

CITY OF FARMERS BRANCH
STANDARD FORM OF AGREEMENT
FOR OWNER-CONTRACTOR PROJECTS

Approved as to Legal Form by
Legal Counsel

STATE OF TEXAS }

COUNTY OF DALLAS }

THIS AGREEMENT made and entered into this 20th day of October, A.D. 2025, by and between THE CITY OF FARMERS BRANCH of the County of Dallas and State of Texas, acting through THE CITY MANAGER OF THE CITY OF FARMERS BRANCH, thereunto duly authorized so to do, Party of the First Part, hereinafter termed Owner, and Rebcon, LCC, of the City of Arlington County of Tarrant and the State of Texas, Party of the Second Part, hereinafter termed Contractor.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (Owner), and under the conditions expressed in the bond bearing even date herewith, the said Part of the Second Part (Contractor), hereby agrees with the said Party of the First Part (Owner) to commence and complete the construction of certain improvements described as follows:

Farmers Branch Westside Art Trail and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by **Kimley-Horn & Associates** herein entitled the Consultant Engineer, each of which has been identified by the Contractor and the Engineer, together with the Contractor's written proposal, the General Conditions of the Agreement, the Performance, Payment, and Maintenance Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

A. Contract Document and Order of Precedence

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. any listed and numbered addenda;
4. the Special Conditions;
5. the Special Provisions;

- 6. the General Conditions of Agreement;
- 7. Technical Specifications and Construction Drawings;
- 8. the Owner's Standard Construction Details;
- 9. the Texas Department Standard Specifications for Construction and Maintenance of Highways, Street and Bridges Adopted by the Texas Department of Transportation November 1, 2014;
- 10. the Standard Specifications for Public Works Construction" by North Central Texas Council of Governments (NCTCOG) most recent amendments;
- 11. the Owner's written notice to proceed to the contractor;
- 12. the Contractor's Bid Proposal;
- 13. the Performance, Payment, and Maintenance Bonds;
- 14. any other bid materials distributed by the Owner that relate to the Project.

The Contractor hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete the same within **270** calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

The Owner agrees to pay the Contractor in current funds the price or prices shown in the proposal, attached hereto and incorporated herein as part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

City of Farmers Branch
Party of the First Part
 (Owner)

By: _____
 Name: Ben Williamson
 Title: City Manager

Attest: _____
Erin Flores
City Secretary

Rebcon, LLC
Party of the Second Part
 (Contractor)

By: 
 Name: Danny Krieg
 Title: President

Attest: 
 Name: Albert Martinez
 Title: Estimator

Approved As To Form:

 City Attorney