

TEXAS CONSTRUCTION CONTRACT

Project Location: _____ Contract Number: _____

Parties:

Owner Name: _____

Owner Address: _____

Contractor Name: _____

Contractor Address: _____

Recitals:

WHEREAS, Owner desires to have certain construction work performed at the Project Location; and WHEREAS, Contractor is qualified and willing to perform such work pursuant to the terms and conditions of this Contract.

1. Scope of Work:

Contractor shall furnish all labor, materials, equipment, and services necessary to complete the construction work described in the Contract Documents in a good and workmanlike manner and in accordance with all applicable laws, codes, ordinances, and regulations.

2. Contract Documents:

The Contract Documents consist of this Contract, drawings, specifications, addenda, and any other documents incorporated herein by reference, all of which form the entire agreement between Owner and Contractor.

3. Contract Price:

Owner shall pay Contractor the total sum agreed upon in the Contract Documents. Payment shall be made according to the schedule and terms set forth therein.

4. Payment Terms:

Payments shall be made based on progress of the Work as documented in approved invoices or progress reports. Final payment shall be made upon satisfactory completion of the Work and acceptance by the Owner.

5. Changes to the Work:

Any changes to the Work must be made in writing and signed by both Owner and Contractor. Adjustments to the Contract Price or Time shall be agreed upon in such written change orders.

6. Time of Completion:

Contractor shall commence Work promptly and diligently and shall complete the Work within the time specified in the Contract Documents, subject to extensions for causes beyond Contractor's control.

7. Insurance and Bonds:

Contractor shall maintain insurance coverage as required by law and the Contract Documents, including but not limited to general liability, workers' compensation, and automobile liability insurance. Contractor shall provide bonds if required.

8. Indemnification:

Contractor agrees to indemnify, defend, and hold harmless Owner from any claims, damages, losses, and expenses arising out of or resulting from the performance of the Work, provided such claim is caused in whole or in part by Contractor's negligence or misconduct.

9. Warranties:

Contractor warrants that the Work will be free from defects in workmanship and materials for a period of one year from the date of substantial completion, except for defects caused by abuse, modifications, or ordinary wear and tear.

10. Termination:

Owner may terminate this Contract for cause upon written notice to Contractor if Contractor fails to perform the Work in accordance with this Contract. Contractor may terminate only upon material breach by Owner and after providing written notice and opportunity to cure.

11. Dispute Resolution:

Any disputes arising under this Contract shall be resolved first by good faith negotiation. If unresolved, disputes shall be submitted to mediation. If mediation fails, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

12. Governing Law:

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

13. Entire Agreement:

This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter hereof. No amendments shall be effective unless in writing signed by both parties.

14. Notices:

All notices required or permitted under this Contract shall be in writing and shall be deemed delivered upon personal delivery, three days after deposit in the U.S. mail postage prepaid, or upon confirmed electronic transmission to the parties at their addresses set forth herein.

15. Severability:

If any provision of this Contract is held to be invalid or unenforceable, such provision shall be severed and the remainder of the Contract shall continue in full force and effect.

16. Waiver:

Failure or delay by either party to enforce any provision of this Contract shall not constitute a waiver of that provision or any other provisions.

17. Assignment:

Neither party may assign its rights or delegate its duties under this Contract without the prior written consent of the other party.

18. Independent Contractor:

Contractor is an independent contractor and not an employee, agent, or partner of Owner. Contractor shall have sole control over the means and methods of performing the Work.

19. Safety:

Contractor shall comply with all applicable safety laws, regulations, and standards to ensure a safe work environment.

20. Signatures:

OWNER'S SIGNATURE

CONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

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