



CITY OF SAN ANTONIO

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ADDENDUM I

SUBJECT: Request for Applications for Shared Use Agreement (SUA) for SAMHD due November 7, 2011

FROM: San Antonio Metropolitan Health District Department

DATE: October 12, 2011

QUESTIONS RECEIVED BY CITY STAFF ARE ANSWERED AS FOLLOWS:

Question 1: Is there an amendment process to the application after the goal setting requirements?

Response: Any changes will be reflected in the final contract.

Question 2: What is the districts level of liability for the areas utilized for this project?

Response: The districts level of liability for the areas utilized for this project is subject to the facts and circumstance surrounding any given loss and the governmental immunities bestowed on the district under the Texas Tort Claims Act.

Question 3: Regarding community input on pages 3 and 8, is there a preferred form to put this information on? What depth of details needs to be included?

Response: This information can be included in the Project Summary. If your district conducts meetings, please submit the minutes from the meetings and the number of attendees. If your district conducts a survey, submit a summary of your findings. You can also utilize the community guide for additional ideas.

Question 4: On page 4, 3 d), "Provide outreach to community residents to inform them of the improved and open facilities." Is there a preferred place to place this

information?

Response: This information can be included in the Project Summary.

Question 5: Are bathrooms allowable expenses?

Response: Bathrooms and water fountains can be upgraded, but not newly built. Please refer to 2009 American Recovery and Reinvestment Act link for requirements.

Question 6: What is a capital improvement project? What would be the limitations?

Response: A project would include upgrades or improvements to existing buildings or surfaces, not new construction. For example, improvement to fields, tennis court surfaces, walking trail upgrades are allowed, but building a new tennis court would not be allowed. Installing seating or lighting to make it safer would be allowed. Repairing existing fences would be allowed.

Question 7: Can we resurface existing surfaces?

Response: Yes.

Question 8: What does “assume all liability” mean?

Response: Applicant will assume the responsibility to investigate and appropriately handle all claims that may arise as a result subject to the immunities afforded to the district under the Texas Tort Claims Act.

Question 9: Which party is liable (the district or the City) if a swing on an updated playground breaks after hours and someone else gets hurt because of the broken equipment?

Response: See response for Question 8.

Question 10: Will there be an out clause for the districts in the final shared use agreement in the event if a negative incident occurs over and over on a location that has been upgraded which leads to having the area shut down during the 5 year term?

Response: Please see response to Question 8. Additionally, the final agreement may make allowances for circumstances where an improved area is no longer used in conformity with the agreement subject to re-payment of a pro-rated amount of provided funding.

Question 11: Could the funds be used to pay for security staff or staff to secure upgraded locations?

Response: Unless prohibited by law, the cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, necessary maintenance, normal repairs and alterations, and the like are allowable to the extent that they: keep property (including Federal property, unless otherwise provided for) in an efficient operating condition, do not add to the permanent value of property or appreciably prolong its intended life, and are not otherwise included in rental or other charges for space. Costs which add to the permanent value of property or appreciably prolong its intended life shall be treated as capital expenditures.

Question 12: Can you clarify Section X, No Indemnification on page 8?

Response: As government entities neither the City nor an independent school district may indemnify another party unless funds have been set aside, or a sinking fund has been established, to pay for the unknown future debt. In this instance, neither party will indemnify.

Question 13: If we are proposing to improve an existing track at one of our campuses, first of all, improve the surface and grading of the track, which are non-existent, and improve fencing or the entrance, can we purchase exercise stations, lights and signage with the funds?

Response: Yes, these are allowed.



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