

SUPREME COURT OF TEXAS

Third Coast Services, LLC and SpawGlass Civil Construction, Inc. v. Felicitas Castaneda, Individually and as Representative of the Estate of Pedro Castaneda, Deceased, Irving Castaneda, Evelyn Castaneda, and Lizzie Castaneda

Third Coast Services, LLC v. Castaneda, No. 23-0848 (Tex. Dec. 12, 2025) · No. No. 23-0848 · Decided December 12, 2025

SUMMARY

The Supreme Court of Texas held that Texas Civil Practice and Remedies Code Section 97.002 does not require a contractor to have a direct contractual relationship with the Texas Department of Transportation. The Court concluded that SpawGlass Civil Construction, Inc. and Third Coast Services, LLC performed construction work for TxDOT and that traffic-signal work constituted construction of a highway under the statute. The Court reversed and remanded for consideration of whether the contractors conclusively established their compliance with contract documents material to the accident-causing condition.

CASE DETAILS

COURT	Supreme Court of Texas
WRITING FOR THE COURT	Justice Rebeca A. Huddle
JURISDICTION	Supreme Court of Texas
DECIDED	December 12, 2025
DOCKET	No. 23-0848
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Petition for review from an interlocutory appeal of the trial court's denial of contractors' motions for summary judgment asserting the affirmative defense under Texas Civil Practice and Remedies Code section 97.002.
STANDARD OF REVIEW	Statutory interpretation is reviewed de novo. To obtain summary judgment based on the affirmative defense in section 97.002, the contractors must conclusively establish each element of the defense.
PRECEDENTIAL VALUE	Published and precedential opinion of the Supreme Court of Texas

PARTIES

Third Coast Services, LLC, SpawGlass Civil Construction, Inc. v. Felicitas Castaneda, individually and as representative of the estate of Pedro Castaneda, deceased, Irving Castaneda, Evelyn Castaneda, Lizzie Castaneda

TOPICS

construction law

statutory interpretation

appellate procedure

interlocutory appeal

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PRACTICE AREAS

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summary judgment

QUESTIONS PRESENTED

1. Whether Texas Civil Practice and Remedies Code section 97.002 requires a contractor to have contractual privity with or be hired directly by TxDOT.
2. Whether the contractors' work was performed "for" TxDOT within the meaning of section 97.002.
3. Whether the construction or installation of traffic signals constituted construction or repair of a highway, road, or street under section 97.002.
4. Whether the contractors conclusively established compliance with contract documents material to the condition or defect that proximately caused the alleged injury and death.

HOLDINGS

1. Section 97.002 does not require a contractor to contract directly with or be hired by TxDOT; the court of appeals erred by engrafting a contractual-privity requirement onto the statutory text.
2. The contractors performed their work "for" TxDOT because their work concerned frontage roads for which TxDOT would ultimately bear responsibility for operation and maintenance, even though the contractors were hired by the County and SpawGlass.
3. The contractors' work installing traffic signals for the future TxDOT frontage roads constituted construction or repair of a highway under section 97.002.
4. The Supreme Court did not decide whether the contractors conclusively established compliance with contract documents material to the alleged defect; that fact-intensive issue was remanded to the court of appeals for consideration in the first instance.

KEY QUOTATIONS

"Section 97.002's text nowhere limits its application to contractors who contract with and are hired by TxDOT directly." (7)

"The fact that the contractors' work may have been 'for' the County does not preclude their work from also being 'for' TxDOT." (10)

“Like guard rails, traffic signals pertain to the physical function of the road and reduce the risks associated with highway travel.” (12)

FACTUAL BACKGROUND

Pedro Castaneda was driving across State Highway 249 at Woodtrace Boulevard when two vehicles collided with his truck. The intersection and surrounding area were under construction, and installed traffic signals were not yet operational; the police report stated that Castaneda failed to yield at a stop sign. Montgomery County contracted with SpawGlass as general contractor for a toll-road project, and SpawGlass subcontracted with Third Coast to furnish and install electrical components, including traffic signals. The project included existing SH 249 lanes that would become frontage roads for which TxDOT would ultimately assume operation and maintenance responsibility.

PROCEDURAL HISTORY

Castaneda's family sued the contractor defendants after a fatal vehicle collision at an intersection under construction. The contractors moved for summary judgment under section 97.002; the trial court denied the motions, and the contractors pursued an interlocutory appeal under section 51.014(a)(17). The Fourteenth Court of Appeals affirmed, holding that section 97.002 applies only to contractors hired by and in contractual privity with TxDOT. The Supreme Court of Texas granted review, reversed the court of appeals, and remanded for consideration of the remaining statutory elements.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The case is remanded to the Fourteenth Court of Appeals to determine whether SpawGlass and Third Coast conclusively established the remaining elements of section 97.002, including compliance with contract documents material to the condition or defect that was the proximate cause of the injury, property damage, or death.

CASES CITED

- Regency Field Servs., LLC v. Swift Energy Operating, LLC, 622 S.W.3d 807, 819 (Tex. 2021)
- Gorman v. Life Ins. Co. of N. Am., 811 S.W.2d 542, 546 (Tex. 1991)
- First Sabrepoint Cap. Mgmt., L.P. v. Farmland Partners Inc., 712 S.W.3d 75, 84 (Tex. 2025)
- Tex. Health & Hum. Servs. Comm’n v. Est. of Burt, 689 S.W.3d 274, 279 (Tex. 2024)
- Hampton v. Thome, 687 S.W.3d 496, 501 (Tex. 2024)
- Rogers v. Bagley, 623 S.W.3d 343, 352 (Tex. 2021)
- Cadena Comercial USA Corp. v. Tex. Alcoholic Beverage Comm’n, 518 S.W.3d 318, 325-26 (Tex. 2017)
- Hogan v. Zoanni, 627 S.W.3d 163, 170 (Tex. 2021) (plurality op.)
- Mahoney v. Webber, LLC, 608 S.W.3d 444, 447-48 (Tex. App.—Houston [1st Dist.] 2020, no pet.)

- Tex. State Bd. of Exam'rs of Marriage & Fam. Therapists v. Tex. Med. Ass'n, 511 S.W.3d 28, 34-35 (Tex. 2017)
- State v. Fidelity & Deposit Co. of Maryland, 223 S.W.3d 309, 312 (Tex. 2007)
- Reames v. Hawthorne-Seving, Inc., 949 S.W.2d 758, 763 (Tex. App.—Dallas 1997, pet. denied)
- S. Tex. Coll. of Law v. KBR, Inc., 433 S.W.3d 86, 91-92 (Tex. App.—Houston [1st Dist.] 2014, pet. denied)
- Apache Corp. v. Apollo Expl., LLC, 670 S.W.3d 319, 340 (Tex. 2023)
- Wasson Ints., Ltd. v. City of Jacksonville, 489 S.W.3d 427, 439 (Tex. 2016)

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