

SERVICE AGREEMENT NO. 1867

HEB TENNIS CENTER MANAGEMENT AND PROGRAM SERVICES

THIS **HEB Tennis Center Management and Program Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Sweet Spot Tennis, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has submitted a proposal to provide management and operational services for the HEB Tennis Center in response to City Request for Proposal No. 1867 ("RFP") which RFP and the Contractor's proposal 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 **HEB Tennis Center Management and Program Services** ("Services") in accordance with the attached Scope of Work, as shown in **Attachment A**, and the City's RFP No. 1867 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.** This Agreement is for five years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division.
- 3. Compensation.** The City will pay the Contractor \$4,250.00 per calendar month as shown in **Attachment B** for Services completed and accepted by the City within 30 days of receipt of an acceptable invoice. In the event the initial term does not begin at start of a calendar month the initial monthly invoice shall be paid on a pro rata basis. The Contractor shall retain 100% of all revenue earned by the Contractor at the Center.
- 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:

Becky Perrin, Assistant Director
Parks & Recreation Department
(361) 826-3498
BeckyP@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 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. Any Services 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, must be paid by the Contractor within 30 days of receipt of City's invoice.

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

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 30th 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.** 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.
12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.
13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
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 related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Right to Review and Audit.** Contractor grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Contractor's records relating to performance of the Services during this term of this Agreement and during the retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. City agrees that it shall exercise its right to audit, examine or inspect Contractor's records only during Contractor's regular business hours. Contractor agrees to retain its records, as described in section 1.4 of Attachment A, for a minimum

of four years following termination of this Agreement. Contractor shall include this audit clause in any subcontractor contract.

17. **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: Becky Perrin, Assistant Director
Parks & Recreation Department
1201 Leopard St., 2nd Floor, Corpus Christi, TX 78401
Fax: (361) 826-3864

IF TO CONTRACTOR:

Sweet Spot Tennis, LLC
Attn: Gerald Stephen Tjon-A-Joe, Owner
Email: gtjonajoe@stx.rr.com
1520 Shely Street Corpus Christi, TX 78404

18. **CONTRACTOR AGREES TO 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 ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. 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 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.

19. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator 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 Manager may terminate this Agreement immediately thereafter.

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

20. 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.

21. 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.

22. Order of Precedence. In the event of any conflicts or inconsistencies between this Agreement and its attachments, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- A. this Agreement; then,
- B. its attachments.

23. 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. Contractor shall not boycott Israel during the term of this Contract as required by Texas Government Code Chapter 2270.

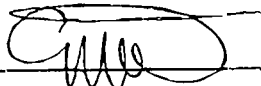
24. Governing Law. This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is

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.

- 25. 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.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: 

Printed Name: Gerald Jon-A-Joe

Title: Owner Sweet Spot Tennis

Date: 1-22-2019

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney

Date

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Pricing
- Attachment C: Insurance/Bond Requirements

Incorporated by Reference Only:

- Exhibit 1: RFP No. 1867
- Exhibit 2: Contractor's proposal

Attachment A - Scope of Work

1.1. Background

The HEB Tennis Center ("The Center"), located at 1520 Shely Street, Corpus Christi, Texas 78404, is a full service municipal tennis center which offers quality courts for play, private, semi-private and group lessons, leagues, tournaments, a full line of tennis apparel, accessories and professional stringing. The Center features 25 lighted courts of which 3 are covered, a large pro shop, a lounge and a locker room.

1.2. General Requirements

The Contractor will be required to provide the day to day operations of the facilities. This includes everything to operate the centers except capital improvements to the facility.

1.3. Scope of Work

- A. Contractor shall operate the Center in conformity with the laws of the State of Texas and ordinances, rules and regulation of the City of Corpus Christi.
- B. Contractor shall operate, manage, and maintain the Center, including without limitation, all activities on the courts, the club house, and adjacent grounds area and in the locker/restroom.
- C. Fee Schedule and Additional Programing Fees:
 1. Contractor shall adequately publish and enforce all fees, activities and rules governing the playing of tennis conducted at the Center. All fees must be in accordance with the approved Fee Schedule attached as A1. Contractor may not charge any other fees without prior written approval of the Contract Administrator. The Contractor shall retain 100% of all revenue earned by the Contractor at the Center.
 2. Any additional programing fees not listed in the City Tennis Fee Schedule including, but not limited to; camps, classes, leagues and tournaments shall be classified as a Pilot Program. All Pilot Programs shall be submitted for approval to the Director of Parks and Recreation or Designee prior to conducting the program. If approved, the program fee will be set by the Parks and Recreation Department as a Pilot fee and the Contractor will be able to run the desired program as a pilot program. All successful Pilot programs will be presented for approval by City Council during the annual approval of fees. If approved, the fee and program will be added to the City Fee Schedule. At that point, it will no longer be considered a pilot program. If the program is not approved, the Contractor will not be able to continue the program for the following fiscal year.

- D. Contractor shall employ a sufficient number of employees to assist in conducting lessons, operating the Pro Shop, and scheduling courts. All employees shall be employees of the Contractor, not the City.
- E. Contractor shall ensure all employees conduct themselves in an orderly manner and in keeping with the conduct required of employees in service organizations. Contractor shall ensure that employees do not consume intoxicating substances. Contractor and its employees shall use language and conduct that is suitable to families and youth.
- F. None of the contract services may be subcontracted without the prior written approval of the Contract Administrator.
- G. Contractor and any assistants, subcontractors or support personnel shall complete a national background history check at its cost prior to instructing or working at the Center. The City shall retain the right to prohibit anyone from working on this agreement based on the results of the background check.
- H. Contractor will provide suitable signage at the Pro Shop advising the public that the business activity is operated by the Contractor as an independent contractor and not operated by the City.
- I. Contractor shall organize, promote, recruit and conduct local, state, and United States Tennis Association (USTA) sanctioned tennis tournaments and other tournaments.
- J. Contractor shall be granted the exclusive right to operate a Pro Shop at the Center including the right to:
 - 1. Sell Merchandise
 - 2. Rent rackets, ball machines, buckets of balls
 - 3. String and repair rackets
 - 4. Operate a food and drink concessionContractor must maintain rental tennis rackets, ball machines and buckets of balls for public use.
- K. Contractor shall make a minimum of two tennis courts available to the public at all times. This includes but is not limited to days in which tournaments, leagues and lessons are being conducted.
- L. Contractor must post a schedule of hours of operation at the facility and file a copy with the Contract Administrator.
- M. Contractor must notify the Contract Administrator of all dangerous conditions or special defects. Contractor must not use, or allow to be used, any areas of the Center which has dangerous conditions or special defects.

- N. Contractor shall be responsible for all janitorial services. Janitorial services include but are not limited to the following:
 - 1. Picking up all trash located on the premises. Trash is defined as any discarded, unwanted, or worthless material or object.
 - 2. Keeping unwanted debris and water off the courts.
 - 3. Cleaning all buildings on premises, including pro shop, restrooms, locker rooms and storage rooms.
 - 4. Mowing and edging all the grass located on the premises in accordance with City Standards.
 - 5. Trimming all trees and shrubs located on the premises in accordance to City Standards.
- O. Contractor shall be responsible for all minor repairs at the Center. "Minor repairs" is defined as cosmetic, nonstructural repairs. This includes but is not limited to window screens, nets, water coolers and benches.
- P. Contractor shall make no alterations to the Center without the Contract Administrator's prior written approval.
- Q. The City is responsible for all Center maintenance, including utilities and major repairs, subject to annual appropriation of funds. "Major repairs" is defined as non-cosmetic, structural repairs to the Center. This includes but is not limited to A/C repair, fencing, and lights. Contractor shall allow the City or its designee's entrance to the Center during normal operating hours for maintenance or repairs. In consideration of this, it is agreed that the Contractor must make no claim for any damages against the City for loss of income due to the City's failure to make any repairs or failure to perform maintenance.

1.4. Record Keeping

- A. Contractor shall keep accurate books of account of all Earned Revenue collected. The books of account will be open for inspection, copy, or audit by the City Manager or designee at all times. All transactions should be accurately and fairly reflected in books and records, in reasonable detail and supported by original documentation. Electronic records shall be kept in a form that is non-erasable, non-rewritable, organized, and immediately produced or reproduced. All books of account and backup documentation must be available to the Contract Administrator for review during the City's business hours.
- B. Contractor shall have underlying documentation for all Earned Revenue. This includes but is not limited to: Contractor's monthly statement, cash register tables, purchase orders, invoices and sales receipts. The following documentation must be preserved by the Contractor during the contract term:

1. Contractor shall keep on file all background checks for all current and past employees. The City shall retain the right to prohibit anyone from working on this agreement based on the results of the background check.
 2. Contractor shall keep daily court reservation sheets. Contractor must turn in reservation sheets to be reviewed upon City request.
- C. Customer service surveys must be made available to all participants of the facility. Surveys or copies of any completed surveys will be turned in upon City request. Receiving low scoring surveys or customer service complaints will not necessarily result in a "Needs Improvement" rating.
- D. The City shall conduct random audits throughout the year. Contractor will have two weeks to submit all documentation. Failure to comply may result in the termination of the contract.

1.5. Reporting

- A. Contractor shall furnish the Contract Administrator with a monthly statement of all Earned Revenue generated at the facility on or before the tenth day of each month during the contract term.
- B. Contractor must submit to the Contract Administrator a monthly schedule of all programs and activities for the forthcoming month. The schedule must identify, at a minimum, leagues, lessons, youth and adult programs, tournaments by dates and estimated hours of operation. The monthly schedule must be submitted to the contract administrator before the first day of the forthcoming month.
- C. Contractor shall submit all documents covered in this section in accordance with the time stated above. Failure to comply may result in the termination of the contract.

1.6. Contractor Performance Review

- A. Contractor performance reviews will take place quarterly; four times per contract year to review the following items:
1. Facility Inspections – Random facility inspections will be performed by the City quarterly. Areas to be reviewed are: cleanliness of pro shop and restrooms/locker rooms, court maintenance, premises maintenance, fire safety compliance, and hours of operation. See Attachment A-2 Tennis Center Facility Inspection Form.
 2. Programming and Revenue Targets – Number of participants; types of programs being offered; a breakdown on the types of tournaments; lesson revenue and court hours used for adults, junior, leagues, mixers/social groups and tournaments. During the review, the Contractor must bring all programming information above and/or present documentation that an effort was made to offer these services. See Attachment A-3 Tennis Center Programming Form.

1.7. Grading Factors

Contractor shall maintain an 85% or above on both of the areas listed under the Contractor Performance Reviews. If the Contractor does not meet expectations on both items, the Contractor will receive a "Needs Improvement" rating and will be given the opportunity to raise this to a passing grade. Failure to improve grade upon further opportunity may result in the termination of this contract.

1.8. Facility User Agreements

All Facility User Agreements shall be presented to the Director of Parks and Recreation for review and approval.

1.9. Landscaping and Trash Pickup Responsibilities

Contractor shall be responsible for all landscaping and trash pickup responsibilities within the perimeter as outlined in red on the attached HEB Tennis Center Site Map.

HEB Tennis Center Site Map

The Contractor is responsible for all landscaping and trash pickup within the perimeter boundaries. Perimeter Boundaries are outlined in **red**.



**SCOPE OF WORK
ATTACHMENT A-1**

Proposed City Tennis Fee Schedule			
A. Annual and Semi-Annual Fees		Fee	Unit
	Adult Annual	\$ 160.00	per/year
	Adult Semi-Annual	\$ 110.00	per/6months
	Youth Annual	\$ 75.00	per/year
	Youth Semi-Annual	\$ 60.00	per/6months
	Family Annual	\$ 300.00	per/year
	Family Semi-Annual	\$ 160.00	per/6months
	Non-Resident (3 Month Pass)	\$ 60.00	per/3months
B. Court Fees			
	Outdoor		
	Open Play (per/player)	\$ 3.00	per/1.5hrs
	Private Lesson (court fee)	\$ 1.50	per/hrs
	Semi-Private/ Group Lesson (court fee)	\$ 1.50	per/hrs
	Covered Pavilions (HEB)		
	Adult Open Play (per/player)	\$ 7.00	per/1.5hrs
	Private Lesson	\$ 4.50	per/hrs
	Semi-Private/ Group Lesson (court fee)	\$ 2.25	per/hrs
C. Lesson Fees			
	Director of Tennis		
	PrivateTennis Lessons	\$ 60.00	(per/hr)
	PrivateTennis Lessons	\$ 45.00	(per/45min)
	PrivateTennis Lessons	\$ 30.00	(per/30min)
	Semi-Private Lesson (per/player) (2 player)	\$ 30.00	(per/hr)
	Group Lesson (per/player) (3 player)	\$ 20.00	(per/hr)
	Group Lesson (per/player) (4+ player)	\$ 15.00	(per/hr)
	Head Pro		
	PrivateTennis Lessons	\$ 50.00	(per/hr)
	PrivateTennis Lessons	\$ 25.00	(per/30min)
	Semi-Private Lesson (per/player) (2 player)	\$ 25.00	(per/hr)
	Group Lesson (per/player) (3 player)	\$ 18.00	(per/hr)
	Group Lesson (per/player) (4 player)	\$ 16.00	(per/hr)
	Group Lesson (per/player) (5+ player)	\$ 12.00	(per/hr)
	Assistant Pro		
	PrivateTennis Lessons	\$ 45.00	(per/hr)
	PrivateTennis Lessons	\$ 22.50	(per/30min)
	Semi-Private Lesson (per/player) (2 player)	\$ 22.50	(per/hr)

Proposed City Tennis Fee Schedule

	Group Lesson (per/player) (3 player)	\$ 15.00	(per/hr)
	Group Lesson (per/player) (4 player)	\$ 12.00	(per/hr)
	Group Lesson (per/player) (5+ player)	\$ 10.00	(per/hr)
D.	League Fees		
	USTA Sanctioned Leagues		
	Adult 18 & Over Leagues (2 singles & 3 doubles)	\$ 57.00	per/league match
	Adult 40 & Over Leagues (2 singles & 3 doubles)	\$ 57.00	per/league match
	Adult 55 & Over Leagues (3 doubles)	\$ 43.00	per/league match
	Mixed 18 & Over Leagues (3 doubles)	\$ 43.00	per/league match
	Mixed 40 & Over Leagues (3 doubles)	\$ 43.00	per/league match
E.	Facility Rental Fees		
	HEB Tennis Center		
	22max courts (Full day more than 6hrs)	\$ 600.00	per/rental
	22max courts (Half day less than 6hrs)	\$ 300.00	per/rental
	11max courts (Full day more than 6hrs)	\$ 300.00	per/rental
	11max courts (Half day less than 6hrs)	\$ 150.00	per/rental
	Al Kruse Tennis Center		
	10max courts (Full day more than 6hrs)	\$ 300.00	per/rental
	10max courts (Half day less than 6hrs)	\$ 150.00	per/rental

Scope of Work Attachment A-2 Tennis Centers Facility Inspection Form

Tennis Facility _____ Date _____
 Employee on Site _____
 City Staff's Name _____

		Yes	No
1	Is the pro-shop clean and free of trash and debris?	<input type="checkbox"/>	<input type="checkbox"/>
2	Are the days and hours of operation clearly visible on the door or window?	<input type="checkbox"/>	<input type="checkbox"/>
3	Is information about programs/tournament/clinics offered clearly displayed?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are the fire extinguishers and First Aid Kits current on inspections and readily accessible?	<input type="checkbox"/>	<input type="checkbox"/>
5	Have the AC/Heating filters been cleaned or changed?	<input type="checkbox"/>	<input type="checkbox"/>
6	Is the staff's appearance clean/appropriate for a tennis center?	<input type="checkbox"/>	<input type="checkbox"/>
7	Are storage areas organized and maintained?	<input type="checkbox"/>	<input type="checkbox"/>
8	Are Restrooms clean and properly stocked?	<input type="checkbox"/>	<input type="checkbox"/>
9	Are locker rooms clean and in sanitary condition?	<input type="checkbox"/>	<input type="checkbox"/>
10	Is there a fire evacuation plan posted in a conspicuous location?	<input type="checkbox"/>	<input type="checkbox"/>
11	Are the courts free of debris?	<input type="checkbox"/>	<input type="checkbox"/>
12	Are the benches in good condition and available to every court?	<input type="checkbox"/>	<input type="checkbox"/>
13	Are the windscreens in good condition and secured to the fence?	<input type="checkbox"/>	<input type="checkbox"/>
14	Are the nets and center straps all in good playable condition?	<input type="checkbox"/>	<input type="checkbox"/>
15	Is a backboard available to the public and in good condition?	<input type="checkbox"/>	<input type="checkbox"/>
16	Is the grass mowed and properly edged?	<input type="checkbox"/>	<input type="checkbox"/>
17	Are the trees trimmed in accordance to City Standards?	<input type="checkbox"/>	<input type="checkbox"/>

Notes: _____

Each question is worth 1 pt. Add up all boxes checked yes and divide by the total number of questions.

SCORE _____ / 17

GRADE _____

**Scope of Work
Attachment A-3
Tennis Centers Programming Form**

Tennis Facility _____
Employee on Site _____
City Staff's Name _____

Date _____

		1	2	3	4
1	Does the tennis center offer tennis Open Play to the public?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Does the tennis center offer tennis lessons?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Does the tennis center offer tennis leagues?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Does the tennis center offer tennis tournaments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Annual revenue generated at the facility?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Notes: _____

SCORE _____ / _____ 20

GRADE _____

Grading Scale

Pts	Does the tennis center offer tennis Open Play to the public?
1	Less than 500 open court fees reported, (number of players not revenue generated)
2	500-999 open court fees reported, (number of players not revenue generated)
3	1,000-1,500 open court fees reported, (number of players not revenue generated)
4	More than 1,500 open court fees reported, (number of players not revenue generated)

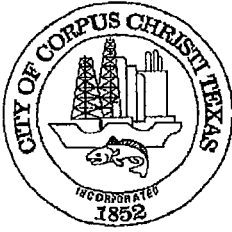
Pts	Does the tennis center offer tennis lessons?
1	Generated less than \$25,000.00 in revenue from lessons
2	Generated \$25,000.00-\$49,999.99 in revenue from lessons
3	Generated \$50,000.00-\$99,999.99 in revenue from lessons
4	Generated more than \$100,000.00 in revenue from lessons

Pts	Does the tennis center offer tennis leagues?
1	Less than 5 leagues offered at the tennis center
2	5-9 leagues offered at the tennis center
3	10-14 leagues offered at the tennis center
4	More than 15 leagues offered at the tennis center

Pts	Does the tennis center offer tennis tournaments?
1	Less than 5 tournaments a year
2	5-9 tournaments a year
3	5-9 tournaments a year including at least 1 national tournament
4	10+ tournaments a year including at least 1 national tournament

Pts	Annual Revenue Targets
1	Less than \$150,000.00 revenue generated
2	\$150,000.00 - \$199,999.99 revenue generated
3	\$200,000.00 - \$249,999.99 revenue generated
4	More than \$250,000.00 revenue generated

Attachment B - Pricing



CITY OF CORPUS CHRISTI
Pricing Form
PURCHASING DIVISION

RFP No. 1867

HEB Tennis Center Management and Program Services

PAGE 1 OF 1

DATE: 1-16-2019
Gerald Tjon A-Joe
 PROPOSER

[Signature]
 AUTHORIZED SIGNATURE

1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.
2. Provide your best price for each item.
3. In submitting this proposal, Proposer certifies that:
 - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
 - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's purchasing office, pursuant to the Code of Ordinances, is current and true.
 - c. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.0	Management Fee to include all expenses and fees to operate the Center, <u>excluding anticipated revenue</u>	60	Months	4250	255000. ⁰⁰

Attachment C – Insurance/Bond Requirements

I. CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance 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 Aircraft Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, Aircraft Liability and WC if applicable. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
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 \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, 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 statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- 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 renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit 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, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, 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 thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- E. Within five (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 stop work hereunder, and/or withhold any payment(s) 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 contract.
- 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 contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2019 Insurance Requirements

Purchasing

Parks & Recreation Tennis Centers - Al Kruse & HEB Tennis Centers Management

01/18/2019 sw Risk Management

BOND REQUIREMENTS: No bond requirements necessary for this service agreement;
Section 5. (B) is null for this Service Agreement.