

## SERVICE AGREEMENT NO. 6046

### Seawall Clean-Up Services

THIS **Seawall Clean-Up Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Hilario O. Ortega, Jr., dba A Plus Janitorial and Mowing Services ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Seawall Clean-Up Services in response to Request for Bid/Proposal No. 6046 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Seawall Clean-Up ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. **Term.**

(A) The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$66,999.92, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance

with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Liza Nino-Elizalde  
Parks & Recreation Department  
Phone: 361-826-3026  
Email: Lizan@cctexas.com

**5. Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to

specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. **Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. **Warranty.**

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not

represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

**11. Independent Contractor.**

(A) Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

(B) As an independent contractor, the Contractor acknowledges and understands that no workers' compensation insurance shall be obtained by the City covering the Contractor and, further, that he/she is not entitled to participate in any of the City's employee benefit programs nor is his/her spouse and any dependents entitled to participate.

(C) In lieu of the Contractor having workers' compensation coverage for themselves as an individual person performing the Services for the City, the Contractor agrees to execute the "Release of Liability and Covenant Not to Sue" document, a copy of which is attached to this Agreement as Attachment C-1 and the contents of which, as a completed instrument, are incorporated by reference into this Agreement as if fully set out here in its entirety.

**12. Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.

**13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.

**14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.

**15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.

**16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi

Attn: Liza Nino-Elizalde, Contracts/Funds Administrator

Parks & Recreation Department

400 Mann St., 2<sup>nd</sup> floor, Suite 200, Corpus Christi, TX 78401  
Phone: 361-826-3026  
Fax: 361-883-0676

**IF TO CONTRACTOR:**

Hilario O. Ortega Jr., dba A Plus Janitorial and Mowing Services  
Attn: Hilario O. Ortega Jr., Owner  
6765 Wood Iron Dr., Corpus Christi, TX 78413  
Phone: 361-906-6801  
Fax: N/A

**17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

(A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate

this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

- 19. Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.
- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
  - A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.

- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**CONTRACTOR**

Signature: 

Printed Name: HILARIO A. ORTEGA JR


Title: OWNER

Date: 11/4/24

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Josh Chronley  
Assistant Director of Finance - Procurement

Date: \_\_\_\_\_

Approved as to form:  
 11/6/24  
Assistant City Attorney Date

**Attached and Incorporated by Reference:**

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment C-1: Release of Liability and Covenant Not to Sue
- Attachment D: Warranty Requirements

**Incorporated by Reference Only:**

- Exhibit 1: RFB/RFP No. 6046
- Exhibit 2: Contractor's Bid/Proposal Response



## ATTACHMENT A: SCOPE OF WORK

### 1. General Requirements/Background Information

The Contractor shall pick up and dispose of all ground litter and empty trash receptables/barrels including dog waste stations on scheduled days Friday, Saturday, and Sunday from 10:00pm to 4:00am. Areas to be serviced shall include the Seawall from Bayfront Fountain to McGee Beach. **See attached Exhibit A.**

### 2. Scope of Work

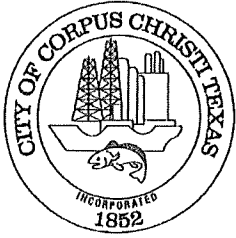
- A. The Contractor shall provide adequate staffing who will be responsible for emptying trash receptables/barrels and disposal of any ground litter. Trash bags are to be removed and properly disposed of and replaced with a new trash bag.
- B. The Contractor shall perform sanitation services Friday, Saturday, and Sunday from 10:00pm to 4:00am and must remain for the entire duration of shift.
- C. Each Friday morning prior to 8:00 a.m., the Contractor shall contact the Parks Operations Supervisor via phone or email prior to work being performed that weekend for approval or of any changes to scheduling.
- D. The Contractor shall list locations or days missed and the revised schedule shall be submitted via email to the Contract Administrator or designee by 5:00 pm, the day the location was missed.
- E. A list of completed locations ready for inspection shall be emailed to the Contract Administrator or designee no later than 7:00 a.m. on the following Monday. When a location is completed, the assigned City Inspector shall inspect the site and advise the Contractor of any discrepancies/rejections. In order to receive credit for services rejected locations the Contractor shall take whatever action necessary to correct the discrepancies within one working day. Rejected locations not turned in for inspection within one business day of the rejection will be deemed incomplete for the cycle and the Contractor will not be given credit. For the purpose of this contract, workdays shall include Friday, Saturday, and Sunday. The City Inspector shall then make another inspection and if the discrepancies have not been corrected, the Contractor will be contacted via email, and a \$25 re-inspection fee will be charged for a third inspection. At that time, the Contractor shall have one working day to complete the work. If the discrepancies still have not been corrected, the Contractor will be contacted via email and phone to correct the discrepancies and a \$50 fee will be charged. Failure of the fourth inspection will deem the location un-serviced and will need to be completed in its entirety within the same cycle and resubmitted for the first inspection. The

Contractor shall deduct the inspection fee on the invoice before submitting payment.

- F. The Contractor shall submit invoices ONLY after cycles are completed. A 33% penalty will be issued per each missed workday. Contractor will adjust incomplete cycle payment to reflect the workdays missed based on the price per weekend.
- G. The Contractor shall provide labor, supervision, cleaning supplies, trash bags (38" x 60" black liners, 22 micros, 55-gallon) trash grabbers, and all necessary equipment to perform services.
- H. The Contractor, at their own expense, shall properly dispose of all trash and litter at the JC Elliot Landfill located at 6594 Greenwood Dr. Corpus Christi, Texas 78415. Landfill permit not provided by the city.
- I. The Contractor's staff must wear uniform and personal protective equipment such as reflector vest.

EXHIBIT- A





ATTACHMENT B: BID AND PRICING SCHEDULE

**CITY OF CORPUS CHRISTI  
CONTRACTS AND PROCUREMENT  
BID FORM**

**RFB No. 6046  
Seawall Clean-Up Services**

Date: September 16, 2024

PAGE 1 OF 1

Bidder: Hilario O. Ortega, Jr  
dba A Plus Janitorial and Mowing Services

Authorized  
Signature: *[Handwritten Signature]*

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
  - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
  - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
  - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
  - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	Unit	QTY Weeks	Unit Price	Total Price
1	SEAWALL CLEAN-UP SERVICES Workdays- Friday, Saturday, and Sunday	EA	52	\$1288.46	\$66,999.92

## ATTACHMENT C: INSURANCE AND BOND REQUIREMENTS

### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION  EMPLOYER'S LIABILITY	Statutory  \$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

### II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure

that all workers' compensation obligations incurred by the Contractor will be promptly met.

- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Manager  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
  - List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

**BOND REQUIREMENTS:** No bonds are required, therefore, Service Agreement, Section 5 Insurance; Bonds Subsection 5(B), is here by void.

2023 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

01/01/2023 Risk Management – Legal Dept.

## ATTACHMENT C-1

### RELEASE OF LIABILITY AND COVENANT NOT TO SUE

STATE OF TEXAS       §  
COUNTY OF NUECES   §

This **release of liability and covenant not to sue** ("Release") is executed on the date indicated below and is entered into for the purpose of releasing the City of Corpus Christi and its officers, officials, employees, representatives, agents, and volunteers (collectively, the "City") from any and all liability whatsoever arising out of, caused by, or in any way connected with, either proximately or remotely, wholly or in part, participation by **Hilario O. Ortega, Jr.** ("Contractor"), an individual, in providing services to and for the City, which is the subject of the attached contractual agreement ("Agreement") between the City and Hilario O. Ortega, Jr..

This Release serves to relinquish and forever waive certain legal rights to which Contractor may be entitled by law or in equity. As such, Contractor is encouraged to consult with an attorney of his/her own choosing and at Contractor's sole expense prior to signing this document; however, Contractor may voluntarily choose to sign this Release without obtaining such consultation.

I, Hilario O. Ortega, Jr./Contractor, in exchange for the City allowing me to forego the condition of providing workers' compensation insurance coverage (which includes covering myself or obtaining a separate health policy covering myself) as a requirement of the Agreement, do hereby voluntarily enter into the following covenants:

1. I acknowledge that the capacity in which I will be participating in the Agreement is that of an independent contractor and not as an employee or agent of the City. I further understand that, as an independent contractor, I will receive no workers' compensation benefits, health benefits, disability benefits, nor other insurance benefits of any kind which might be available to full-time employees of the City and that, as an independent contractor, I am fully responsible for incurring the cost of and paying for any medical services that I may require during the term of the Agreement;
2. I acknowledge and understand that there may be risks involved in participating in the Agreement, I voluntarily and knowingly assume any and all such risks, and I shall rely solely on myself and not the City in determining what those risks are and the extent of and exposure to the risks involved. I understand and agree that I am participating in this Agreement at my own risk, and I hereby release, waive, and in all ways relinquish any and all present and future claim(s) against the City that I, my heirs, successors, permitted assigns, or any other person or entity (as used collectively here and hereinafter as "I") may assert, have, or acquire as a result of any bodily injury (including serious injury resulting in death), property damage, or loss of any kind whatsoever to myself or to my real or personal property arising out of, resulting from, or in any way connected with my participation in the Agreement between myself and the City;
3. I hereby release the City from all liability and waive and relinquish any and all such claims which may arise, and I further covenant not to file any lawsuits against nor join in any lawsuits with others to sue the City for any such claim, injury, loss, damage, or expense from participating in the Agreement regardless of whether the same may arise,



result from, or be caused by any negligence or gross negligence of the City;

4. I acknowledge that the services I provide pursuant to the Agreement may occur on real property located in the City of Corpus Christi, Nueces County, Texas, and that may be owned, leased, controlled, or managed by the City. Further, I acknowledge that my services under the Agreement may, at times, be performed with tools, equipment, and other personal property owned, leased, controlled, or managed by the City. By execution of this Release, it is my express intention to completely absolve the City of all potential liability caused by, arising out of, or incident to my performance of services on City real property and that may be performed with tools, equipment, or other personal property of the City;

5. I desire and agree that this Release shall apply to any and all activities during or in any way connected with my individual participation in the Agreement and my performance under such Agreement;

6. I agree that this Release shall be governed by and be enforceable under the laws of the State of Texas. Venue shall lie in Nueces County, Texas, where the Agreement is performed and my services are provided;

7. I acknowledge and fully understand that I am required by State law to provide workers' compensation coverage for any person(s) that I employ who participate in providing or performing any of the services under the Agreement and agree to so obtain the required workers' compensation coverage as mandated under this Agreement; and

8. I hereby acknowledge that I have been informed in writing that I may consult an attorney prior to signing this Release. I have carefully and thoroughly read the foregoing provisions of this Release of Liability and Covenant Not to Sue and, intending to be legally bound, voluntarily accept each of its terms and conditions and willingly agree to the covenants to which I am bound.

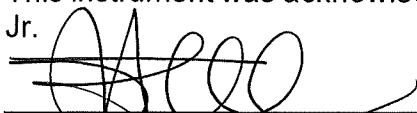
EXECUTED this 6 day of November, 2024.



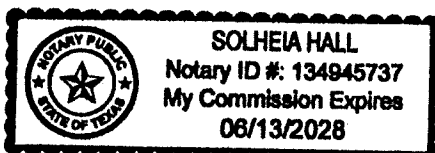
Hilario O. Ortega, Jr.

STATE OF TEXAS       §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on 11-6-24, 2024, by Hilario O. Ortega, Jr.



Notary Public's Signature



## **ATTACHMENT D: WARRANTY REQUIREMENTS**

No warranty is required for this Service Agreement.