**CONTRACT FOR A STATE-FUNDED PROJECT**

Project Location:       Contract Maximum Amount:

Project WIN:       Contract Effective Date:

 Contract Expiration Date:

This Project Contract (**Contract**) is entered into by and between the      , (hereinafter **Municipality**), a municipal corporation with its principal administrative offices located at       and with a mailing address of      , and       **(**hereinafter **Consultant**),a corporation or other legal entity with its principal place of business located at      .

This Contract contains the following attachments:

* Appendix A – Method of Payment and Contract Rates
* Appendix B – Detailed Scope of Work
* Appendix C – Equal Employment Opportunity Provisions

The Municipality and the Consultant hereby agree as follows:

1. **The Scope of Work**.The Consultant agrees to complete all work as set out in Appendix B to this contract. The Consultant shall furnish all professional services, supervision, labor, equipment, tools, supplies, and permanent and temporary materials required to perform all work pursuant to this contract. The Municipality shall have the right to alter the nature and extent of the work as provided in this Contract.
2. **General Terms and Conditions**.This Contract involves funding from the State of Maine. The Consultant, therefore, agrees to be bound by all applicable provisions of the Maine Department of Transportation’s Consultant General Conditions, dated **February 2020**: [www.maine.gov/mdot/cpo/docs/general/2020/ConsultantGeneralConditions4212020.pdf](http://www.maine.gov/mdot/cpo/docs/general/2020/ConsultantGeneralConditions4212020.pdf).
3. **Time**.This Contract shall become effective on the date last signed, which shall constitute the earliest date when work may commence. Work cannot continue after the Expiration Date shown at the top of this Contract without a modification in place to extend the Contract. The Consultant agrees to complete all project deliverables set out in this Contract on or before      .
4. **Team Members**. Please list names of the project manager, designer, other key personnel, and primary sub-consultants you are using for this Contract – as identified in the Consultant’s Proposal – who are expected to be involved for the duration of this Contract.

 Project Manager:

 Designer:

 Other key personnel, with job titles:

 Sub-consultants:

**E. Representations**. By signing below, the Consultant hereby represents that to the best of the Consultant’s knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Contract documents are complete and accurate as of the date of this Contract.

2. The Consultant knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized to sign this Contract on behalf of the Consultant and to legally bind the Consultant to the terms of this Contract.

4. Work shall not commence before the Municipality has fully executed this Contract and issued the Consultant a formal Notice to Proceed.

1. **Debarment.** By signing below, the Consultant hereby represents – to the best of the Consultant’s knowledge and belief – that the Consultant, its principals and any subconsultants are not debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any federal, state or local

governmental agency.

1. **Agreement**. The undersigned – having carefully examined the site of work, scope of work and the Consultant General Conditions, including insurance requirements contained therein – agrees to supply all professional services, supervision, labor, equipment, tools, supplies, and permanent and temporary materials required to perform all work in strict accordance with the terms and conditions of this Contract at the prices agreed to in this Contract.

Consultant also agrees:

First: That insurance (and a current Certificate of Insurance) as specified in the MaineDOT Consultant General Conditions and/or this Contract will be provided before any work begins under this Contract. If the level of insurance is specified in this Contract, that amount shall supersede the requirements set out in the General Conditions. Consultant shall name the Municipality as an additional insured on the Consultant’s general commercial liability policy.

Second: To begin the work on the date specified in a Notice to Proceed and to complete the work within the time limits herein, in accordance with the terms and conditions of this Contract.

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

|  |
| --- |
|  **MUNICIPALITY OF** |

**CONSULTANT NAME HERE**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 (Date Signed) (Date Signed)

**APPENDIX A:**

**METHOD OF PAYMENT AND CONTRACT RATES**

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| --- | --- | --- | --- | --- | --- |
|  | **METHOD OF PAYMENT** |  |  |  |  |
|   | **Burdened Hourly Rates - Adjustable** |  | **Consultant Name:** |   |
|   | **Burdened Hourly Rates – Fixed** |  | **Date:** |   |
|   | **Cost Per Unit of Work** |  |  |  |  |
|   | **Cost Plus Fixed Fee** |  |  |  |  |
|   | **Lump Sum** |  |  |  |  |
|  | **Employee Names/Classifications & Rates** |
| Please indicate the Employee Names/Classifications and rates that will be used to fulfill the requirements of this contract. |
|  |  |  |  |  |  |
| **Employee Name & Classification** | **Direct Labor Hourly Rate** | **Overhead** | **Profit/Fixed Fee** | **Burdened Hourly Rate** |
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**APPENDIX B:**

**DETAILED SCOPE OF WORK**

**APPENDIX C:**

**EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS**

By signing this Contract, the Consultant agrees to abide by the following Equal Employment Opportunity requirements during the performance of this Contract:

1. The Consultant shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religion, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to an actual occupational qualification. The Consultant shall take affirmative action to assure that applicants are employed, and employees are treated during their employment without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. The Consultant agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this section.
2. The Consultant – in all solicitations or advertising for employees placed by or on behalf of the Consultant relating to this Agreement – shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
3. The Consultant shall cause the foregoing provisions to be inserted into any subcontract for work covered by this Contract so that such provisions shall be binding upon each contractor, except for contracts or subcontracts for standard commercial supplies or raw materials.