Texas Construction Contract

This **Texas Construction Contract** (“***Agreement***”) is made effective as of _____ ("***Effective Date***") by and between the following parties:

Owner

_____

_____ _____

_____ _____ _____ _____

_____ _____

Contractor

_____

_____ _____

_____ _____ _____ _____

_____ _____

Owner and Contractor are collectively referred to as the “***Parties***.”

1. Project and Property

Owner engages Contractor to perform the construction, repair, remodeling, alteration, improvement, or related services described in this Agreement at:

Property Address: _____

County: _____, Texas

Project Description: _____

The work includes only the labor, materials, equipment, supervision, permits, and services expressly described in this Agreement and any written change order signed by both Parties.

2. Scope of Work

Contractor shall perform the Work in accordance with the plans, specifications, selections, and written instructions identified below:

_____

Work not expressly included in the Scope of Work is excluded from the Contract Price unless the Parties approve it through a written change order.

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3. Contract Price

Owner shall pay Contractor a total contract price of _____ ("***Contract Price***"), subject to changes made under the Change Orders clause.

The Contract Price includes only the costs necessary to perform the Work described in this Agreement. Additional costs caused by Owner-requested changes, concealed conditions, code requirements not known when this Agreement was signed, or events outside Contractor's reasonable control are not included unless specifically stated otherwise.

4. Payment Terms

Payment Stage	Amount	Due Date or Trigger
Initial payment		
Progress payment 1		
Progress payment 2		
Progress payment 3		
Final payment		Final completion and required closeout documents

Contractor shall submit a written payment request before each payment becomes due. Owner shall pay undisputed amounts within _____ days after receiving the request.

If Owner fails to make a required payment, Contractor may suspend the Work after giving _____ days' written notice. Contractor is entitled to a reasonable extension of time and reimbursement for reasonable costs resulting from the suspension.

5. Schedule

Contractor expects to begin the Work on or about _____ and substantially complete the Work by _____.

The schedule is an estimate unless this Agreement expressly states otherwise. Contractor is entitled to a reasonable extension for weather, permit delays, material shortages, labor shortages, Owner delays, change orders, concealed conditions, utility interruptions, governmental action, or other events beyond Contractor's reasonable control.

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6. Permits and Compliance

Contractor shall obtain permits required for the Work unless this Agreement states that Owner will obtain them. Contractor shall perform the Work in material compliance with applicable laws, building codes, and permit requirements.

Owner shall provide reasonable cooperation and documents needed for permits, inspections, or approvals that require Owner participation.

7. Contractor's Responsibilities

Contractor shall provide competent labor, supervision, materials, and equipment necessary to perform the Work. Contractor shall perform the Work in a good and workmanlike manner.

Contractor may use subcontractors and suppliers. Contractor remains responsible to Owner for coordinating the Work and for the performance of its subcontractors.

8. Owner's Responsibilities

Owner shall provide Contractor reasonable access to the Property and work areas during normal working hours. Owner shall timely provide approvals, selections, decisions, and information needed for Contractor to perform the Work.

Owner shall disclose known conditions that may affect the Work, including site restrictions, easements, utility locations, hazardous materials, and structural conditions.

9. Change Orders

A change to the Work, Contract Price, or schedule is valid only if documented in a written change order signed by both Parties before the changed work begins.

Each change order must state the added, removed, or revised work and any adjustment to the Contract Price or completion date.

Emergency work reasonably necessary to protect persons or property may be performed before a written change order is signed. Contractor shall notify Owner promptly and provide a written description and cost estimate as soon as reasonably possible.

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10. Allowances and Selections

Any allowance in the Contract Price is an estimated amount for materials, products, or services not fully selected when this Agreement is signed.

If the actual cost exceeds an allowance, Owner shall pay the difference through a written change order. If the actual cost is less than the allowance, the Contract Price shall be reduced by the difference, subject to any agreed handling fee of _____.

11. Site Conditions

Contractor is not responsible for concealed, unknown, or preexisting site conditions, including hidden damage, unsuitable soil, undocumented utilities, mold, asbestos, lead-based paint, contaminated materials, or structural defects.

If Contractor discovers such a condition, Contractor may stop the affected Work and shall notify Owner. The Parties shall address the condition through a written change order, including any necessary adjustment to the Contract Price or schedule.

12. Insurance and Safety

Contractor shall maintain commercially reasonable insurance appropriate to the Work, including commercial general liability insurance. Contractor shall provide evidence of coverage upon Owner's written request.

Contractor shall take reasonable safety precautions at the Project site. Owner shall keep children, visitors, pets, and unauthorized persons away from active work areas.

13. Inspection and Completion

When Contractor believes the Work is substantially complete, Contractor shall notify Owner. Owner shall inspect the Work within _____ days and provide a written list of incomplete or nonconforming items.

Contractor shall correct valid items within a reasonable time. Minor items that do not materially affect the intended use of the Work do not prevent substantial completion.

Final payment is due after final completion, subject to any lawful withholding rights and the payment terms in this Agreement.

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14. Warranties

Contractor warrants that the Work will be performed in a good and workmanlike manner and in accordance with this Agreement. Contractor shall correct defects caused by its failure to meet that standard if Owner provides written notice within _____ after final completion.

Manufacturer warranties apply according to their own terms. Contractor shall transfer applicable manufacturer warranties to Owner when available.

This warranty does not cover normal wear, misuse, inadequate maintenance, Owner-supplied materials, design defects in Owner-provided plans, or damage caused by persons other than Contractor.

15. Damage to Property

Contractor shall take reasonable care to avoid unnecessary damage to the Property. Contractor is responsible for repairing damage caused by Contractor's negligent acts or omissions.

Contractor is not responsible for damage arising from concealed conditions, defective existing construction, normal construction impacts disclosed to Owner, or acts beyond Contractor's reasonable control.

16. Termination

Either Party may terminate this Agreement for a material breach if the breaching Party fails to cure the breach within _____ days after receiving written notice describing the breach.

Owner may terminate this Agreement without cause by giving written notice to Contractor. Owner shall then pay Contractor for Work properly performed, materials ordered or supplied, reasonable demobilization costs, and other nonrecoverable costs incurred before the termination date.

Contractor may terminate this Agreement if Owner fails to make a required payment or materially interferes with Contractor's performance and does not cure the issue within the notice period stated in this clause.

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17. Indemnification

To the extent permitted by Texas law, each Party shall be responsible for claims, losses, damages, and expenses caused by that Party's negligent acts, omissions, or breach of this Agreement.

Neither Party is required to indemnify the other for the other Party's own negligence, willful misconduct, or breach of this Agreement.

18. Limitation of Liability

Neither Party is liable to the other for indirect, special, incidental, punitive, or consequential damages, including lost profits or loss of use, except where prohibited by law or arising from fraud, willful misconduct, bodily injury, property damage, or an express obligation under this Agreement.

19. Dispute Resolution

The Parties shall first attempt in good faith to resolve disputes through direct discussions. If a dispute remains unresolved, either Party may request nonbinding mediation in the county where the Property is located.

If mediation does not resolve the dispute, either Party may pursue available legal remedies in a court of competent jurisdiction.

20. Governing Law

Texas law governs this Agreement. Any legal action arising from this Agreement must be brought in the county where the Property is located, unless applicable law requires another venue.

21. Notices

Any notice required under this Agreement must be in writing and delivered personally, by recognized courier, by certified mail with return receipt requested, or by email with confirmation of receipt.

Notices shall be sent to the addresses indicated in this Agreement or to another address provided by written notice.

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22. General Provisions

This Agreement contains the complete agreement between the Parties concerning the Work and replaces prior discussions, proposals, and representations about the Work.

An amendment is effective only if it is in writing and signed by both Parties. Neither Party may assign this Agreement without the other Party's written consent, except Contractor may subcontract portions of the Work.

If any provision is unenforceable, the remaining provisions remain in effect. A waiver is effective only if it is in writing and applies only to the specific instance stated.

23. Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to this Agreement.

Owner

Name

Date

Signature

Contractor

Name

Date

Signature

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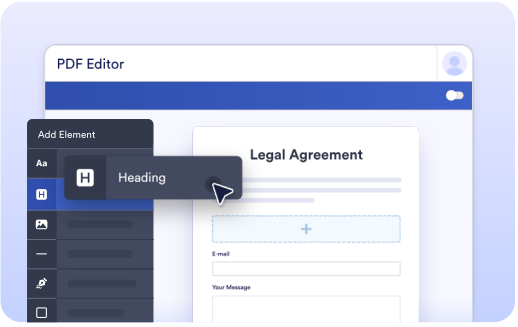
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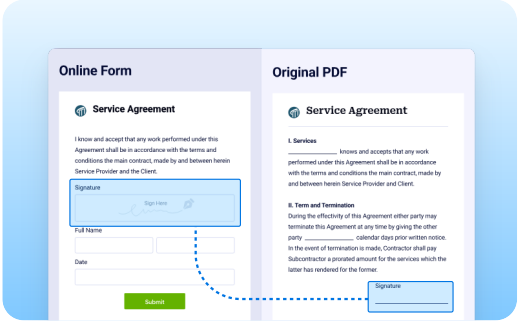
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