

TOWN OF HORIZON CITY
CONTRACT FOR CONSTRUCTION SERVICES
(Not to Exceed \$50K)

This Construction Services Contract (the "Contract") is entered by and between the **TOWN OF HORIZON CITY**, a home-rule municipality in Texas (the "Horizon City" or the "City"), and **EL PASO UNDERGROUND CONSTRUCTION, INC.** (the "Contractor"), and together with the City jointly referred to as the "Parties," for the following work described on the Scope of Services, **Exhibit A-1**, attached and incorporated herein to this Contract (the "Work" or the "Project").

I. General Information and Terms.

Contractor's/Owner's Name and Address: El Paso Underground Construction **Inc**
1014 Cedar Street
El Paso, Texas 79903
Attn: Mike Mowles, President

General Description of Services: The removal and disposal of twenty-five (25) linear feet of 12" asbestos concrete (AC) pipe, to be replaced with twenty-five (25) linear feet of 12" C900 PVC DR-18 pipe, the installation of a 12"x8" tee, 8" gate valve, and twenty-five (25) linear feet of 8" C900 PVC DR-18 pipe with stub-out
TRE Job No.: 1277-12168-36

Bid. No. 2026-101

Contract Amount: Thirty - Five Thousand Six Hundred One Dollars and Seventeen Cents (**\$35,601.17**).

Effective Date: On the latest of the dates signed by both parties.

Termination Date/Contract Time: This Contract may be terminated or renewed as provided under Part II.D. The Project subject of this Contract shall be substantially completed within two (2) days after the date provided in the City's Notice to Proceed.

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Standard Contractual Provisions
- III. Additional Terms or Conditions

IV. Additional Contract Documents

V. Signatures

II. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the professional construction services ("Services") described in the Scope of Services, **Exhibit A-1** attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment.

(1) The Contractor will bill the City for the Services provided at intervals of at least 30 days. The City will pay the Contractor within 30 days of receipt of Contractor's invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251, Texas Government Code and statutory retention requirements.

(2) The City shall notify the Contractor in writing of an error or disputed amount in an invoice, or any part thereof, within 21 days of receiving the invoice from the Contractor. Pursuant to Section 2251.042 of the Texas Government Code, the City shall have the right to withhold up to 110 percent of the disputed amount until the dispute is resolved.

(3) The City is not liable to the Contractor for any taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise taxes (Subtitle D of the Internal Revenue Code). Accordingly, the Contractor shall not include in any invoice any taxes for which the City is not liable by law.

C. Work Orders and Executed Contract.

(1) A request for Work ("Work Order") may be submitted to the City on a request for Work or purchase order. Each such request for Work shall be deemed a two-party agreement between Contractor and the City and shall be deemed to incorporate and shall be subject to all the terms and conditions of this Contract. When issued, such Work Orders are non-binding, negotiable offers and are subject to their express terms. Such offers become a binding Work Order only after the City and Contractor have mutually agreed to all material terms and conditions concerning the requested services, materials, products, or equipment. No modification, variation or amendment to any Work Order shall be effective unless reduced to writing and signed by authorized representatives of the City and Contractor. If there is conflicting language between a Work Order and this Contract, this Contract shall govern. The Work Order shall be attached and incorporated herein as **Exhibit A-2**. The total amount of the Work Order(s) during the Contract duration cannot exceed the Maximum Contract Amount listed in Part I, General Information and Terms, unless the City has provided for payment of the added cost consistent with Section 271.060, Texas Local Government Code.

(2) The City shall not issue the "Notice to Proceed" with the Work nor shall the Contractor

commence any Services until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions and Renewal Option.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in Part I, General Information and Terms, but the obligation of a Party to complete a Contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in Part I, General Information and Terms, the Contract terminates when both Parties have completed all their respective obligations under the Contract and each Work Order approved by the parties.

(2) The Mayor or Designee may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than 5 business days prior to the termination date. If the City terminates the contract under this provision, the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination.

(3) The City will use best efforts to obtain and appropriate funds for the payment of the Contract; however, pursuant to Section 271.903, Texas Local Government Code, the City retains the right to terminate the Contract at any time if the City does not have available current revenues to commit to payment of the Contract. If the City Council does not appropriate funds to make any payment under this Contract for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). The first day of the City's fiscal year is October 1st.

E. Delays. In the event of delay or hindrance that is not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, **Exhibit A-2**, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in **Exhibit A-2**. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the

performance of the Contractor's Services hereunder.

G. Subcontractor. The term "Subcontractor" means and includes only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any Subcontractor employed by Contractor for performance of work on the Project, and all Subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors. Nothing contained herein shall create any contractual or employment relations between any Subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent. Any attempt to assign this Contract without the City's prior written consent shall be void and may result in termination of the Contract at the discretion of the City.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in El Paso County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both Parties.

K. Dispute Resolution Procedures. If either Party disputes any matter relating to this Contract, before bringing any legal action, the Parties agree to try in good faith to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the Parties. The Parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either Party to this Contract bring suit against the other Party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COSTS IN PROPORTION TO THE CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY RIGHT INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, SUBCONTRACTORS, OR ANYONE OVER WHOM THE CONTRACTOR EXERCISES CONTROL OR FOR WHOM THE CONTRACTOR IS LEGALLY LIABLE UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS CONTRACT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS.

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the Parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Additional Contract Documents incorporated in Part VI and a provision in this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All draft and final Documents and Data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" includes any original work, reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates, at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "Work Made for Hire" as defined by federal copyright law. The City, as the author and owner of the copyright to the Work Made for Hire, may alter, reproduce, distribute, or make any other use of the Work Made for Hire as it deems appropriate.

R. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules, and regulations applicable to the Project and its services under this Contract.

III. Additional Terms or Conditions.

A. Insurance. At all times that this Contract is in effect, Contractor shall maintain insurance of the types and amounts as required in **Exhibit B-1**. All of Contractor's insurance policies in any way relating to the Work, whether required by this Contract and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above:

(1) other than the worker's compensation insurance, name the City as an additional insured party on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) ongoing operations; (ii) coverage for vicarious liability; or (iii) circumstances in which the named insured is partially negligent;

(2) provide for waiver of all rights of subrogation against the City; and

(3) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to the City, and shall be fully applied and exhausted before application of any applicable indemnity obligations of the City or of any applicable insurance coverage provided by the City.

B. Audit. Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with the Contractor, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Contract. The City shall have the right at all reasonable times, for a period of 5 years from the completion of the Work to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes). The records to be maintained and retained by the Contractor shall include, without limitation:

(1) payroll records accounting for total time distribution of Contractor's employees working full- or part-time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash;

(2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items;

(3) paid invoices and canceled checks for materials purchased and for Subcontractors' and any other third parties' charges, including, but not limited to, equipment rental;

(4) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and

(5) all field tickets or similar documentation evidencing the Work.

C. Reports of Incidents and Claims. Within 24 hours of an occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries

to persons or property, or pollution arising in any way out of or related to the Work whether done by the Contractor, its agents, representatives, volunteers, employees, Subcontractors, or any other person performing Work pursuant to this Contract on behalf of or at the request of the Contractor. Within 24 hours of receiving any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work, Contractor shall provide in writing to the City notice and details of any such claim, demand, or suit.

IV. Additional Contract Documents.

The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Scope of Services for Bid # 2026-101
- EXHIBIT A-2: Work Order(s)
- EXHIBIT A-3: Municipal Facilities Water Tie In Budget
- EXHIBIT B-1: Requirements for General Services Contract – Insurance Requirements

V. Signatures.

TOWN OF HORIZON CITY

By: 

Printed Name: Andy Renteria

Title: Mayor

Date: 9/23/25

EL PASO UNDERGROUND, INC.

By: 

Printed Name: Mike Mowles

Title: President

Date: 9-23-25

ATTEST

By: 

Printed Name: Elvia Schuller, TRMC

Title: City Clerk

Date: 9/23/25

APPROVED AS TO CONTENT;

By: 

Printed Name: Arturo Rubio

Title: Director of Planning Services

Date: 9/23/2025

EXHIBIT A-1

Scope of Services for Bid # __2026-101__

(See Attached)

The scope will require the removal and disposal of twenty-five (25) linear feet of 12" asbestos concrete (AC) pipe, to be replaced with twenty-five (25) linear feet of 12" C900 PVC DR-18 pipe, the installation of a 12"x8" tee, 8" gate valves, and twenty-five (25) linear feet of 8" C900 PVC DR-18 pipe with stub-out with stub-out. The proposal for the improvements is to include all labor, machinery, materials and equipment.

EXHIBIT A-2

Work Order(s)

(See Attached)

EXHIBIT A-3

Municipal Facilities Water Tie In Budget

Municipal Facilities Water Tie In Budget	
Remove & Install New Water Lines to Accommodate Domestic, Irrigation and Fire Lines	\$ 15,457.54
After Hours Installation	\$ 1,800.00
Curb Remove & Replace	\$ 1,200.00
Asphalt Patch	\$ 2,000.00
Service With Box	\$ 6,400.00
Installation of Additional Valve	\$ 4,100.00
Contingency 15%	\$ 4,643.63
	\$ 35,601.17

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its Contract with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town of Horizon City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The Town of Horizon City shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement.
- B. A waiver of subrogation in favor of the Town of Horizon City shall be contained in the Workers' Compensation policy and all liability policies and must be provided on a separate endorsement.
- C. All insurance policies shall be endorsed to the effect that the Town of Horizon City will receive written notice at least 30 days prior to cancellation or non-renewal of the insurance.
- D. All insurance policies that name the Town of Horizon City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Horizon City of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by the Town of Horizon City.
- J. Insurance must be purchased from insurers having a minimum AM Best rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03.) Coverage must be written on an occurrence form.
- L. Contractual Liability coverage must be maintained covering the Contractor's obligations contained in the Contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to the requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish the Town of Horizon City with certified copies of all insurance policies.
- N. Within 10 business days after contract award and prior to starting any work, a valid certificate of insurance verifying each of the coverages required above shall be issued directly to the Town of Horizon City by the successful Contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued to the Town of Horizon City, all required endorsements identified in sections A, B, C and D, above, shall be sent to the Town of Horizon City. The certificate of insurance and endorsements shall be sent to:

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

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums):

☐ Workers' Compensation Statutory limits, State of TX.

☐ Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

☒ Commercial General Liability:

	☒ Very High/High Risk	☐ Medium Risk	☐ Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

☐ Automobile Liability: (Owned, Non-Owned, Hired, and Injury & Property coverage for all)

☒ Very High/High Risk	☐ Medium Risk	☐ Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

☐ Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident for Non-Auto
\$2,000,000 General Aggregate

☐ Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 for any one unit/any loss and \$200,000 for contents

☐ Umbrella each occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on the "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

☐ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least 2 years after the project is completed.

☐ Builder's Risk (if project entails vertical construction, including, but not limited to, bridges and tunnels or as determined by the Town of Horizon City). Limit is 100% of insurable value, replacement cost basis.

☐ Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the Town of Horizon City)

\$1,000,000 each occurrence

\$2,000,000 aggregate

☒ Other Insurance Required: Bond

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.



ELPAS-2

OP ID: LA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AIS Anderson Ins. Services LLC
6090 Surety Dr., Suite 440
El Paso, TX 79905
Lynda Anderson

915-772-0456

CONTACT NAME: Alice Gonzalez

PHONE (A/C, No, Ext): 915-772-0456

FAX (A/C, No): 915-778-3708

E-MAIL ADDRESS: agonzalez@aisandersoninsurance.com

INSURED
El Paso Underground Construction, Inc.
1014 Cedar St.
El Paso, TX 79903

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Ohio Security Insurance Co

24082

INSURER B: Ohio Casualty Insurance Co

24074

INSURER C: Texas Mutual Ins. Co.

22945

INSURER D: Argonaut Ins. Co.

19828

INSURER E: Markel Ins. Co.

38970

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	☒ ☒	BKS57698884	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000
E	☒ Trans Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	☒ ☒	CPLMOL120998	01/01/2024	01/01/2026	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒ ☒	BAS57698884	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000	☒ ☒	USO57698884	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N ☐ N/A	0001262850 TX WC929188367224 NM	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For all projects and locations - see endorsements attached

CERTIFICATE HOLDER

TOWNOFH

Town of Horizon City
Purchasing Agent
Araceli Gonzlaez
14999 Darrington Road
Horizon, TX 79928

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lynda R. Anderson



WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY

WC 99 03 01

Agent copy

GENERAL CHANGE ENDORSEMENT

The policy to which this endorsement is attached is amended as shown below:

Added WC 42 06 01 Texas Material Change per attached

Premium is determined at Final Audit.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 9/20/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001262850 of Texas Mutual Insurance Company effective on 1/1/25

Endorsement no. 1

Issued to: MICHAEL MOWLES & DON RUSSELL PARTNERSHIP

DBA: EL PASO UNDERGROUND CONSTRUCTION

Premium change: \$0.00

This is not a bill

NCCI Carrier Code: 29939

Authorized representative

9/19/25

**Workers' Compensation and Employer's Liability Policy****Extension of Information Page****Item 3: Endorsement Schedule**

Policy number Issue date Policy period
0001262850 9/19/25 1/1/25 to 1/1/26

Agent copy

State	Endorsement	Description
42	TM LRC 2008	Limited Reimbursement for Texas Employees Injured in Other Jurisdictions
42	TM MV 2011	Mutuals - Membership and Voting Notice
42	TM PC 2003	Policy Conditions Endorsement
42	WC 00 00 00 C	Policy Conditions Form
42	WC 00 00 01 B	Policy Coverage Document (Declarations Page)
42	WC 00 04 06	Premium Discount Endorsement
42	WC 00 04 14 A	Notification of Change in Ownership Endorsement
42	WC 00 04 22 C	Terrorism Risk Insurance Act Coverage Endorsement
42	WC 00 04 25	Experience Rating Modification Factor Revision Endorsement
42	WC 42 03 01 L	Texas Amendatory Endorsement
42	WC 42 03 04 B	Blanket Texas Waiver of Our Right To Recover from Others Endorsement
42	WC 42 04 04 A	Group Purchase of Workers' Compensation Insurance Endorsement
42	WC 42 04 08 A	Network Discount Endorsement
42	WC 42 06 01	Blanket Texas Notice of Material Change Endorsement
42	WC 42 06 01	Specific Texas Notice of Material Change Endorsement

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 9/20/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001262850 of Texas Mutual Insurance Company effective on 1/1/25

Endorsement no. 1

Issued to: MICHAEL MOWLES & DON RUSSELL PARTNERSHIP

DBA: EL PASO UNDERGROUND CONSTRUCTION

Premium change: \$0.00

This is not a bill

NCCI Carrier Code: 29939


Authorized representative

9/19/25



WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY

WC 42 06 01
Agent copy

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to:
Town of Horizon City
Attn: Araceli Gonzalez, Purchasing Agent
14999 Darrington Road
Horizon City, TX 79928 US

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 9/20/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001262850 of Texas Mutual Insurance Company effective on 1/1/25

Endorsement no. 1

Issued to: MICHAEL MOWLES & DON RUSSELL PARTNERSHIP

DBA: EL PASO UNDERGROUND CONSTRUCTION

Premium change: \$0.00

This is not a bill

NCCI Carrier Code: 29939


Authorized representative

9/19/25



WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY

WC 99 03 01
Agent copy

GENERAL CHANGE ENDORSEMENT

The policy to which this endorsement is attached is amended as shown below:

Added WC 42 03 04B (Specific Waiver of Subrogation) in favor of: Town of Horizon City

Premium is determined at Final Audit.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 9/20/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001262850 of Texas Mutual Insurance Company effective on 1/1/25

Endorsement no. 2

Issued to: MICHAEL MOWLES & DON RUSSELL PARTNERSHIP

DBA: EL PASO UNDERGROUND CONSTRUCTION

Premium change: \$0.00

This is not a bill

NCCI Carrier Code: 29939

Authorized representative

9/19/25

POLICY NUMBER: BAS (26) 57 69 88 84

COMMERCIAL AUTO
CA 02 44 06 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

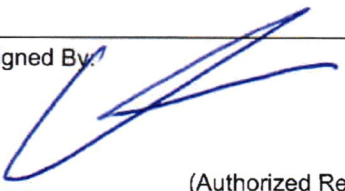
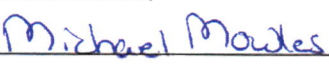
**TEXAS CANCELLATION PROVISION OR
COVERAGE CHANGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: 
Named Insured: 	(Authorized Representative)

SCHEDULE

Number of Days' Notice 30
Name Of Person Or Organization Town Of Horizon City
Address 14999 Darrington Road, Horizon City, TX 79928

If this policy is canceled or materially changed to reduce or restrict coverage, we will mail notice of cancellation or change to the person or organization named in the Schedule. We will give the number of day's notice indicated in the Schedule.

POLICY NUMBER: BAS (26) 57 69 88 84

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09/19/2025	Countersigned By: 
Named Insured: MICHAEL MOWLES, DON RUSSELL	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s) Town of Horizon City Araceli Gonzalez, Purchasing Agent 14999 Darrington Road Horizon City, TX 79928
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

The Transfer Of Rights of Recovery Against Others To Us Condition does not apply to the person(s), or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SCHEDULE

Name(s) of Person(s) or Organization(s):

Town of Horizon City
Araceli Gonzalez, Purchasing Agent
14999 Darrington Road
Horizon City, TX 79928

(If no name appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Town of Horizon City
Araceli Gonzalez, Purchasing Agent
14999 Darrington Road

HORIZON CITY, TX 79928

Location(s) Of Covered Operations

work in Horizon City Texas

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement;
or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Town of Horizon City

14999 Darrington Road

Horizon City, TX 79928

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer
Of Rights Of Recovery Against Others To Us** of
Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- B. Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

SCHEDULE

1. **Name:**
Town of Horizon City
Araceli Gonzalez, Purchasing Agent
2. **Address:**
14999 Darrington Road

HORIZON CITY, TX 79928
3. **Number of days advance notice:**
30

All other terms and conditions of this policy remain unchanged.