

NILES BOLTON ASSOCIATES

REBID ADDENDUM NO. 2

DOWNTOWN ATLANTA GREYHOUND
INTERCITY BUS FACILITY
ATLANTA, GEORGIA
NBA PROJECT NO. 119001.00
July 27, 2021

The following Addendum hereby amends the Rebid Documents originally issued for this project. Proposers shall acknowledge receipt of this Addendum in your proposal form.

All proposals must be received by 5:00pm EDT on Friday, July 30, 2021.

A. QUESTIONS FROM BIDDERS:

Q1: Reference Drawings C4.01, S1.010 & S3.005. The foundation footing along Forsyth Street is designed to be installed at a depth of ten feet below street grade at the northwest corner; and the detention vault is designed to be installed at a depth of twelve feet below existing grade. These excavations will require either a benched excavation or a temporary shored excavation. A benched excavation for the foundations will require excavation into the street and Phase 1 areas, respectively. Does the Owner have an easement to allow for excavation into Forsyth Street? If not, a shoring system will be required along Forsyth Street. Additionally, note that due to the phasing sequence, shoring will be required to support completed work in Phase 1 to install the detention vault at the designed elevation.

A1: The contractor will be responsible for obtaining any needed temporary easements and lane or sidewalk closures. Cost of such easements or closures must be included in your proposal.

The civil phasing plans indicate areas where temporary shoring is generally anticipated. If temporary shoring is required in other areas, such as between the retention vault and sanitary manhole Y1, the costs of such shoring must be included in your proposal.

Note that Excavation Support and Protection systems are a delegated design in accordance with specification section 31 50 00 Excavation Support and Protection. The location, size, and design to be determined by the contractor.

Q2: Reference Drawing C5.01. Please confirm if it would be acceptable to shift the sanitary structure Y1 towards plan NW as necessary to install temporary shoring in Phase 3.

A2: It appears that sanitary structure Y1 could shift a few feet plan NW. The sanitary line must stay out of the vestibule as it exits the building, and the sanitary structure must not be located within the accessible parking zone.

Q3: Reference Sheet A0.200 and S1.012, the exterior bus canopy will only be partially complete during phase 1. Remobilization for concrete work and steel erection will require another mobilization during Phase 3. Please confirm that Greyhound understands that only partial use of the canopy area will be

NILES BOLTON ASSOCIATES

DOWNTOWN ATLANTA GREYHOUND
INTERCITY BUS FACILITY
ATLANTA, GEORGIA
July 27, 2021
Page 2

available after completion of Phase 1--based on the breakpoint indicated on Drawing A1.011. The remaining portion of the canopy and bus lane will not be available for use until Phase 3 is complete.

- A3: Greyhound is aware of the phasing of the bus canopy construction as indicated on 2/A1.011 and S1.010. The bus canopy will be complete before the buses begin utilizing the bus bays behind the station in the final phase of construction.
- Q4: Section 6, Insurance Requirements does not list Builder's Risk as a requirement. Please advise if Builder's Risk is by the Contractor and should be included in the bid proposal amount.
- A4: Builder's Risk is required, see new Section 6- Insurance Requirements attached
- Q5: What COVID-19 protocol procedures will the Contractor need to implement for this project?
- A5: The proposers should include jobsite safety protocols as recommended by the CDC at the time the proposals are submitted.
- Q6: Structural drawings state that the slab needs to be at 75% strength before backfilling to a specific height. Please confirm it would be acceptable to backfill the foundation walls to finish grade before the S.O.G is poured if the walls are properly braced?
- A6: If the wall is braced against sliding, the interior slab on grade does not need to be in place to backfill to the final top of grade elevation. The maximum backfill height given on the drawings is to prevent sliding while minimizing the footing size and eliminate the need for a key if neither the slab on grade is in place or bracing is not used
- Q7: P2.010 indicates the grease waste exit to be 4" (type? DIP?). C5.01 indicates it as 6" DIP. Please advise.
- A7: The line going into the grease interceptor is a 4" D.I.P as indicated on sheets P2.010 and C5.01. The line leaving the grease interceptor is a 6" D.I.P.
- Q8: Reference Specification Section 07 42 15 - 5, Paragraph 2.01-B-4a. If a fabricator does not have the Premium Certified ACM designation, but have fabricated and installed the basis of design products, will they be considered an acceptable fabricator?
- A8: The fabricator must have the Premium Certified ACM Fabricator designation from the Metal Construction Association.
- Q9: Reference Specification Section 07 41 15, 2.01C - Acceptable Standing Seam Roof Manufacturers and Drawing A3.001: Material - Exterior Finish Schedule. Drawing A3.001 specifies IMETCO - Series 300 Custom Color to Match MP-3 (MSS-1) and Series 300 Solar White (MSS-2). These are colors are custom to IMETCO; Please provide the colors from the other approved manufacturer that will be acceptable.

NILES BOLTON ASSOCIATES

DOWNTOWN ATLANTA GREYHOUND
INTERCITY BUS FACILITY
ATLANTA, GEORGIA
July 27, 2021
Page 3

If not available pre-bid, how will colors from the other approved manufacturers be selected and approved post-bid?

A9: Standing Seam Metal Roofing is a Basis-of-Design item. If one of the listed acceptable manufacturers had been submitted as a substitution request and approved by addendum, the approved manufacturer would have been required to provide a custom color to match the colors indicated on the Exterior Finish Schedule in the drawings. However, no requests for substitution were received prior to the 07/22/2021 pre-proposal meeting.

B. SPECIFICATION CLARIFICATION:

- a. Section 16- Federal Aid Contract Provisions, add the attached sheet, Disadvantaged Business Enterprise (DBE)- 49 CFR Part 26, as page 16-21. Adjust the Table of Contents in the Project Manual accordingly.
- b. Section 4- Proposal Form, amount of Allowance Number Two for lease of gravel parking lot to be \$16,000.00 in lieu of \$13,000.00.

C. ATTACHMENTS:

- a. Section 6- Insurance Requirements.
- b. Section 16- Disadvantaged Business Enterprise (DBE)- 49 CFR Part 26.
- c. Minutes of 07/22/2021 Pre-Proposal Meeting.

LRL/snk

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Meeting Minutes

DATE: July 22, 2021

RE: Pre-Proposal Conference Meeting
Location: One Buckhead Plaza
Notes by: Taylor Kitchens
Downtown Atlanta Greyhound Intercity Bus Facility
NBA Project No. 119001.00

The following meeting minutes reflect the understanding of the author. Please advise within two working days, if there are any discrepancies. If no corrections are received within the allotted time, these minutes will become the meeting minutes of record.

Atlanta
3060 Peachtree Rd. N.W.
Suite 600
Atlanta, GA 30305
404 365 7600

Alexandria
300 North Lee St.
Suite 502
Alexandria, VA 22314
703 836 0915

1.

INTRODUCTIONS

- a. The Rebid Pre-Proposal Meeting was conducted as an in person meeting with an option to call-in as needed.
- b. John Isaacson with Greyhound introduced himself and his immediate team working at Greyhound. Lester Love followed with an introduction of the Design Team.
- c. Participants provided an introduction of themselves and the organization with which they represented.
- d. Participants were encouraged to sign-in at the beginning of the meeting to ensure an accurate record of everyone involved.

NILES BOLTON ASSOCIATES

2. PROJECT BACKGROUND

- a. Greyhound provided a brief history of the site and the project beginnings dating back to the 1996 Olympics held in Atlanta, with the design of the existing station as a modular building which had only been intended to be in use for 3 years as a temporary facility.
- b. The new facility design was based on the current Greyhound prototype and has been altered to best fit the site conditions and slope.
- c. Site topography and overall grade change played a significant role in the development of the bus circulation and slip location relative to the station.
- d. The existing station was also another major part of how the station would be designed given that the existing station would be required to remain operational throughout the construction of the new facility. More on that in part 9, Greyhound Operations and Project Phasing

3. PROPOSAL SUBMISSION

- a. All ReBid Proposals are due on Friday, July 30, 2021, at 5:00PM EDT.
- b. Email proposals to ricky.bivens@greyhound.com and john.isaacson@greyhound.com.
- c. Please include “Downtown Atlanta Intercity Bus Facility Proposal” in the subject line.
- d. Email attachments cannot exceed 25 Mb.
- e. Use the bid proposal form provided in the Project Manual.
- f. Required attachments to bid proposals include the following:
 - Bid Security
 - Schedule of Values
 - Qualification Statement
 - Three (3) References
 - Federal GDOT Contract Provisions
- g. Initial the DBE Certification in the lower left corner.
- h. NBA has posted responses to bidder questions in the form of ReBid Addendum No. 1 that is available to all bidders on the ARC website. Please be sure to register for free.
- i. At this time, there is one (1) Addendum that has been posted. All Addenda must be noted as received on your Proposal Form.
- j. Addendum 2 will be forthcoming with the inclusion of today’s meeting minutes.
- k. All Requests for substitution were due today at 2:00PM EDT. No additional requests will be reviewed.
- l. Where a Basis of Design product or assembly has been specified or referenced in the drawings, that product or assembly is to be included in your proposals unless a substitution has been approved by Addendum.

4. PROPOSAL EVALUATION CRITERIA

NILES BOLTON ASSOCIATES

- a. Greyhound and GDOT will both be evaluating the bid proposals.
- b. Cost will be the main criteria, but other criteria will be evaluated.
 - A list of all evaluation criteria can be found on page 2-1 of the Project Manual.
- c. Allow for up to 2 weeks for Greyhound and GDOT to reach a decision.
- d. There will be an allotted period of time for Greyhound and GDOT to prepare the contract after a bid proposal decision has been made.

5. CONSTRUCTION CONTRACT

- a. The Federal Transit Administration (FTA) will be providing a formula grant to assist with funding of the project. The grant will be overseen and administered through the Georgia Department of Transportation (GDOT).
- b. The construction contract will be with Greyhound.
- c. The Contract to be used for the project will be the standard AIA Contract, A101.
- d. Greyhound anticipates that the contract will be awarded in late August and executed in September. NTP is expected by September 24, 2021. GC to pull Building Permit by September 27, 2021. Construction to be started by October 11, 2021.

6. PROJECT SCHEDULE

- a. 480 days have been established for construction as indicated on page 5-1 in the Project Manual.
- b. The permits have all been approved and are ready to be picked up at the City of Atlanta Building Department by the successful bidder.
- c. The project was approved under 2012 IBC and 2009 IECC, and thus it will be critical to get the Building Permit pulled prior to expiration of plan approvals.

7. CONSTRUCTION SCOPE

- a. Greyhound has prepared for seven (7) allowances:
 - 1. \$90,000.00 - Utility Connection and Engineering Charges
 - 2. \$16,000.00 - Lease of the adjacent gravel parking lot
 - 3. \$22,000.00 - Construction Camera
 - Greyhound has received approval from the Owner of the adjacent building to the south to place a construction camera on their roof.
 - 4. \$40,000.00 - Balance of City of Atlanta fees, Permit #BB-202001275.
 - 5. \$10,000.00 - Up to 5 tons of additional reinforcing steel for unforeseen conditions.

NILES BOLTON ASSOCIATES

6. \$45,000.00 - Up to 10 tons of additional structural steel if identified during shops.
7. \$45,000.00 - 3rd Party standard construction inspections if required by The City of Atlanta due to COVID-19 restrictions on the City staff.
- b. NBA has the Fulton County Health Department approved Food Service drawings and will provide these to the successful bidder.
- c. Greyhound emphasized the importance of Accessibility and compliance with ADA 2010 criteria during construction. Greyhound also expressed a willingness to work with the installers for items such as the Sanitary Hoppers to ensure that installation goes smoothly and correctly the first time.

8. FF&E SCOPE

- a. The O-Series Drawings in the Contract Documents covers FF&E items with price estimates from 2018. These are to be used as a point of reference only.
- b. The bidders will need to provide current pricing numbers for FF&E items in their bid proposals.

9. GREYHOUND OPERATIONS & PROJECT PHASING

- a. The existing facility is to remain operational during construction up until the new facility has received CO at which point Greyhound will relocate into the new facility. The Contract Documents provide general phasing drawings, see Architecture sheet A0.200 and Civil drawings EC2.0 through EC3.0; however, these are only intended to represent a potential option. It is the responsibility of the successful bidder to fully plan and coordinate construction phasing for the project.
- b. Bus loading will occur on Brotherton Street from the existing facility during construction. The GC will need to work with the Greyhound Facility Manager, Dennis Williams, throughout construction.
- c. Greyhound has performed re-routing of existing electrical power to the existing facility out of the proposed construction area for Phase I. There is still a utility pole that Greyhound will have removed prior to the beginning of construction.
- d. Greyhound stated that this project will have a building life expectancy of 40 years per FTA; for this reason higher quality and more durable products and assemblies have been selected in order to achieve this goal.
- e. The ReBid Contract Documents include criteria and diagrammatic illustration for Trash Enclosure during various phases of construction with screening from the street. Greyhound intends to maintain compliance with codes and local ordinances throughout the duration of the project construction. This will be the responsibility of the successful bidder to fully plan and coordinate within the construction phasing for the project

10. IMPACTS TO ADJACENT MARTA STATION

- a. Greyhound notes that there are trees located on the adjacent MARTA property. Refer to the Tree Replacement Plan, sheet L0.01. These trees will be required to be removed and replaced on the

NILES BOLTON ASSOCIATES

MARTA property. This has been approved by MARTA and will be coordinated with MARTA who will require the following from the General Contractor:

- Certificate of Insurance.
- Pre-Construction meeting with MARTA prior to any Work. This shall be arranged once the contracts and been awarded and signed.
- The existing Fire Lane shall remain and be observed throughout construction.

11. HAZARDOUS MATERIALS

- a. Greyhound stated that they had conducted 3rd Party Lead and Asbestos testing of the site 15 years ago and would be willing to provide further testing as required should the need present itself.
- b. If the General Contractor encounters any dangerous or hazardous material, they shall promptly notify Greyhound directly. Greyhound will handle the removal of any such material, and this shall not be the responsibility of the General Contractor.

12. CONTRACTOR PARKING STAGING

- a. Parking will be available across Forsyth that will be available for lease at \$900/month. (See updated Allowance No. 2)
- b. Greyhound will require four (4) reserved parking spaces for their employees at the lot mentioned above.
- c. The Garnett Street R.O.W. at the northern end of the site could potentially be available for contractor staging; however, this option will need to be arranged with the City of Atlanta and any associated costs will need to be included in the bid proposal.

13. QUESTIONS & ANSWERS

- a. John Isaacson opened the meeting to bidder questions:
 - Q1. The original Bid Contract Documents included information related to MARTA and requirements for GC insurance coverage on page 6-2 of the Project Manual. However, this was not included in the ReBid Contract Documents. Will this apply to the Rebid Documents?

A1: Yes, the insurance requirements on page 6-2 from the original Bid Contract Documents will apply. Page 6-1 from the original Bid Contract Documents will also apply. These will be added via Addendum.

- Q2: It was mentioned that a Lead and Asbestos testing report was conducted by Greyhound. This could impact subcontractor pricing, will this report be made available to bidders?

A2: Yes, Greyhound can make these reports available to the successful Contractor.

NILES BOLTON ASSOCIATES

Q3: ReBid Contract Documents indicate that shoring is a means and methods item that would be a delegated design. Is there an easement that would allow for a cutback into the street that can be utilized for construction means and methods or will this need to be a delegated design by others?

A3: Civil drawings have been revised to include shoring as a delegated design item along Forsyth Street and the main ramp down to the bus bays at the northwest corner of the site. Refer to response in forthcoming Addendum No. 2.

Q4: It is not currently indicated as such, but would it be acceptable to provide shoring as an option between the new facility and completed work in phase 1 and the adjacent storm detention vault in subsequent phases given the elevation change (approximately 14'-0") of the storm detention vault and the finish floor elevation of the new facility? Would shifting the vault to the northwest be an option?

A4: Refer to response in forthcoming Addendum No. 2.

Q5: The aggregate piers have been more clearly included in the ReBid Documents as a delegated design. Will the aggregate piers be required to be included in the base bids?

A5: Correct, the aggregate piers are indicated in the ReBid Contract Documents as a delegated design. Bidders will need to include this in their base bid.

Q6: EC2.1C indicates a temporary wet well to pump sewer around existing buildings. Is this intended to provide temporary means of pumping waste from the grease trap to allow for normal operations during construction and phasing. Could a line run from the wet well around the existing facility and along the property line to an existing sewer line or man-hole at Brotherton Street?

A6: Correct, the intent is to allow for the new facility to maintain full operation during the demolition of the existing facility. Service must be maintained throughout all phases. The example stated in the question above could be one option for facilitating this design intent. Bidders shall include their strategy in their bid proposals.

NILES BOLTON ASSOCIATES

- Q7: The site foundation wall along property line between the site and MARTA will be a point of demolition and construction. Will there be means to access the Fire Lane in order to take out existing paving and trees for foundations? Will fencing around the Work be something that will be required?
- A7: It is understood that there will be a need to work with MARTA and have a means to access the adjacent space in order to fulfill the Work. The tree removal will be included in this demolition as well. Refer to L0.01 Tree Replacement Plan for additional notes and intent. A Pre-Construction Meeting will be setup with the successful bidder and MARTA.
- Q8: The Deadline for the ReBid questions is today, correct?
- A8: Correct, the deadline for all questions and substitution requests is today, July 22, 2021. All questions and substitution requests will be reviewed and responded to in the forthcoming Addendum. NBA intends to get Meeting Minutes and Addendum No. 2 out by end of day Monday, July 26, 2021.
- Q9: How many spaces in the gravel lot will be required to be reserved for Greyhound?
- A9: Greyhound has requested four (4) spaces to be reserved for their staff and employees throughout the duration of the construction.
- Q10: Please confirm the \$ 90,000.00 allowance for Utility Connection and Engineering Charges includes the cost of the domestic meter and tap fee, irrigation meter and tap fee, detector check and vault, fire hydrant with 5'-0' of pipe, salvage and removal of fire hydrant, and sanitary sewer impact.
- A10: Refer to response in Addendum No. 1.
- Q11: Would the City of Atlanta be open to utilizing the Garnett Street Right of Way connection to the adjacent MARTA station for staging, etc.?
- A11: Greyhound has reached out to the City of Atlanta regarding the use of the Garnett Street Right of Way for General Contractor use during the construction of the new facility in the past. At that time, the City of Atlanta was open to the option, but indicated that this would need to be at the request of the General Contractor and arranged with the City of Atlanta and any associated costs would need to be included in the bid proposal.

NILES BOLTON ASSOCIATES

Q12: The proposal Form, Certificate of Restriction of Lobbying, Debarment Certification, Buy America Certification, and Certification of Compliance with the State of Georgia's Sexual Harassment Prevention included in the Project Manual are "secured" and can't be printed, please provide a printable copy of the documents for bidder use.

A12: Refer to response in Addendum No. 1.

14. SELF-GUIDED SITE INSPECTION

- a. Dennis Williams is the Greyhound Facility Manager at the existing facility.
- b. Site access is available at any time to existing facility; however, Greyhound requests that the General Contractor give Dennis Williams notice ahead of time and check-in at facility with Dennis or a Security Officer with Greyhound.

15. CLOSING REMARKS

- a. Greyhound would like to thank everyone for participating in the meeting, both in person and over the phone. Greyhound appreciates all questions that have been raised to this point. They look forward to reviewing all proposals.

16. ADJOURN

6. Insurance Requirements

See Article 11 of the General Conditions of the Contract for Construction for contractor and subcontractor insurance requirements. Minimum limits of liability are as follows:

1.0 Contractor shall maintain insurance in the following minimum amounts or such higher amounts as may be required by Greyhound Lines, Inc, GDOT or FTA, naming Greyhound Lines, Inc. as an additional insured:

Type of Insurance	LIMITS	
GENERAL LIABILITY	GENERAL AGGREGATE	\$ 5,000,000
	PRODUCTS-COMP/OP AGG.	\$ 1,000,000
	PERSONAL & ADV. INJURY	\$ 1,000,000
	EACH OCCURRENCE	\$ 1,000,000
	FIRE DAMAGE (Any one fire)	\$
	MEDICAL EXPENSE (Any one person)	\$
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$ 1,000,000
	BODILY INJURY (Per person)	\$
	BODILY INJURY (Per accident)	\$
WORKER'S COMPENSATION	STATUTORY LIMITS	
EMPLOYER'S LIABILITY (Where applicable)		\$ 1,000,000
BUILDER'S RISK COVERAGE	100% of Contract Value	
CERTIFICATE HOLDER:	Greyhound Lines, Inc. 350 N. St. Paul Street Dallas TX 75201 Telephone: (214) 849-8530	

1.2 Prior to the commencement of any Work, Contractor shall deliver to Owner a certificate of Insurance evidencing the aforementioned coverages. The Certificate shall be endorsed to provide that: (i) insurance evidenced by it shall be primary to all other insurance or self-insurance of Owner; (ii) coverage shall include property in the care, custody and control of Contractor; and (iii) Owner shall be given at least thirty (30) days' written notice prior to any cancellation, termination or reduction in limits of coverage. This insuring agreement shall exist independently of and in addition to Contractor's indemnity obligations set forth in Paragraph 11 hereof. Contractor waives all rights and claims against Customer for damages caused by fire, vandalism, natural disaster or any causes beyond Customer's reasonable control.

1.3 To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless Customer and their respective employees, officers, directors, agents and affiliates, from all claims, demands, losses, liability, lawsuits, liens and judgments (including all reasonable attorneys' fees and expenses incurred) for bodily injury, personal injury, death or damage to property which arise out of or result, directly or indirectly, from or in connection with the performance of the Services, however caused, except only those proven to be caused by sole negligence of Customer.

2.0 Contractor shall at all times keep the premises free from any liens and encumbrances for labor, materials or otherwise, and shall hold harmless, therefrom, the Customer. If any claims are made against Customer, or damages or expenses are incurred by Customer under this Contract, on account of any such claims or liens or arise from the performance of the Services or failure or defects in the performance of Contractor, or any acts or omissions of Contractor or its employees, agents or subcontractors, Contractor shall indemnify, defend, hold harmless and be liable to Customer for the amount thereof, including reasonable attorneys' fees and, in addition, the amount to defend Contractor therefrom. Greyhound Lines, Inc. shall have the right, in addition to any and all other rights and remedies, to withhold the amount otherwise due or to become due to Contractor thereunder, equal to the amount of the claims, damages and expenses as set forth in the preceding paragraphs hereof.

6. Insurance Requirements

INSURANCE REQUIREMENTS FOR WORK PERFORMED ON MARTA PROPERTY

- A. The Contractor, or other parties performing work on the Property at the direction of the Contractor or ("Assigned Contractors"), shall maintain in effect at all times while performing work upon the Property, at least the following coverages and limits of insurance:
1. Automobile, Bodily Injury and Property Damage Liability, with not less than \$1,000,000 single limits per occurrence.
 2. General Liability (Public Liability), Bodily Injury and Property Damage, including Products/Completed Operations and including Contractual Liability Insurance covering the indemnity provided under Article 8 of the Subsurface Property Lease with not less than \$1,000,000 single limits per occurrence.
 3. Workers Compensation - Georgia statutory coverage and Employers Liability with not less than \$100,000 limit.
 4. Professional Liability, with not less than \$1,000,000 single limits per occurrence.
- B. The foregoing coverages shall be secured through insurers and under forms of policies acceptable to the Authority, and shall include provisions that such insurance cannot be cancelled or its limits reduced without at least 30 days prior written notice to MARTA, Office of Risk Management, 2424 Piedmont Road, N.E., 6th Floor, Atlanta, Georgia 30324-3330. Before beginning work on the Property, the Contractor or Sub-Contractors shall provide to the Authority certificates of insurance satisfactorily showing that all such insurance is in effect, and if any such insurance expires or is cancelled before all work upon the Property has been completed, shall provide evidence of the extension, renewal, or replacement thereof before such insurance expires or lapses.

16. Federal Aid Contract Provisions

DISADVANTAGED BUSINESS ENTERPRISE (DBE) - 49 CFR Part 26

- (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%, however the Georgia Department of Transportation's goal for this project is 10.55%.
- (b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 49 CFR Part 26 can be found at: <https://www.ecfr.gov/cgi-bin/text-idx?SID=53cd5c89e0e9bdcfc93bae3ae3efb10c&mc=true&node=pt49.1.26&rgn=div5>. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). Copies of DBE contracts shall be made available to Owner upon request.
- (c) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Owner. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- (d) The contractor must promptly notify the Owner whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Owner.
- (e) The successful bidder/offeror will be required to report its DBE participation obtained through race neutral means throughout the period of performance. Refer to Section 26.55 of 49 CFR Part 26 for detailed reporting requirements and how to apply DBE participation toward goals.

DBE participation to be reported to Owner at the following milestones:

- Upon execution of major subcontracts (within 45 days of date of NTP)
- When adding, substituting or terminating any DBE subcontractor/supplier
- At project completion (within 45 days of substantial completion)

Report to include the following data for each DBE subcontractor/material supplier:

- Company name, address and contact info.
- DBE/MBE/WBE certification or affidavit as applicable
- Trade License # as applicable
- Goods/service provided
- Contract amount