

GUARANTEED RATE SERVICE AGREEMENT

CIVIL CONSTRUCTION ESTIMATING SERVICES (CCES)



SERVICE HIGHLIGHT & RATE GUARANTEE

This Agreement establishes a locked-in, guaranteed hourly rate for civil construction estimating services. Under this agreement, CCES guarantees no rate increases for the agreed duration, providing cost certainty and budget predictability for the Client.

1. PARTIES TO THE AGREEMENT

This Guaranteed Rate Service Agreement ("Agreement") is entered into and made effective as of the date of final execution below ("Effective Date"), by and between:

Service Provider: Civil Construction Estimating Services (CCES)

Effective Date: ____ / ____ / ____

Client Business Name: _____

Client Primary Contact: _____

2. SCOPE OF SERVICES & FIXED HOURLY RATE

CCES agrees to provide civil construction estimating services, including but not limited to quantity take-offs, cost modeling, tender preparation, subcontractor quote evaluations, and budget estimations as requested by the Client.

2.1 Fixed Guaranteed Hourly Rate: \$ _____ per hour (excl. GST / applicable sales tax)

2.2 Rate Guarantee: CCES guarantees that the hourly rate specified in Section 2.1 will remain fixed and will NOT be increased under any circumstances for the full duration of the Term specified in Section 3.

3. TERM AND TERM DURATION

This Agreement and the Guaranteed Rate shall commence on the Effective Date and remain in full force for the duration selected below (the "Term"):

☐ **6 Months** Guaranteed rate fixed for six (6) calendar months from Effective Date.

☐ **12 Months** Guaranteed rate fixed for twelve (12) calendar months from Effective Date.

[] **Custom Term:** Guaranteed rate fixed until _____.

4. CLIENT CANCELLATION & RE-SIGNING RESTRICTION TERMS

4.1 Client Right to Cancel: The Client reserves the right to cancel and terminate this Agreement at any point during the Term, for any reason, by providing written notice to CCES.

4.2 Payment for Work Completed: Upon cancellation by the Client, CCES will complete any unfinished estimates. The Client remains obligated to pay for all completed work and billable hours accrued up to the effective time of cancellation.

4.3 Six-Month Re-Signing Exclusion Clause: In consideration of CCES providing a locked, non-increasing hourly rate, the Client acknowledges and agrees that if the Client elects to cancel this Agreement prior to its natural expiration date, the Client SHALL NOT BE ELIGIBLE TO RE-SIGN OR RE-ENTER INTO A GUARANTEED RATE AGREEMENT WITH CCES FOR A PERIOD OF SIX (6) MONTHS from the official date of cancellation.

4.4 Subsequent Engagement: Should the Client require estimating services during the 6-month exclusion period following a cancellation, services will only be provided under CCES's Standard Rates (which are subject to prevailing market adjustments) and will not be subject to guaranteed price protections.

5. INVOICING & PAYMENT TERMS

5.1 Invoicing Frequency: CCES shall issue detailed tax invoices to the Client on a [*“Agreed terms basis”*] basis, itemising hours spent and work performed.

5.2 Payment Terms: Invoices are payable within [*“Agreed payment Terms”*] days from the date of issuance via direct bank transfer or approved payment method.

5.3 Overdue Accounts: CCES reserves the right to suspend estimating services for any outstanding invoices exceeding the agreed payment terms, with any additional costs that is apart of the *Payment Terns and Conditions*.

6. GENERAL TERMS & CONDITIONS

6.1 Standard of Service: CCES will perform all estimating services with due professional care, accuracy, and diligence. However, estimating outputs are opinions of probable construction costs based on available documentation and market conditions.

6.2 Confidentiality: Both parties agree to maintain strict confidentiality regarding all project data, tender documents, trade pricing, and commercial information shared during the Term.

6.3 Entire Agreement: This Agreement constitutes the entire agreement between CCES and the Client regarding guaranteed hourly rates and supersedes any prior oral or written arrangements.

7. EXECUTION & ACCEPTANCE

By signing below, both parties acknowledge, understand, and agree to all terms and conditions outlined in this Guaranteed Rate Agreement, including the 6-month re-signing restriction following cancellation.

Signed for & on behalf of CCES:

Signature: _____

Name: _____

Title: _____

Date: _____

Signed for & on behalf of Client:

Signature: _____

Name: _____

Title: _____

Date: _____