

## MASTER AGREEMENT for DEMOLITION of SUBSTANDARD STRUCTURES

This Master Agreement is by and between the CITY OF NIXON, TEXAS (herein called City) and \_\_\_\_\_ (herein called Contractor).

City and Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

### Article I. PRELIMINARY MATTERS

#### Section 1.01 Evidence of Insurance

- (a) Before any Work at the Site is started, Contractor shall deliver certificates of insurance required to purchase and maintain until Final Completion.

#### Section 1.02 Purpose of Master Agreement

- (a) This Master Agreement is for the provision of On-Call demolition services in connection with the demolition of structures ordered to be demolished by the City's Building Standards Commission but not demolished by the structure's Owner; all as requested and ordered in subsequent Work Authorizations, which may be attached to this Master Agreement. Each Work Authorization is considered an assignment (PROJECT).

#### Section 1.03 Commencement of Contract Times; Notice to Proceed

- (a) The Contract Times will be indicated within each Work Authorization and Notice to Proceed is considered to have been given on the Effective Date of the Work Authorization.

### Article II. WORK

#### Section 2.01 Contractor shall complete all Work as specified herein.

- (a) The Work is generally described in the Statement of Work, Attachment A.

- (b) The Work is specifically described in each awarded Work Authorization. A blank Work Authorization is at Attachment B.
- (c) The City shall provide all work and services as enumerated on each Work Authorization and in accordance with this Master Agreement.
- (d) Unless otherwise stated within any specific Work Authorization, all terms and conditions of this Master Agreement apply to all Work Authorizations under this Master Agreement.

Section 2.02 City's acceptance of the Work by final acceptance, using the property, final payment, or any other manner do not constitute an acceptance of work not done in accordance with this Agreement.

#### Section 2.03 Supervision and Superintendence

- (a) The contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- (b) The contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- (c) At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to City.

#### Section 2.04 Services, Materials, and Equipment

- (a) Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidental necessary for the performance, testing, start-up, and completion of the Work.

#### Section 2.05 Concerning Subcontractors, Supplies, and Others

- (a) Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom City may have reasonable objection.
- (b) Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- (c) Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- (d) Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between City and any such Subcontractor, Supplier or other individual or entity; nor shall create any obligation on the part of City to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as otherwise required by Laws and Regulations.
- (e) Contractors shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the work under a direct or indirect contract with Contractor.
- (f) The contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with City through Contractor.

#### Section 2.06 Permits

- (a) Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses.
- (b) The contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement.

- (c) The city shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### Section 2.07 Laws and Regulations

- (a) The contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work.
- (b) Except where otherwise expressly required by applicable Laws and Regulations, neither City shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- (c) If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.
- (d) Changes in Laws or Regulations not known at the time of opening of Bids influencing the cost or time of performance of the Work could be the subject of an adjustment in Contract Price or Contract Times.

#### Section 2.08 Taxes

- (a) Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### Section 2.09 Safety and Protection

- (a) The contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- (b) Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all

necessary precautions for the safety of, and all shall provide the necessary protection to prevent damage, injury or loss to:

- (i) All persons on the Site or who may be affected by the Work.
  - (ii) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - (iii) Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement during construction.
- (c) Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
  - (d) Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
  - (e) The contractor shall comply with the applicable requirements of City's safety programs, if any.
  - (f) Contractor shall inform City of the specific requirements of Contractor's safety program with which City's employees and representatives must comply while at the Site.
  - (g) Contractor's duties and responsibilities for safety and for protection of the Work shall continue until Final Completion has been approved by the City.
  - (h) Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

- (i) Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### Section 2.10 Emergencies

- (a) In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss.
- (b) Contractor shall give City prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- (c) If City determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued, once approved by the City Council of the City of Nixon.

#### Section 2.11 Contractor's General Warranty and Guarantee

- (a) Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- (b) Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute.
- (c) Care of Work

- (i) The Contractor shall be responsible for all damages to person or property that occur because of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (ii) The Contractor shall avoid damage because of his operations to existing sidewalks, streets, curbs, pavements, utilities, (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

#### Section 2.12 City May Terminate for Convenience

- (a) Upon seven days' written notice to the Contractor, City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - (i) Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work.
  - (ii) Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses.
  - (iii) Reasonable expenses directly attributable to termination.
  - (iv) The contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### Article III. Other Work at the Site

##### Section 3.01 Related Work at Site

- (a) City may perform other work related to the Project at the Site with City's employees, or through other direct contracts therefore, or have other work performed by utility owners.
- (b) If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article, Contractor shall inspect such other work and promptly report to City in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work.
- (c) Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- (d) Access to Work
  - (i) City, its consultants and other representatives and personnel of City, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### Section 3.02 Hazardous Environmental Condition at the Site

- (a) Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work.
- (b) The contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by the Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.



(c) If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately do all the following:

(i) secure or otherwise isolate such conditions.

(ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency); and

(iii) notify City (and promptly thereafter confirm such notice in writing). The City shall promptly take such actions as are necessary to permit City to timely obtain required permits and provide Contractor the written notice as required by herein.

#### Article IV. City's Responsibilities

Section 4.01 City shall promptly furnish the data required of City under the Contract Documents.

Section 4.02 City shall make payments to Contractor when they are due as provided.

Section 4.03 Upon request of Contractor, City shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy City's obligations under the Contract Documents.

Section 4.04 While at the Site, City's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which City has been informed in writing.

#### Article V. RESERVED

#### Article VI. CONTRACT PRICE

Section 6.01 City shall pay Contractor in current funds, for completion of the Work designated herein in accordance with the Contract Documents, per each Work Authorization issued to Contractor.

Article VII. PAYMENT PROCEDURES.

Section 7.01 Single and Final Payment.

- (a) Upon completion and acceptance of the Work for each Work Authorization, the City shall pay the Contract Price of each Work Authorization.

Article VIII. Insurance

Section 8.01 Insurance

- (a) During the term of this agreement, Contractor shall provide and maintain, at its own expense, the following types and minimum amounts of insurance:

Type:	Minimum:
1. Workers' Compensation***	Statutory
2. Employers' Liability	<del>\$500,000/\$500,000/\$500,000</del>
3. Commercial General (public) Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Product Completed Operations d. Personal Injury e. Contractual Liability	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per; General Aggregate Limit of \$2,000,000 occurrence or its equivalent in umbrella or excess liability coverage  Additional Insured: City of Nixon
4. Business Automobile Liability a. Owned/Leased Vehicles b. Non-Owned Vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Professional Liability, if applicable (claims made form)	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any negligent act, omission, malpractice, or error in professional services.

\*\*\*Texas Workman's Compensation Insurance-Statutory Requirements  
endorsed with waiver of subrogation in favor of the City of Nixon.

Article IX. Severability.

Section 9.01 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken.

(a) All remaining provisions shall continue to be valid and binding upon City and Contractor.

Article X. Indemnity

Section 10.01 **To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless City and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to all portions of this Agreement and the Work performed in relation to this Agreement by Contractor or by anyone for whom Contractor is responsible.**

Article XI. Business Addresses.

Section 11.01 The business address of Contractor and City given herein is hereby designated as the place to which all notices, letters, and other communication to Contractor will be mailed or delivered.

Section 11.02 Either party may change its address at any time by an instrument in writing delivered to Engineer and to the other party.

Article XII. Other Requirements.

Section 12.01 This Agreement and all the transactions contemplated herein shall be governed by and construed in accordance with the laws of Gonzales County, Texas.

Section 12.02 This Agreement shall be governed by the laws of the State of Texas.

Section 12.03 City and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

**Attachments:**        (A)    Statement of Work  
                              (B)    Sample Work Authorization

This CONTRACT shall be effective from and after execution by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the \_\_\_\_ day of January 2025.

**For CITY OF NIXON:**

**For** \_\_\_\_\_

\_\_\_\_\_  
DARRYL BECKER  
City Administrator

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