

# Sample Time and Materials Contract Template

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This time and materials (T&M) contract ("Contract") is made and entered into this \_\_\_ day of \_\_\_\_\_, 202\_\_ by and between \_\_\_\_\_ ("Owner") and \_\_\_\_\_ ("Contractor").

The Owner and Contractor agree as follows:

The Contractor will construct \_\_\_\_\_, and furnish all materials, supplies, labor, services, transportation, tools, equipment and parts for said work in conformance with this Contract and its supporting documents, which are attached hereto and incorporated herein by this reference, including:

1. Appendix A, Contractor's Proposal
2. Appendix B, Proposal Price Sheet
3. Appendix C, Terms and Conditions
- 4.

## 1. Compensation/Consideration

Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment and parts to \_\_\_\_\_ in a good and workmanlike manner to the satisfaction of the Owner for the estimated price of \$\_\_\_\_\_, not to exceed \$\_\_\_\_\_ ("Not to Exceed estimate"). The Not to Exceed estimate is in accordance with the Contractor's T&M proposal and rates, as included in the attached proposal, dated \_\_\_\_\_. All labor charges shall be in accordance with the T&M rates provided therein. Invoiced hours shall be subject to Owner 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 for the same in full. At the time of payment by Owner, Contractor shall certify in writing that said payments have been made.

The parties estimate that performance of this Contract will not exceed the Not to Exceed estimate. The Contractor shall notify the Owner in writing whenever it has reason to believe that the costs it expects to incur in the following 60 days, when added to all costs previously incurred, will exceed 75 percent of the Not to Exceed estimate; or the total cost for the performance of this Contract will be either greater or substantially less than had been previously estimated.

## **2. Term of Contract**

## **3. Insurance**

## **4. Changes**

The Contractor and the Owner agree that no change order or other form of order or directive will be considered valid unless it is delivered in writing by Owner to Contractor.

## **5. Choice of Law**

This Contract is subject to and shall be interpreted under the law of \_\_\_\_\_.

## **6. Termination**

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

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

## **8. Labor**

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees.

## **9. Disputes**

## **10. Payments**

All invoices shall be sent to the Owner's Project Manager identified in this Contract.

Owner will make payments for services on a monthly basis for services performed during the previous month in accordance with this Contract. All labor Invoices shall include labor categories, rates, hours worked and total amounts per category. All labor categories and rates charged must be included in Appendix B, the Price Proposal sheet. No other categories or rates will be allowed or payable. Materials will be payable on a reimbursable basis plus the agreed-to additional fees for overhead, handling, and General and Administrative (G&A) costs.

Owner will pay Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract, within 30 days (Net 30).

**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. Appendices**

The following Appendices are made a part of this Agreement:

- 1. Appendix A, Contractor's Proposal
- 2. Appendix B, Proposal Price Sheet
- 3. Appendix C, Terms and Conditions
- 4.

Contract Signature Page

In Witness Whereof,

\_\_\_\_\_  
Owner Name, Company and Title

\_\_\_\_\_  
Contractor Name, Company and Title

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title