

TEXAS CONSTRUCTION CONTRACT AGREEMENT

Project Address: _____ Contract Date: _____

PARTIES:

Owner Name: _____

Owner Address: _____

Contractor Name: _____

Contractor Address: _____

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and services necessary to complete the construction work described in the attached Exhibit A (the "Work") in accordance with the plans and specifications prepared by the Owner or Owner's agents.

2. CONTRACT PRICE

The Owner shall pay the Contractor the total sum of \$ _____ (the "Contract Price") for the full and satisfactory completion of the Work in accordance with this Agreement. Payments shall be made as set forth in Section 5 below.

3. TIME OF COMPLETION

The Contractor shall commence the Work upon receipt of written Notice to Proceed from the Owner and shall achieve Substantial Completion of the Work within _____ days thereafter, subject to extensions for excusable delays.

4. CHANGES IN THE WORK

Any changes to the Work, Contract Price, or Time of Completion shall be made only by written Change Order signed by both the Owner and Contractor.

5. PAYMENT TERMS

Payments shall be made monthly based on the Contractor's application for payment, supported by such documentation as the Owner may reasonably require. The Owner shall pay the undisputed amount due within 14 days of receipt of an approved application. Final payment shall be made upon completion of the Work and acceptance by the Owner.

6. WARRANTIES

The Contractor warrants that the Work will be free from defects in workmanship and materials for a period of one (1) year from the date of Substantial Completion. The Contractor shall correct any defects reported during the warranty period at no cost to the Owner.

7. INSURANCE

The Contractor shall maintain insurance coverage as required by Texas law and shall provide certificates of insurance to the Owner upon request.

8. INDEMNITY

The Contractor agrees to indemnify and hold harmless the Owner from and against any claims, damages, losses, and expenses arising out of or resulting from performance of the Work, provided that such claim is caused by the negligent acts or omissions of the Contractor.

9. TERMINATION

Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure such breach within 15 days of notice. Upon termination, the Owner shall pay the Contractor for Work performed to the date of termination.

10. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws principles. Venue for any dispute arising out of or relating to this Agreement shall be in the state or federal courts located in the county where the Project is located.

11. DISPUTE RESOLUTION

Any dispute arising under this Agreement shall be resolved first through mandatory mediation. If mediation fails, the parties may pursue litigation. Both parties waive their right to a trial by jury.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or understandings. Any amendments must be in writing and signed by both parties.

13. NOTICES

All notices under this Agreement shall be in writing and delivered by hand, certified mail, or nationally recognized overnight courier to the addresses set forth above or such other address as either party may designate by notice.

14. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

OWNER'S SIGNATURE

CONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

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