any rights under or interest in the Contract (including, but without limitation, moneys that are due or may become due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract.

9. No Third-Party Beneficiaries

This Contract is not intended to create any third-party beneficiaries or to authorize anyone not a party to the Contract to maintain an action under said Contract. All duties and responsibilities undertaken pursuant to the Contract shall be for the sole and exclusive benefit of Authority and Consultant and not for the benefit of any other party.

10. Severability

The invalidity or unenforceability of any particular provision or part thereof of this agreement shall not affect the remainder of said provision or any other provisions, and this agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

11. Non-Waiver

If the Authority fails or refuses to enforce any provision in the Contract and/or Task/Project Order, that shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision for the remainder of the Contract and/or Task/Project Order.

J. Definitions

Authority. Maine Turnpike Authority

Authority Contact Person. An employee of the Authority assigned the responsibility for managing project scope, budget, and schedule of the Consultant's work.

Consultant. An individual or firm under contract to provide non-construction professional services for the Authority.

Consultant's Managing Principal. The consultant's representative is responsible for supervising its firm's personnel assigned to Maine turnpike projects.

Contract/Contract Documents. The executed General Consultant Agreement, subsequent Task Orders or Amendments issued pursuant to this GCA, these Consultant General Conditions, any other requirements or documents expressly incorporated by a Contract Document, and the terms of the Consultant's submittal proposal to the competitive procurement process that resulted in the award of the GCA that are consistent with the other Contract Documents, collectively known as "the Contract Documents." References to "the Contract" or "the Contract Documents" shall refer to the Contract Documents taken as a collective whole, unless a contrary interpretation is expressly specified in writing or obviously compelled by context.

Consulting General Conditions. General terms, conditions, and procedures that govern how the services will be performed or furnished by the Consultant with respect to any Project, unless superseded in writing.

Deliverables. A thing of value resulting from a Consultant's performance of services that such Consultant delivers to the Authority in exchange for consideration from the Authority pursuant to the terms of a GCA and subsequent Task Order.

General Consulting Agreement / GCA. The agreement executed between the Authority and the Consultant for a specific service, for a specified period, up to a maximum dollar amount, incorporating the Contract Documents.

Hourly Rate. The negotiated hourly rate accepted by the Authority for performance of work for the duration of and as defined in the Task Order or the Consultant's procurement submittal.

Key. An adjective used to describe team members, subconsultants or their specific roles that significantly affect cost, efficiency, effectiveness, quality or timeliness as reasonably determined by the Authority.

Lump Sum. A negotiated payment method. It provides for a price that is not subject to any adjustments because of cost changes the Consultant might encounter in the performance of the services except and unless additional services are authorized under a lump sum Task/Project Order issued under the Contract.

Notice to Proceed. A written notice from the Authority to the Consultant stating the date the Consultant can begin work subject to the conditions of the contract, typically part of a Task Order.

Project. See Task.

Procurement Submittal. A submittal made by a Consultant to the Authority in reply to a RFQ, RFP, or other procurement process.

Request for Proposal (RFP). The Authority initiates a request to a Consultant or group of Consultants for a proposal or offer to perform a specific Scope of Work.

Request for Qualifications (RFQ). The Authority's request to the Consultant community requesting an outline of the firm's ability to provide Consultant and professional services in a particular area of need, discipline or service.

Scope of Work / Services. A clear and accurate description of the requirements for the services to be rendered, how the work must be conducted, how achievements will be assessed, and the obligations of both the Consultant and Authority. The words "work" and "services" are often used interchangeably throughout this document.

Subconsultant. Individual or entity having a contract with Consultant to furnish services with respect to this Project as Consultant's independent professional associate, Consultant, Sub-consultant, or vendor.

Substantial Completion. The time at which the work (or a specified portion thereof) has progressed to the point is sufficiently complete to be utilized for the purpose for which it is intended as determined by the Authority.

Task/Project. Any unit of work, project, task or study for which a Consultant selection is made and a Contract entered into.

Task Order or Task/Project Order. A form letter executed by the parties under a Contract, providing the Consultant with authorization to perform the services outlined therein and to assign Key Personnel or hire noted therein to a specific classification under a project or projects. This document outlines the duties, the timeframe within which to complete, and the maximum amount that can be expended for the work ordered without additional approval by the Authority.

Maine Turnpike Authority Task Order

Task/Project #:
Reference Code #:
Accounting Project Key Code #:
Contract #:
MTA Contact:

Consultant Contact:
Consultant Firm Names:
Address:
Vendor Customer #:

Date:
Subject: Assignment of Work

Per this Task/Project Order, **XX** is hereby authorized to perform Engineering Consultant services for:

Task or Project Name:

Work Ordered: See Scope of Work attached hereto.

Compensation: Compensation shall be paid hourly rates plus direct expenses as follows:

Amount not to exceed of this Assignment: \$

If the actual amount of the assignment is anticipated to exceed the amount agreed to, the consultant should contact the Engineering Program Manager to communicate the reason for the anticipated excess and seek approval.

Key Personnel:

Schedule: This task order shall become effective on the last date signed by the Authority or upon receipt of a "notice to proceed", whichever is earlier. This task order shall expire on **XX**, unless mutually extended.

This Task/Project Order can be invoiced in conjunction with other invoices, but charges must be identified for each Task/Project Order individually. A copy of all applicable time and expense charges shall be attached to each invoice. An electronic copy of the invoice shall be sent to consultantinvoices@maineturnpike.com. Any questions regarding the invoicing should be directed to Jacqueline Hansen at jhansen@maineturnpike.com or (207)482-8135.

Consultant

Maine Turnpike Authority

By: _____ Date: _____ By: _____ Date: _____

Name and Title Printed: _____ Name and Title Printed: _____

POTENTIAL TASK ORDER AMENDMENT

Task/Project #:	Consultant Contact:
Reference Code #:	Consultant Firm Name:
GCA #:	Address:
MTA Contact:	Vendor #:

Task Order Amendment Number:

Date:

Project Name:

Current Task Order Maximum Amount: \$
Additional funds requested: \$
Modified Task Order Maximum Amount:

Current Contract Expiration Date:
Modified Contract Expiration Date:

Description and Reason for Change:

Is this a change in Project Scope:

Will this require additional time to complete:

INVOICE TEMPLATE

For reference and instructional purposes only. Please do not submit as invoice.

(Company Name)
Invoice Cover Sheet
MTA Contract #

Invoice should be addressed
 to:
 Officer
 2360 Congress
 Street
 Portland, ME 04102

Note: If there are multiple Task/Project Orders under one contract, the consultant may invoice under one invoice, yet all information as noted below should be included separately per task/project order. This information can come in the form of a cover letter. If doing so, please be sure to include the total invoice amount on that cover letter.

MTA Task/Project Order #
MTA Task/Project Order Description:
MTA Task/Project Order Expiration:
MTA Project Contact:
MTA Reference Code#

Company Name:
Invoice #:
Billing Period:
Total Amount Due:

Task/Project Order Summary Report:

Task Order Not To Exceed Amount	\$
Less Billed to date (including current invoice)	(\$)
Task Order Remaining Balance	

Progress Report/Project Update:

Narrative explanation of project status and progress related to the billing period. Narrative should coincide with this invoicing period and the expenses billed for this period. This section would also be for explanation of problems/issues, special circumstances, or additional information. Progress Report/Project Update can be a separate document included with the invoice.

Summary Direct Payroll (Detail Attached)

This Billing Period:	\$
	\$
	\$
Total Labor and Over head	\$

Summary Direct Expenses (Detail Attached)

Sub-Consultant:	\$
Travel:	\$
Printing:	\$
Supplies:	\$

Appendix C-Continued

Other (specify): _____ \$ _____
Total Direct Expenses _____ \$ _____

**Total Amount Due
This Period** _____ \$ _____

Note:

- All above charges should be substantiated by appropriate documentation.
- The reimbursable costs for per diem (lodging which requires overnight stay and meals) shall not exceed the current amount allowed by the United States General Services Administration.
- Please pay special attention to meal receipts, as they need to be itemized in order for them to be considered for reimbursement.

For further explanation of allowable expenses and other compensation and payment related questions, please refer to the MTA's Engineering Consultant General Conditions.

We certify that the invoiced charges are correct and properly reflects work done during this invoice period.

Signature: _____ Date: _____
Title: _____