

Section J

CONTRACT CLAUSES

PARKS AND GROUNDS MAINTENANCE CONTRACT

This Parks and Grounds Maintenance Contract is entered into this ____ day of _____, 2025 by and between the Town of Horizon City, Texas (the “City”) and _____, _____ (the “Contractor”).

1. Term

The contract will become effective on January 1, 2026 or the date Town of Horizon City Council awards the contract, whichever comes later, and terminate on December 31, 2029 unless Town of Horizon City exercises its option to extend the contract as indicated on the original contract.

If no option to extend the agreement exists or Town of Horizon City chooses to not exercise the option to extend the contract, and Town of Horizon City has not obtained another service contractor by the expiration date of the contract, Town of Horizon City at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

OPTION TO EXTEND THE TERM OF THE AGREEMENT:

Town of Horizon City at its sole discretion, may exercise any option to extend the term of the agreement, by giving the Contractor written notice within the time period noted on the selected option:

The Contractor offers Town of Horizon City the option of extending the term of the contract for:

____ **One** (1) additional year at the same unit prices, if the option is exercised with thirty (30) days’ written notice prior to the expiration of the original term of the Contract.

☒ **Two** 1–year options to extend at the same unit prices, if the option is exercised with thirty (30) days’ written notice prior to the expiration of the original term of the Contract and prior to the expiration of the exercised first year of the second one-year option.

____ **NO OPTION OFFERED**

2. Consideration

A. The Contractor will submit invoices to Town of Horizon City on the 25th day of each month for services furnished between that date and the period covering the prior month’s invoice, to include the costs for the Basic Services, as listed in the Scope of Work attached to this Contract, attached hereto as Attachment “A” and made part hereof for all purposes, and the costs for all other provided services, as allowed.

- B. Invoices will be itemized. Town of Horizon City will compensate the Contractor for **Additional Services**, as listed in the Scope of Work attached to this Contract, as Attachment "A", based on the Unit Costs identified therein.
- C. Invoices shall only cover work that was performed during the billing period. Should an area not require maintenance for any reason, the invoice shall be adjusted accordingly.
- D. Invoices will reflect the Solicitation Number and the Purchase Order Number.
- E. Do not include Federal Tax, State Tax, or City Tax. Town of Horizon City will furnish a tax exemption certificate upon request.
- F. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- G. Copies of the bill of lading and the freight waybill when applicable will be attached to the invoice. Required tip tickets and receipts for herbicide/pesticide and any other applicable materials shall also be attached to the invoice.
- H. Payments will be processed after verification and approval of such invoice. Payment shall be made in accordance with the Texas Prompt Payment Act.
- I. Mail invoices to the Town of Horizon City, ATTN: Accounts Payable, 14999 Darrington Road, Horizon City, Texas 79928.
- J. The Contractor shall advise Town of Horizon City's Accounts Payable Section of any changes in its remittance addresses.

3. Termination

Either party may terminate this Contract if the other party has breached the Contract and fails to correct such breach for a period of thirty-days (30-days) after receipt of written notice to correct the same. In addition, either party may terminate this Contract without cause upon ninety (90) day written notice to the other party of the intention to terminate this Contract. In addition, this Contract may be terminated at any time by mutual written agreement of the Parties. In addition, this Contract shall automatically terminate if Town of Horizon City Council of the Town of Horizon City fails to appropriate or budget money for the payment of the Services under this Contract. All payments by Town of Horizon City under this Contract are payable only out of current City revenues.

4. Independent Contractor

The Contractor shall instruct all of its employees as to work procedures and thoroughly acquaint each employee with his or her duties. Town of Horizon City shall notify the Contractor if any of the Contractor's employees do not perform their duties as necessary to carry out the Contractor's duties under this Contract. Nothing contained herein shall be construed as creating the relationship of employer-and-employee between Town of Horizon City and the Contractor or between Town of Horizon City and the Contractor's employees. The Contract shall be deemed at all times to be an independent contractor. In carrying out the terms of this Contract, the Contractor shall select its own employees and such employees shall be and shall act under the exclusive and complete supervision and control of the Contractor.

5. Property Damage

The Contractor shall promptly notify Town of Horizon City's Public Works Director or designee of any damage or vandalized plants, materials, or equipment that the Contractor discovers on the property. The Contractor shall reimburse Town of Horizon City for any property damage caused by anyone under the Contractor's employ or direction.

6. Trash

The Contractor shall be responsible for providing trash bags or other appropriate containers for picking up trash and trimmings and pet waste, and the Contractor shall be responsible for hauling all collected waste to the Greater El Paso Landfill, including assuming the cost for any tipping fees. Trash and trimmings shall not be allowed to accumulate such that they present a health or safety hazard, and must be taken to the landfill as necessary, but in no event, not fewer than bi-weekly, or as directed by Town of Horizon City's Public Works Director or designee. A copy of all trip tickets must be provided to Town of Horizon City's Public Works Director or designee, as described in Clause 2.

7. Employees

- A. The Contractor shall provide an adequate staff (6-person crew minimum, excluding owner, herbicide/pesticide, and irrigator) for the coordination and expediting of his work. The Contractor shall employ only competent, efficient workmen for the performance of services and shall not use the work of any unfit person or one not skilled in the work assigned to him/her; and shall at all times maintain good order and strict discipline among the Contractor's employees.
- B. Whenever Town of Horizon City's Public Works Director or designee shall inform the Contractor in writing that, in his opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work, such employee shall be removed from Town of Horizon City's work site and shall not again be employed on it.
- C. Under urgent circumstances, Town of Horizon City's Public Works Director or designee may orally require immediate removal of an employee for cause, to be followed by written confirmation.
- D. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, Town of Horizon City's Public Works Director or designee may, by written notice, suspend the work until the Contractor complies with the provisions of this paragraph.
- E. The Contractor shall pay or cause to be paid, without cost or expense to Town of Horizon City, all Social Security, Unemployment, and Federal Income Withholding taxes of all employees and that all employees shall be paid wages and benefits as required by federal and state law.

8. Subcontractors

- A. The Contractor shall not make any subcontract for performing any portion of the work included in the contract without written notice to and the consent of Town of Horizon City's Public Works Director or designee. Upon request by Town of Horizon City's Public Works Director or designee, the Contractor shall promptly furnish all information to establish that any proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms

and conditions of this contract. Town of Horizon City's Public Works Director or designee shall not unreasonably withhold consent for approval of a subcontract. Town of Horizon City's Public Works Director or designee approval or disapproval of any subcontractor or of a particular process or material will not relieve the Contractor of its responsibility for performance of work as called for under the contract documents and shall not provide a basis for any claim of additional time or money on the part of the Contractor. Such approval shall not be construed to create any contractual relationship between the subcontractor and Town of Horizon City. In no event shall the contract price be increased as a result of the rejection of any subcontractor.

- B. If the use of a subcontractor is permitted, the Contractor shall either require each subcontractor to procure and maintain during the life of the subcontract, subcontractor's insurance of the same types and in the same minimum amounts required by the contract or the Contractor may insure the activities on its policy or policies.
- C. If Town of Horizon City's Public Works Director or designee determines that any proposed subcontractor is unacceptable, Town of Horizon City will so notify the Contractor, who may thereupon submit another proposed subcontractor unless the Contractor decides to do the work itself. Disapproval by Town of Horizon City's Public Works Director or designee of any proposed subcontractor shall not provide a basis for any claim by the Contractor.
- D. If an approved subcontractor fails to properly perform the work undertaken, the subcontractor shall be removed from the job upon request of Town of Horizon City's Public Works Director or designee, following notification to the Contractor in writing of the request for removal and the reason therefore. Each subcontract entered into shall provide that the provisions of this contract shall apply to such subcontractor and its officers and employees in all respects as if the subcontractor and its officers and employees are employees of the Contractor. Town of Horizon City's Director of Public Works or designee's decision not to disapprove of any subcontract shall not relieve the Contractor of any of its responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible for the acts, omissions, negligence or defaults of its subcontractors and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.
- E. The Contractor agrees to bind each subcontractor, and each subcontractor agrees to be bound by the terms of the contract documents insofar as applicable to its work. The Contractor and each subcontractor jointly and severally agree that nothing in the contract documents or otherwise shall create or be deemed to create any rights in favor of a subcontractor against Town of Horizon City; nor shall be deemed or construed to impose upon Town of Horizon City any obligation, liability or duty to a subcontractor; or to create any contractual relation whatsoever between a subcontractor and Town of Horizon City.
- F. The provisions contained herein shall likewise apply to any sub-subcontracts.

9. Safety

The Contractor shall train its employees or subcontractors in safety procedures, a written copy of such training with those in attendance must be provided upon request from Town of Horizon City. All crews shall have a Contractor's staff supervisor onsite when any work is

being done within Town of Horizon City. The Contractor shall provide first aid kits and fire extinguishers for all crew vehicles. All Vehicles shall be equipped with amber light bars on the roof of each vehicle which will be operational when the vehicle is being used for any street work. All Vehicles shall be marked with a company logo and display all state license numbers, as may be required by state law. Crews shall wear Class 3 safety vests and traffic cones are required at all times when working outside of a building. The current TMUTCD standard must be adhered to when any work requiring work zone traffic control in City streets is required.

10. Insurance

A. The Consultant agrees to maintain the types and amounts of insurance required in this contract throughout the term of the contract. The following insurance policies shall be required:

- a. Commercial General Liability
- b. Business Automobile Liability
- c. Workers' Compensation
- d. Professional Liability

B. For each of these policies, the Consultant's insurance coverage shall be primary with respect to Town of Horizon City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by Town of Horizon City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to Town of Horizon City pursuant to this contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to Town of Horizon City's Purchasing Agent at the time of execution of this contract, attached hereto as Exhibit A, and approved by Town of Horizon City *before* work commences.

C. General Requirements Applicable to All Policies.

- 1. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- 2. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- 3. "Claims made" policies are not accepted, except for Professional Liability insurance.
- 4. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to Town of Horizon City
- 5. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - a. The insurance company is licensed and authorized to do business in the State of Texas

- b. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - c. All endorsements and coverages are included according to the requirements of this Contract
 - d. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
6. Town of Horizon City, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded Town of Horizon City, its officials, employees, and volunteers.

D. Commercial General Liability requirements:

- 1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- 2. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- 3. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- 4. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- 5. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
- 6. Town of Horizon City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by Town of Horizon City.

E. Business Automobile Liability requirements:

- 1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current Best Key Rating Guide.
- 2. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- 3. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- 4. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

F. Workers' Compensation Insurance requirements:

- 1. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be

covered by a workers compensation insurance policy, either directly through their employer's policy (the Consultant's, or subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

2. The workers compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$1,000,000 for each accident is required.
- b. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- c. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

G. Professional Liability requirements:

1. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to Town of Horizon City upon request.
3. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

H. Contract Security requirements:

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and such performance bonds shall be issued for a duration sufficient to cover all warranty periods required by the contract.

A payment bond in an amount not less than one hundred percent (100%) of the contract price, or in a penal sum not less than that prescribed by Town of Horizon City as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract.

If a performance or payment bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, Town of Horizon City will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. If any portion of

the surety's obligation is reinsured, the amount reinsured may not exceed ten percent (10%) of the reinsurer's capital and surplus.

The performance bond and the payment bond shall be in a form approved by Town of Horizon City. A copy of the payment bond provided for the contract shall clearly and prominently display on the bond or on an attachment to the bond:

- (c) The name, mailing address, physical address and telephone number, including the area code of the surety company to which any notice of claim should be sent; or
- (d) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521.051 Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The surety company providing the payment bond shall designate an agent resident who resides within the County of El Paso and to whom any requisite notices may be delivered and with whom service of process may be rendered in matters arising out of suretyship.

Should the surety exercise its right to take over and perform the contract, the surety shall submit or require the contractor to submit, a payment bond and performance bond that satisfies the requirements set forth in this Section Contract Security.

A bond provided pursuant to this Section Contract Security may be executed only by a surety company that is authorized to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety company must also:

- (a) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
- (b) have obtained reinsurance for any liability in excess of \$100,000 from reinsurer that:
 - (3) Is an authorized reinsurer in this state; and
 - (4) holds a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

To determine whether the surety on the bond of the reinsurer holds a certificate of authority from the United States Secretary of the Treasury, a party may conclusively rely on the list published in the Federal Register by the United States Department of Treasury, covering the date on which the bond was executed, of the companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

Additional or Substitute Bond

If at any time, Town of Horizon City, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties upon the Performance or Payment Bonds, the Contractor shall within five (5) consecutive work days after notice from Town of Horizon City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to Town of Horizon City. The premiums on such bond (or bonds) shall be paid by the Contractor at no additional costs to Town of Horizon City.

No further payments to the contractor shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to Town of Horizon City.

11. Indemnification

THE CONTRACTOR OR ITS INSURER WILL INDEMNIFY, DEFEND AND HOLD TOWN OF HORIZON CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS CONTRACT. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING OR ENFORCING ANY LEGAL LIABILITY AGAINST TOWN OF HORIZON CITY AS REQUIRED BY ANY LAW, TOWN OF HORIZON CITY WILL PROMPTLY FORWARD TO THE CONTRACTOR EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY TOWN OF HORIZON CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. THE CONSULTANT WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONTRACTOR MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF TOWN OF HORIZON CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. THE CONTRACTOR WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF TOWN OF HORIZON CITY IN ACTIONS DEAFENED BY THE CONTRACTOR PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY TOWN OF HORIZON CITY INCLUDING INTEREST ACCRUING TO THE DATE OF THE PAYMENT BY THE CONTRACTOR, AND PREMIUMS ON ANY APPEAL BONDS. TOWN OF HORIZON CITY, AT ITS ELECTION, WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. TOWN OF HORIZON CITY WILL NOT BE RESPONSIBLE FOR

ANY LOSS OF OR DAMAGE TO THE CONTRACTOR'S PROPERTY FROM ANY CAUSE.

12. Gratuities

Town of Horizon City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by Town of Horizon City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of Town of Horizon City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Town of Horizon City pursuant to this provision, Town of Horizon City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

13. Right To Assurance

Whenever one party to this contract in good faith has a reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

14. Assignment--Delegation

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of Town of Horizon City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

15. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended by also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or supplement or acquiescence in a course of performance rendered under this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

16. Availability of Funds

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A thirty (300--day written notice will be given to the Contractor and there will be no penalty nor removal charges incurred by Town of Horizon City.

17. Workmanship

All work shall be done in a professional and skillful manner. Town of Horizon City's Public Works Director or designee shall notify the Contractor if the work does not comply with such standards. Town of Horizon City's Public Works Director or designee will resolve any disagreements concerning performance.

18. Pesticide Applicator/Irrigators License Required

The Contractor shall have or shall obtain prior to the beginning date of this Agreement, a Pesticide Applicator License from the Pesticide Division of The Texas Department of Agriculture (TDA). All of the Contractor's employees engaged in the application of regulated herbicides or pesticides shall either have a Pesticide Applicator License or work under the supervision of an individual who has a Pesticide Applicator License. The Contractor shall ensure that the required Pesticide Applicator License(s) is/are maintained throughout the duration of this Contract. Town of Horizon City shall be provided with written documentation of all work performed on the Contractor's letter head.

The Contractor shall also have or shall obtain an irrigator's license from The Texas Commission on Environmental Quality (TCEQ) prior to the beginning date of this Agreement. All of the Contractor's employees engaged in the repair or replacement of regulated irrigation work shall either have an irrigator's license or work under the supervision of an individual who has an irrigator's license. The only exception would be the replacing of sprinkler heads or as may be allowed by state law. The Contractor shall ensure that the required Irrigation License(s) is/are maintained throughout the duration of this contract. On a quarterly basis, Town of Horizon City must be provided with written documentation of all work performed on the property pursuant under the irrigator's license on the Contractor's letter head. Evidence of having complied with this provision shall be provided to the City.

19. Compliance with Laws and Ordinances

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the Contract or the work and, to the extent allowed by law, shall indemnify and save and hold harmless Town of Horizon City against all claims arising from the violation of any such laws, ordinances and regulations whether by the Contractor, its employees or subcontractors.

20. Venue and Law

For the purposes of determining the place of the Contract and the law governing the same, this Contract is entered into in the Town of Horizon City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the municipal court of the Town of Horizon City, Texas.

21. Severability

Every provision of this Contract is declared severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

22. Entire Agreement

This Contract, including the attached Scope of Work, constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except in writing and signed by all parties.

23. Binding Agreement

The individual signing this Contract acknowledges that he or she is authorized to do so and said individual further warrants that he or she is authorized to commit and bind Contractor to the terms and conditions of this Contract.

24. Notices

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City: Town of Horizon City
Attention: Araceli Gonzalez
Purchasing Agent
14999 Darrington Road
Horizon City, Texas 79928

Contractor: _____

Alternatively, to such other addresses as the parties may designate to each other in writing from time-to-time.

25. Texas Tort Claims Act

This Contractor expressly agrees that, in all things relating to this Agreement, Town of Horizon City is performing a governmental function, as defined by the Texas Tort Claims Act. The Contractor further expressly agrees that every act or omission of Town of Horizon City, which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

Town of Horizon City
Parks and Ground Maintenance Contract

SIGNATURE PAGE
(TO BE EXECUTED UPON AWARD)

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2025.

TOWN OF HORIZON CITY

Andres Renteria
Mayor

APPROVED AS TO FORM:

Sylvia Borunda Firth
City Attorney

APPROVED AS TO CONTENT:

Albert Valle, CFM
Public Works Director

CONTRACTOR

Name (printed) _____

Title: _____