

SAMPLE CONTRACT

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§

KNOW ALL MEN BY THESE PRESENTS:

That this agreement made and entered into this ____ day of _____, 2010, by and between the Owner, Tarrant County, and _____, hereinafter called the "Contractor."

WITNESSETH: That said parties have agreed as set forth below:

1. That the Contractor hereby contracts with the Owner in connection with the project to do the following work required by the Contract Documents' as per contract documents titled _____, Tarrant County CSP No. 2010-____. The Contractor shall complete the _____ no later than ____ (__) calendar days after start date agreed upon by the Owner and Contractor.
 2. That the work herein contemplated shall consist of the Contractor furnishing, as an independent contractor, all labor, tools, appliances and materials necessary for the completion of said project in accordance with the specifications heretofore prepared by Arthur Weinman Architects in response to Tarrant County CSP No. 2010-____, and are hereto attached and made a part of this contract the same as if written herein.
 3. The Contractor hereby agrees and binds himself to commence work within ten (10) days after "Notice to Proceed" issued by Tarrant County.
 4. The Owner shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Order, the contract sum of _____ Dollars (\$_____).
- | | |
|-----------|---------|
| Materials | \$_____ |
| Services | \$_____ |
| Bonds | \$_____ |
| Total | \$_____ |
5. Based upon applications for payment submitted to the Facilities Department, the Owner shall make progress payments on account of the contract sum to the contract as follows: There will be due and payable on Contract, approximately each thirty (30) days, an amount equal to 95% of the value of the work completed. The Owner reserves the right to withhold 5% of the contract price for thirty (30) days after final acceptance of the work.

6. The Contractor agrees to fully indemnify and save whole and harmless the County of Tarrant from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.
7. The Contract Documents consist of this agreement, CSP No. 2010-____, Contractor's responses to CSP No. 2010-____ and any exhibits attached hereto, conditions of the contract (special, supplementary and other conditions), specifications, all addenda issued prior to execution of this agreement and all modifications issued subsequent thereto. These form the contract, and all are as fully a part of the contract as if attached to this agreement or repeated herein.

This agreement executed the day and year first written above.

COUNTY OF TARRANT
OWNER

CONTRACTOR

(SIGNATURE)

(SIGNATURE)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Funds Available, Certified By:

S. Renee Tidwell, CPA
County Auditor

Approved as to form*:

Ray Rike
Assistant District Attorney

**By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document as offered solely for the behalf of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).*