



Addendum No. 1

The Transit Authority of the City of Omaha d/b/a Metro

REQUEST FOR QUALIFICATIONS BUS RAPID TRANSIT – FINAL DESIGN

Specification No. 11-16

Date Issued: December 21, 2016

To: All Interested Parties

This Addendum forms a part of the Contract Documents dated December 1, 2016. The Bidder shall acknowledge receipt of this Addendum on the Addenda Acknowledgement form provided. Failure to acknowledge receipt may subject the Bidder to disqualification.

This Addendum consists of the following:

- | | |
|------------------------------|--------------|
| • Addendum Form | One (1) page |
| • Request for Clarifications | One (1) page |
| • Response | One (2) page |

Request for Clarification: Financial Tasks, Owner Agent, AVL, Construction, TIGER, Sheets and Satisfactory Continuing Control.

EXHIBIT F

Request for Clarification or Substitution

Request for Clarifications/Substitutions

Project Title: Bus Rapid Transit Final Design

Date: 12/16/2016

Company Name: HNTB Corporation

Page No: various

Document Reference (check one):

General Requirements: X

Specifications: _____

Section Number: _____

Section Title: _____

BIDDER'S REQUEST:

1. The RFQ does not reference a financial services task as part of final design. Do you see the selected consultant supporting Metro in this regard?
2. The RFQ references an owner's agent. Can you provide information on this consultant?
3. The RFQ references AVL/CAD connections. Where are you in that procurement process and do you have a timeline for completion of that effort?
4. What constitutes start of construction? The RFQ references a schedule milestone start of construction in September 2017. What constitutes start of construction for the purpose of meeting this milestone?
5. Can you provide a copy of the FTA TIGER Grant Agreement?
6. The RFQ allows two 11x17 sheets for the approach. Can one of these sheets be used for the schedule section?
7. The RFQ in section 7.3.3 states that consultant will facilitate the discussion with the City of Omaha for "Satisfactory Continuing Control" of the TSP systems. Can you clarify this requirement and specifically define "Satisfactory Continuing Control."

METRO RESPONSE:

Approved _____ Denied _____

Metro Comments:

Please see attached.

Metro Authorized Signature
Grant Administrator

Date of Response

Metro Transit, 2222 Cuming Street, Omaha, NE 68102 jrumery@ometro.com

EXHIBIT F

Request for Clarification or Substitution

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Company Name: HNTB Corporation

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Document Reference (check one):

Metro Comments:

1. The RFQ does not reference a financial services task as part of final design. Do you see the selected consultant supporting Metro in this regard?
No. This is not a requirement.
2. The RFQ references an owner's agent. Can you provide information on this consultant?
Owner's agent/owner's representative will be Metro designated staff member/members.
3. The RFQ references AVL/CAD connections. Where are you in that procurement process and do you have a timeline for completion of that effort?
AVL acquisition is an ongoing process. We do not have a current timeline for completion at this point.
4. What constitutes start of construction? The RFQ references a schedule milestone start of construction in September 2017. What constitutes start of construction for the purpose of meeting this milestone?
*This project will be phased by the determination of critical path items. To this end, we expect that construction will be phased accordingly. The FTA defines construction in **FTA Circular 4220.1F** as: "Construction" means construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this definition, the terms "buildings, structures, or other real property" include, but are not limited to, improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property. **(Posted: December 2009)***
5. Can you provide a copy of the FTA TIGER Grant Agreement?
Since this information pertains to the specifics of financing the project, it is not pertinent to this portion of the contracting process. Information will be provided to the team who is awarded the contract at the completion of contract negotiations.
6. The RFQ allows two 11x17 sheets for the approach. Can one of these sheets be used for the schedule section?
Yes.

7. The RFQ in section 7.3.3 states that consultant will facilitate the discussion with the City of Omaha for “Satisfactory Continuing Control” of the TSP systems. Can you clarify this requirement and specifically define “Satisfactory Continuing Control.”

*The FTA Requires that any “project property” be maintained with satisfactory continuing control for its useful life. **The specifics of this are described in FTA Circular 5010.1D Section IV (3) e.***

“Use of Project Property. Project property is to be used by the grantee in the programs or project for the purpose it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. When need no longer exists, see disposition requirements in Chapter IV, Subsection 3.I., “Disposition,” of this circular. (1) Continuing Control. The grantee agrees to maintain continuing control of the use of project property and constructed improvements to the extent satisfactory to FTA. The grantee agrees to use project property for appropriate project purposes for the duration of the useful life of that property, as required by FTA. If the grantee unreasonably delays or fails to use the project property during the useful life of that property, the grantee agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The grantee further agrees to notify FTA immediately when any project property is withdrawn from project use or when any project property is used in a manner substantially different from the representations the grantee made in the Grant Agreement or Cooperative Agreement for the project.”