



## **REQUEST FOR PROPOSALS FOR FOOD SERVICES AT THE JAPANESE TEA GARDEN IN BRACKENRIDGE PARK**

### **I. Introduction and Background**

The City of San Antonio (the “CITY”) owns the Japanese Tea Garden and Jingu House located at 3853 North St. Mary’s Street. The San Antonio Parks Foundation (“SAPF”) and the CITY have entered into an Agreement to allow SAPF to operate and manage the Jingu House at the Japanese Tea Garden to provide regular food service to visitors and to manage the use of the Jingu House and certain other areas of the Japanese Tea Garden (“JTG”) for events.

Through this Request for Proposals (“RFP”), the SAPF is seeking proposals from established firms to operate a Food Service Establishment (as defined below) at the Jingu House and provide catering for events to be held at the Jingu House and the JTG (collectively, the “Premises”). This will be an exclusive right to provide such concession and catering services and the successful bidder will be selected in part on the basis of the amount of the monthly concession payment offered to SAPF in return for this right.

The term of the contract with the successful proposer will be five (5) years, with an optional extension of five (5) years, based on the mutual agreement of the Proposer, SAPF and the CITY on terms and conditions.

The Jingu House premises include the Jingu House structure and the adjacent outdoor patio area (as shown in Exhibit A, attached). The other areas of the JTG to be used for events are illustrated in Exhibit B, attached. The space available for food preparation and storage on premises is very limited. The Proposer will be required to have use of a commercial kitchen off premises for food preparation and will need additional storage off premises, for catering equipment, furniture and supplies. There is a common storage unit onsite rented by the San Antonio Parks Foundation to house a limited number SAPF owned tables, chairs, and event equipment. The current operating contract is held by Fresh Horizons Creative Catering. Fresh Horizons will cease operations at the Jingu House as of November 30, 2021 and will assist in the transition to a new operator.

#### **Timeline:**

1. There will be a pre-submittal conference on Friday, November 12 at 10am CT at the Jingu House at the Japanese Tea Garden, 3853 North St. Mary’s Street. A second opportunity will be held by a Zoom video link on Monday, November 15 at 10am CT at the link included in this document. **Proposers must attend a pre-submittal conference in order to be considered for this contract award.**
2. All questions must be submitted by email to [maryjane@saparksfoundation.org](mailto:maryjane@saparksfoundation.org).
3. **The proposals are due by Monday, November 22 at 5pm CT to [maryjane@saparksfoundation.org](mailto:maryjane@saparksfoundation.org)**
4. Any interviews, if conducted, will be scheduled prior to November 29.
5. The winning Proposer will be notified by Tuesday, November 30 or sooner.
6. The Proposer should be ready to commence operations within 30 days of the fully executed contract.

### **II. Acknowledgements**

By submitting a proposal, the Proposer acknowledges the following and will be required to sign a contract to this effect:

- The Proposer has had sufficient time and opportunity to examine the Premises and acknowledges that there is in and about them nothing dangerous to life, limb, or health and waives any claim for damages that may arise from defects of that character after occupancy. The Proposer’s use of the Premises shall be conclusive evidence



of the Proposer's acceptance of the Premises in good and satisfactory order in its present condition AS IS, WHERE IS AND WITH ALL FAULTS as suitable for the purpose for which licensed. The SAPF specifically disclaims any warranty of suitability for intended commercial purposes of the Proposer.

- The Proposer agrees that no representations respecting the condition of the Premises and no specific promises to decorate, alter, repair, or improve the Premises, have been made by SAPF, the CITY or its agents to the Proposer unless the same are specifically agreed to in writing.

- The Proposer accepts the premises, any equipment and furnishings as is and agrees to provide, at its own expense, any necessary furnishings, fixtures and equipment necessary to operating its business. All such furnishings, equipment and improvements to the Premises must be approved in advance in writing by SAPF, including, but not limited to, furniture, temporary and permanent decorations, painting, tables, chairs, kitchen equipment, and fixtures.

- The CITY and SAPF do not have any obligation for the repair, maintenance, or replacement of furniture, equipment, or fixtures used by the Proposer in connection with the food service establishment or other uses of the Jingu House and outdoor patio area, including, but not limited to, stoves, refrigerators, dishwashers, tables, chairs, and office equipment.

- The Proposer acknowledges that all or portions of the historic Premises may not comply with current requirements of the Americans with Disabilities Act of 1990 (ADA). Neither CITY nor SAPF shall have the obligation to repair or modify any improvements which existed prior to the Commencement of this Agreement and which might be determined to be non-compliant with the ADA. Following commencement of this Agreement, neither CITY nor SAPF shall have the obligation to repair or modify any existing non-ADA compliant improvements that adjoin new ADA compliant improvements performed by CITY or SAPF.

- The Proposer acknowledges that the Japanese Tea Garden is open to the public free of charge daily from 7am until 5 pm and the intent of the parties is that it remain open to the public during those hours, or future operating hours, irrespective of Events, as defined below. The Proposer agrees to ensure that the Rental Events, including set-up and clean-up activities, do not significantly impact the use and enjoyment of Japanese Tea Garden by other visitors.

- When not in use for Events or during the hours of operation of the Food Service Establishment, SAPF may use the Jingu House for SAPF purposes, including administrative functions and SAPF social events and meetings. When not in use for Events or during the hours of operation of the Food Service Establishment, the adjacent outdoor patio area must be available for use by the public.

- The Proposer shall observe and comply with all federal, state and local laws, regulations, permits and certifications, ordinances, and codes pertaining to its activities, including but not limited to, those pertaining to alcohol, noise levels, and traffic control. The Proposer will not obligate the CITY or SAPF for any debt related to the Premises. The Proposer warrants that it will not utilize the Premises for any purpose not contemplated in the contract.

- Any agreement entered into between the Proposer and SAPF is subject to the review and approval of CITY. SAPF may terminate the rights of any Proposer that does not provide an acceptable level of services or does not comply with the provisions of such agreements on 60 days notice. Additionally, SAPF may terminate the rights of the Proposer on 90 days' notice without cause in the event that SAPF elects to terminate its agreement with the CITY.

- The following restrictions apply to Rental Events (as defined below): a) no obstructions of walkways or paths will be created or allowed during regular hours of operation of the Japanese Tea Garden, b) no tables, chairs or food/beverage service will be allowed in the waterfall area during regular hours of operation at Japanese Tea Garden, c) music shall conform with current noise guidelines, and d) no birdseed or rice will be allowed.

- The CITY, through its Parks and Recreation Director and/or his representative(s), and SAPF, through its President & CEO, shall have the right to inspect the Premises at any time.



- The Proposer acknowledges that the Charter of the City of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined therein, from having a financial interest in any contract with the CITY or any CITY agency such as CITY-owned utilities. A CITY officer or employee has a “prohibited financial interest” in a contract with the CITY or in the sale to the CITY of land, material, supplies, or services, if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee, or his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market values of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity. The Proposer will be required to warrant and certify that it, its officers, employees and agents are neither officers nor employees of the CITY or any of its agencies such as CITY owned utilities.

### **III. SAPF and CITY Responsibilities**

- SAPF will be responsible for the scheduling, coordinating and charging of fees for rental and use by the public of the Jingu House, adjacent outdoor patio area, pavilion and waterfall areas within the Japanese Tea Garden, as shown on Exhibit A, as well as other spaces within the Japanese Tea Garden as may be agreed to by SAPF and CITY.

- SAPF will establish a telephone number that may be used by the public to schedule Rental Events and SAPF will ensure that this telephone is answered by SAPF staff or a voicemail service from 9:00 a.m. to 5:00 p.m. on Mondays through Fridays, lunch breaks and Federal holidays excepted. SAPF shall respond to voicemail messages in a timely manner. The reservation telephone number will be displayed on both the SAPF and CITY websites.

- SAPF will be responsible for collecting any booking, reservations or usage fees for the Premises.

- Confirmed bookings for Rental Events, CITY Events and SAPF Events will be communicated to the Proposer as soon as possible, but in all cases, within two business days. SAPF will also provide contact information for the Proposer on its website.

- SAPF may establish and revise as necessary photography fees to be collected from privately hired professional photographers conducting business at the Premises and within Japanese Tea Garden (“Photography Fees”). Visitors to the Premises and Japanese Tea Garden shall be exempt from paying Photography Fees provided that captured photos or video are taken for the purpose of personal enjoyment and are not intended for resale purposes or fulfillment of contractual obligations. The fee will not be charged if the photography/videography is in connection with a Rental Event.

- SAPF, subject to the review of and approval by of the CITY, may establish and revise as necessary a parking fee to be paid by private tour buses visiting the Premises and Japanese Tea Garden (“Tour Bus Fee”) in order to utilize the reserved tour bus parking provided. Non-profit organizations and CITY-organized functions shall be exempt from the Tour Bus Fee.

- CITY is responsible for all costs associated with the repair and maintenance of the structural elements, electrical, plumbing, and HVAC systems and equipment for the Premises, subject to availability of funds and appropriation by City Council. SAPF will provide to CITY information regarding warranties associated with the initial renovation of the Premises and Proposer will provide information to the CITY regarding any fixtures or equipment supplied by Proposer. CITY will be permitted to access the interior and exterior of the Jingu House for the purpose of performing maintenance and repairs and such access shall not be unreasonably withheld by SAPF or the Proposer.

- SAPF will notify the Proposer of all maintenance, repair and improvements to the Premises prior to commencement of such activities to the extent feasible and to the extent it has been notified by the CITY; however, emergency repairs may not permit CITY or SAPF to provide notification in advance.



#### **IV. Proposal Requirements**

##### **Operation of Food Service Establishment in Jingu House**

The Proposer will be responsible for operating a food service establishment (“Food Service Establishment”) within the Jingu House and adjacent outdoor patio area, which shall be open to the public a minimum of thirty (30) hours each week. The operating hours must include, but are not limited to, service between 11:00 and 2:00pm, Tuesday through Sunday. Failure to maintain these operating hours will be cause for termination of any agreement between the Proposer and SAPF. The Proposer will not be considered in default of any agreement with SAPF in the event that the Food Service Establishment is not operational for any period of time during the initial two (2) months following the Commencement Date or due to failure of structural elements, electrical, plumbing and/or HVAC systems and equipment for the Premises. The restrooms are available to the public during the hours the Jingu House is open for business.

The Proposer is responsible for all of the costs and manpower associated with operating the Premises and Rental Events. All manpower and expenses associated with the Food Service Establishment, including set up and break down of equipment and custodial costs, are the responsibility of the Proposer.

The Proposer is responsible for the repair and maintenance within the Jingu House and adjacent outdoor patio area, including the necessary manpower, as follows: a) custodial services and supplies for all areas, including the restrooms, b) placement of trash in trash dumpsters, c) pest control, d) replacement of light bulbs and ballasts, and e) regular cleaning and maintenance of interior finishes, including paint, wall covering, and floor finishes.

The Proposer must provide evidence of liquor liability and appropriate training/licenses if alcoholic beverages are to be sold or served.

The Proposer may use trash dumpsters provided by CITY for trash generated by daily activities within the Jingu House, adjacent outdoor patio area, and for Rental Events; however the Proposer will be responsible for collecting and removing trash from large Events that would exceed the capacity of trash dumpsters provided by CITY.

##### **Event Scheduling**

- SAPF will be responsible for meeting with prospective customers on site during JTG operating hours to explain the rental terms, and provide rental contracts and required forms.
- SAPF will collect a facilities rental fee for each Rental Event.
- SAPF will collect a non-refundable damage deposit for each Rental Event. If any damage occurs as a result of a Rental Event, the Proposer will notify the SAPF immediately.
- All fees due to the Proposer for catering and services related to events will be paid directly to the Proposer; SAPF has no responsibility for collecting amounts due.

##### **Special Events**

- The Proposer shall have the exclusive right to provide all goods and services required by outside parties (excluding the CITY and SAPF) in connection with Special Events, including, but not limited to, food and beverages, flowers and other decorations, tables and chairs, equipment, etc. These goods and services may also be provided by sub-contractors to the Proposer, but all payments must be made directly to the Proposer and not to third parties. Services contract forms used by Proposer for Events must be approved by SAPF.
- A Representative, as defined below, of the Proposer must be on site for all Rental Events.
- All manpower and expenses associated with Rental Events, including set up and break down of equipment and custodial costs, are the responsibility of the Proposer.



- The Proposer must provide evidence of liquor liability if alcoholic beverages are to be sold or served.
- The Proposer will provide custodial services for all Rental Events and SAPF Events, ensuring that the area is clean before and after each such Event. SAPF will reimburse Proposer for all custodial services provided in connection with SAPF events.

### **Collection of Additional Fees**

- The Proposer shall be responsible for providing information on request, to those who wish to make donations to SAPF. The Proposer shall also allow SAPF to place a donation box or credit card collection machine on the Premises. The Proposer shall not accept any donations on behalf of SAPF.

### **Utilities**

Water, sewer and electrical utilities are provided to the Premises through CITY's utility meters which serve the Premises and Japanese Tea Garden. CITY shall determine what CITY's average water, sewer and electrical utility costs were during CITY's operation and prior to the renovation of the Jingu House, but excluding water usage associated with the ponds ("City Utility Usage"), and the Proposer agrees to reimburse CITY for the cost of such utilities over and above the City Utility Usage. The Proposer agrees to remit payment in full to the CITY within 30 days of receipt of said invoices from the CITY or SAPF. The CITY and SAPF will agree to reimburse Proposer for utilities associated with CITY and SAPF events, subject to negotiation, depending on the nature of the event.

Excluding services described above, the Proposer will provide for and pay directly to the utility companies, all other utility company connection charges, including, but not limited to, telephone lines and connections and any cable/satellite television connection fees, and all charges incurred for telephone, cable/satellite TV, security services, or any other utility services, used in or on the Premises. SAPF and CITY will not be liable to the Proposer in damages or otherwise if said services are interrupted or terminated because of necessary repairs, installations, improvements or any cause beyond the control of CITY.

### **Insurance Requirements**

- Prior to the commencement of any work under this Agreement, Proposer shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the CITY's Parks and Recreation Department, which shall be clearly labeled "SAN ANTONIO PARKS FOUNDATION – JAPANESE TEA GARDEN" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's original signature, including the signer's phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to pay or perform under this License until such certificate and endorsements have been received and approved by the CITY'S Parks and Recreation Department. No officer or employee, other than the CITY'S Risk Manager, shall have authority to waive this requirement.
- The CITY and SAPF reserve the right to review the insurance requirements of this Article during the effective period of any contract or extension or renewal and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this License. In no instance will CITY allow modification whereupon CITY may incur increased risk.



- Subject to the Proposer's right to maintain reasonable deductibles in such amounts as are approved by the CITY and SAPF, the Proposer shall obtain and maintain in full force and effect during the duration of any agreement, and any extension, at Proposer's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, 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), in the following types and for an amount not less than the amount listed or as updated by CITY requirements:

TYPE	AMOUNT
1. Workers' Compensation and Employers Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors f. Damage to Property Rented by you g. Damage to Rented Premises h. Broad Form Property Damage to include fire and liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence \$2,000,000 general aggregate or its equivalent in umbrella or excess liability coverage
3. Business Automobile Liability a. Owned/Leased Vehicles b. Non-owned Vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
4. Property Insurance	Coverage for 100% of the replacement cost of the structure and 80% of improvements.
5. Umbrella or Excess Liability Coverage	\$2,000,000 per occurrence combined limit Bodily Injury including death and property damage per occurrence limits
6. Liquor Liability if applicable	\$1,000,000 per occurrence; \$2,000,000 aggregate
7. Environmental Insurance if applicable (Contractor's Pollution Liability)	\$2,000,000 per occurrence;\$2,000,000 aggregate
8. Builder's Risk if applicable	100% replacement cost during construction phase of any new or existing structure
9. Explosion, Collapse, Underground Property Hazard Liability	\$2,000,000

## V. Proposal Content and Evaluation

The proposal must include the following information:



1. Proposer's name, principal address, complete contact information including phone and website, business structure (sole proprietor, partnership, incorporated entity) and any applicable MBE/WBE/AABE/SBE status
2. Identification of all owners or management personnel, as well as those who will be involved in the day-to-day operations at the Premises
3. A description of the Proposer's experience in the food service and catering industry, including number of years in business under current name, experience with any prior business venture or employer, all professional training and licenses obtained
4. Business plan for the food service establishment to be operated in the Jingu House and the catering services to be provided, including proposed hours of operation, food service and catering menus and pricing, proposed staffing, space utilization plan, and proposed equipment, furnishings and fixtures to be provided. Photos or catalogues of proposed equipment and furniture should be included with the RFP as attachments.
5. Proposer must specify where any actual food preparation will take place other than the Jingu House kitchen, which must be a licensed commercial kitchen off premises. Proposer should also identify any proposed subcontractors to be used in providing food service or event services.
6. Has the Proposer or any business owned wholly or in part by the Proposer ever filed for bankruptcy?
7. At least three (3) references that can attest to the Proposer's experience in the restaurant/food service/catering business with complete contact information (address, phone number and email address)
8. The amount of the monthly concession payment to be paid as well as any revenue or profit-sharing offered

The winning bidder will be selected on the basis of evidence of willingness and ability to comply with all requirements of this Request for Proposals and its:

- Qualifications and prior experience in operating a successful restaurant, food service or catering business (50%)
- Quality of plan for providing food service and catering services (20%), including menus for food service and catering, pricing and operating hours.
- The amount of the monthly concession payment to be paid in return for right to operate the food service establishment and the exclusive right to provide catering at the Jingu House and the JTG. Any revenue or profit-sharing above this amount will be considered in the case of substantially similar concession payments (30%)

## VI. Definitions

**Events:** Events are defined as Rental Events, SAPF Events and City Events, as described below.

City Events: CITY may schedule up to ten (10) City Events ("City Events") at the Premises each calendar year during the term of this Agreement, subject to availability. City Event is defined as a CITY or CITY sponsored event, such as meetings, receptions and social events. CITY will not pay any rental fees or deposits but is responsible for all direct costs. CITY will use its best efforts to request City Events at least two weeks in advance; however the Proposer acknowledges that this may not always be feasible. The CITY is permitted to use outside caterers and food service for its events.

SAPF Events: SAPF may schedule up to ten (10) SAPF events ("SAPF Events") at the Premises each calendar year during the term of this Agreement, subject to availability. SAPF Event is defined as an event held by SAPF, such as meetings, receptions and social events. SAPF will not pay any rental fees or deposits but is responsible for all direct costs associated with SAPF Events. SAPF is permitted to use outside caterers and food service for its events.

**Representative:** A Representative of the Proposer is defined as a manager or supervisor with appropriate decision-making authority, all of whose names and contact information are on file with the SAPF.

These areas may be used for wedding ceremonies and social gatherings during hours that the Japanese Tea Garden is open to the public. Additional locations for Rental Events, other uses, food service and



events at times that the Japanese Tea Garden is not open are subject to the prior approval of SAPF. Rental Events held at times that the Japanese Tea Garden is not open will require security.

## VII. Indemnification and Additional Insurance Information

The Proposer covenants and agrees to FULLY INDEMNIFY CITY, SAPF and authorized representatives of CITY and SAPF from all liability of any kind arising out any negligent act or omission of the Proposer's use of the LICENSED PREMISES

The indemnity provided for in the foregoing paragraph shall not apply to any liability resulting from the negligent act or omission or willful misconduct of CITY or SAPF, its officers or employees.

IN THE EVENT THE PROPOSER, SAPF AND THE CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPENTENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS, FEDERAL, OR INTERNATIONAL LAW.

The Proposer shall promptly advise SAPF in writing of any claim or demand against the Proposer, CITY or SAFP known to the Proposer related to or arising out of the Proposer's, SAPF's or CITY's activities under this Agreement.

The provisions of this Indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Any and all employees, representatives, agents or volunteers of the Proposer shall be considered employees, representatives, agents or volunteers of the Proposer only and not of SAPF or the CITY. Any and all claims that may result from any obligation for which the Proposer may be held liable under any Workers' Compensation, Unemployment Compensation or Disability Benefits law or under any similar law on behalf of said employees, representatives, agents or volunteers shall be the sole obligation and responsibility of the Proposer.

All personal property placed in the Premises shall be at the sole risk of the Proposer. CITY shall not be liable and Proposer waives all claims for any damage either to the person or property of Proposer or to other persons due to the Premises or any part of appurtenances thereof becoming out of repair or arising from bursting or leaking of water, gas, waste pipes, or defective wiring or excessive or deficient electrical current, or from any act or omission of employees, or other occupants of the Premises, or any other persons, due to the happening of any accident in or about the Premises. The Proposer shall save and hold harmless SAPF and CITY from any claims arising out of damage to Proposer's property or damage to Proposer's business.

As they apply to the limits required by SAPF and the CITY, SAPF and the CITY shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). The Proposer shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to SAPF and the CITY at the address provided below within 10 days of the requested change. The Proposer shall pay any costs incurred resulting from said changes.

The Proposer agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- A. Name SAPF and the CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with SAPF, with the exception of the workers' compensation and professional liability policies;



- B. Name the CITY as Loss Payee with respect to the Property and Builders Risk Policies;
  - C. Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the CITY is an additional insured shown on the policy;
  - D. Workers’ compensation, employers’ liability, auto liability and general liability policies will provide a waiver of subrogation in favor of the CITY; and
- E. Provide advance written notice directly to SAPF and the CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, the Proposer shall provide a replacement Certificate of Insurance and applicable endorsements to SAPF and the CITY. SAPF shall have the option to suspend the Proposer’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 Agreement.

In addition to any other remedies SAPF may have upon the Proposer’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time required in this Agreement, SAPF shall have the right to order the Proposer to stop work hereunder, and/or withhold any payment(s) which become due to the Proposer hereunder until the Proposer demonstrates compliance with the requirements hereof.

Nothing contained in this Agreement shall be construed as limiting in any way the extent to which the Proposer may be held responsible for payments of damages to persons or property resulting from the Proposer’s or its subcontractors’ performance of the work covered under this Agreement.

It is agreed that the Proposer’s insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this License and that no claim or action by or on behalf of SAPF or the CITY shall be limited to insurance coverage provided.

The Proposer and any subcontractors are responsible for all damage to their own equipment and/or property.

Zoom meeting link:

Topic: Japanese Tea Garden Pre-Submittal Conference  
Time: Nov 8, 2021 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84746040579?pwd=UjE2M2ZyTmNoL0dHRU10aWJQUi9Cdz09>

Meeting ID: 847 4604 0579  
Passcode: 2021