

# Time and Materials Contract

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This time and materials contract (“*Agreement*”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ (the “*Effective Date*”) by and between \_\_\_\_\_ (“*Client*”) and \_\_\_\_\_ (“*Contractor*”).

The Contractor shall provide the following services to the Client:

The Contractor agrees to source all materials/supplies, labor, transportation, tools, equipment, parts and services for said work in conformance with this Contract and its supporting documents, which are attached, including:

1. Exhibit A - Proposal
2. Exhibit B - Price Sheet
3. Exhibit C - Terms and Conditions

## 1. Compensation/Consideration

The Contractor shall provide all materials/supplies, labor, transportation, tools, equipment, parts, and services to the satisfaction of the Client for the estimated price of \$\_\_\_\_\_, not to exceed \$\_\_\_\_\_ (“*not-to-exceed clause*”). The not-to-exceed estimate is in accordance with the Contractor’s time and materials proposal and rates, as included in the attached proposal, dated \_\_\_\_\_. All labor charges shall be in accordance with the T&M contract. Invoiced hours shall be subject to Client review and approval before payable.

If the performance of this Contract requires the services of subcontractors, equipment, supplies or materials, the Contractor agrees to pay these expenses in full.

The Parties anticipate that the execution of this Contract will remain within the limits of the not-to-exceed estimate. However, in the event that the Contractor foresees costs that, when added to all previously incurred costs, exceed 75 percent of the not-to-exceed estimate within the next 60 days, or the total cost for performance of this Contract is expected to be significantly greater or less than the initial estimate, the Contractor shall promptly notify the Client in writing.

## **2. Term of Contract**

This Agreement shall commence on \_\_\_\_\_ and continue until completion of the project or termination of this Agreement.

## **3. Time and Materials**

The Contractor's hourly rate shall be \_\_\_\_\_, with all hours being signed off by the Client. The Contractor agrees to not exceed \_\_\_\_\_ labor hours without a written amendment to this agreement. The Client will be held responsible for all materials/supply costs associated with the project with a markup of \_\_\_\_%.

## **4. Contract Changes**

The Contractor and the Client agree that no change to this agreement will be considered valid unless first delivered in writing and signed off by both the Contractor and the Client.

## **5. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

## **6. Termination**

Either Party may terminate this Agreement within \_\_\_\_\_ days' written notice to the other Party. Client may terminate this Agreement immediately upon written notice to the Contractor if there is a breach of any term of this Agreement.

## **7. Books of Account and Auditing**

The Contractor shall make available, upon the Client's request, true and complete records, which support billing statements, reports, and all other related documentation. The Client and their representatives shall have access during reasonable hours to all records deemed appropriate to auditing billing statements, reports, and all other related documentation. The Contractor agrees to keep and preserve all documentation which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract for at least seven years.

## **8. Labor**

The Contractor shall employ only competent and skilled subcontractors to conduct work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees.

## **9. Confidentiality**

The Contractor agrees to maintain the confidentiality of the Client's confidential information, including without limitation, trade secrets, customer lists, and business plans, and not to use such information except as necessary to perform the agreed upon services.

**10. Payments**

The Client shall pay the Contractor for services and expenses in accordance with submitted invoices. Payment shall be due within \_\_\_\_\_ days of the invoice date. Any late payments shall be subject to interest at the rate of \_\_\_\_% per month or the maximum rate allowed by law, whichever is less.

**11. Inspection of Services**

Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers' parts.

**12. Severability**

If any terms, conditions or provisions of this Contract shall be held unconstitutional, illegal or void, such finding shall not affect any other terms, conditions or provisions of this Contract.

**13. Exhibits**

The following exhibits are made a part of this Agreement:

- 1. Exhibit A - Proposal
- 2. Exhibit B - Price Sheet
- 3. Exhibit C - Terms and Conditions

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Contractor's Printed Name

\_\_\_\_\_  
Client's Printed Name

**Contractor's Contact Information:**

**Client's Contact Information:**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_