



State of Vermont
Contract Administration
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Agency of Transportation
Finance & Administration
[phone] 802-371-8812

April 11, 2024

Addendum # 2

**RE: Job Order Contract
JC003-01 On Ramp Request for Proposal (RFP), Revised Attachment A**

Dear Bidders,

Please take note of the revised Attachment A – Scope of Work attached. Page two (2), Section ‘**Traffic Control**’ for all Job Orders, has been revised. Please note an updated Request for Proposal has been posted to reflect the newly revised Attachment A – Scope of Work.

By submitting your bid, you are acknowledging and certifying that you have taken into account any and all Addenda and understand that the Addendum requirements must be included in your bid proposal package.

Sincerely,

DocuSigned by:
Melissa Davis
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Melissa Davis
Construction Contracts Specialist
Contract Administration

Attachment A

Job Order Contract Scope of Work April 9, 2024

Contractor has been selected for this Job Order Contract for the equipment, personnel, district(s), and rates specified in the contractor Rate Sheet (Attachment T). This contract is not intended to provide continuous day-to-day work for Contractor or for Contractor's equipment or employees. The Contractor shall perform its work under this contract to the satisfaction of the State's representative and, to the extent applicable and not inconsistent with this contract, in accordance with VTrans *Standard Specifications for Construction* (2018), which are incorporated herein by reference. The Contractor shall work with the State's authorized representative and others assigned by the authorized representative.

Job Orders. As a need arises, VTrans will place Job Orders for equipment, and any required materials and personnel with individual contractors whose JOC Rate Sheet includes the required equipment and district.

- The requesting VTrans organization will utilize a standard **Job Order Form** (see Attachment P) for all tasks assigned under JOCs.
- Job Orders will be submitted and received electronically. All contractors must have the capability to electronically send and receive the **Job Order Form** (see Attachment P).
- Job Orders will be assigned to the contractor that represents the best value to the State, considering such factors as, but not limited to; price, quality, past performance, and availability.

Job Order Assignment Procedure.

- VTrans may decide, in its sole discretion, to place Job Orders with contractors based upon hourly rates or request lump sum pricing.
 - Hourly Rate: The Job Order is based on hourly rates only, and does not include lump sum pricing, VTrans will review JOCs, identify contractors with the equipment type sought, and select the contractor that represents the best value to the State for that Job Order.
 - Lump Sum Pricing or Materials. If a Job Order requires lump sum pricing or materials, VTrans will request at least three (3) quotes from JOC holders prior to placing the order with the contractor that represents the best value to the State.

Emergencies. In emergency situations VTrans may deviate from the above-described procedures to place Job Orders against JOCs.

On-Ramp Procedures. To maintain healthy competition, to be inclusive of new contractors who may enter the field of work during the span of the Primary Contracts, and to replace contractors if needed over the duration of the Primary Contracts, VTrans reserves the right to add contractors to the JOC pool during the original and optional JOC periods. The evaluation and selection of awardees for any on-ramp will be the same as the evaluation and award criteria used for the initial JOC awards. Any new awardees will compete going forward with any existing or remaining contractors for all Job Orders. The period of performance for new awardees will not exceed the term of the original JOC, including options exercised.

Off-Ramp Procedures. In addition to any other means or methods of termination provided for in this contract, VTrans reserves the right to terminate JOCs at any time when it determines that a Contractor has failed to deliver adequate performance or demonstrated inadequate availability. No JOC will be terminated via these off-ramp procedures prior to an opportunity for the contractor to respond to a proposed termination.

Changes to Prices or Equipment Lists. As approved by VTrans, Contractors may add or delete equipment from the equipment lists that are part of the JOC contract, as an Administrative Adjustment. Such changes will only be effective when submitted to Contract Administration on the Administrative Adjustment form, and the contractor has been notified of acceptance and the effective date. Contract prices may be adjusted only as part of amendments exercising option years in accordance with an approved request for revised pricing.

Subcontracting. JOCs are to be utilized primarily for small maintenance and repair tasks, therefore subcontracting entire Job Orders shall not be permitted, except in unusual circumstances with prior approval which must be clearly stated in the Job Order or with written permission from the VTrans Authorized Representative.

Job Order Duration.

It is intended that no Job Order will have a completion date after the expiration of the applicable Primary Contract (including extensions of a Primary Contract, if extended). In rare and exceptional circumstances where it might be mutually desired to have a Job Order extend beyond the term of a Primary Contract, special documentation will be needed, overseen by VTrans' Contract Administration and authorized by the Secretary of Transportation and with budgetary approval.

Performance Measures.

At the conclusion of each Job Order or when the Contractor's performance is considered less than satisfactory, VTrans will complete a Contractor's performance evaluation. The evaluation will consider all aspects of the Contractor's performance. The Contractor will be provided a copy of the performance evaluation and an opportunity to discuss the evaluation. VTrans will maintain copies of evaluations for use in future procurement selections.

For All Job Orders:

Traffic Control.

Traffic Control shall either be the responsibility of the Contractor or of VTrans depending on the nature and/or duration of the work effort. VTrans will advise the Contractor as part of the Job Order regarding the responsibility for providing Traffic Control. Part 6 (Temporary Traffic Control) of the *latest* Edition of the Manual on Uniform Traffic Control Devices (MUTCD) (https://mutcd.fhwa.dot.gov/kno_11th_Edition.htm) shall be followed in conjunction with VTrans Standard Sheets, found at <http://vtrans.vermont.gov/cadd/downloads>.

The Contractor shall be responsible for providing all signs, barricades, or other necessary traffic control devices. At a minimum, roll-up sign material shall have ASTM D4956, Type VI fluorescent orange reflective sheeting. All post-mounted signs and solid substrate portable signs shall have ASTM D4956, Type VII, Type IX, Type XI fluorescent orange reflective sheeting.

Where sign installations are not protected by guardrail or other approved traffic barriers, all sign stands and post installations shall meet the requirements of *the Manual for Assessing Safety Hardware (MASH)*. The appropriate resource shall be determined as described in the *MASH* publication.

Measures to Mitigate Potential Impacts Due to the Covid-19 Pandemic.

The Contractor is hereby notified that they should anticipate the possibility of future temporary Contract shutdowns, delays, or suspensions as a result of the COVID-19 pandemic. The Contractor shall consider risks associated with the COVID-19 pandemic as the Contractor develops project schedules and advances the work. The Contractor shall schedule work in a manner that in the event of a temporary shutdown, delay, or suspension, the impacts to mobility will be minimized. The sequence and progression of the work will be solely the Contractor's responsibility. The Contractor is expected to communicate with the Agency regularly to discuss the risks to the project and proposed mitigation measures. VTrans will collaborate with the contractor to mitigate the risks to the project and adjust the sequence of work as necessary to ensure that mobility is not impaired unnecessarily.

If a shutdown, suspension or delay occurs due to the COVID-19 pandemic, the Contractor shall ensure the site is in a stable, safe, and maintainable condition by implementing mitigation measures. Such mitigation measures may include, but are not limited to, limiting the area of milled surfaces exposed at once, or limiting the number of work operations in progress at any one time. The Contractor is solely responsible for any additional maintenance activities or delays related to the sequence and progression of operations. The Agency has established a contract duration which may be longer than expected for the specified work to account for inefficiencies related to the COVID-19 pandemic. The Contractor should anticipate mobility, labor, employee protection measures and material supply issues related to the COVID-19 pandemic. The Contractor is also expected to comply with any Executive Orders.

SITE CONDITION. Prior to any shutdown or suspension, the site condition shall be in a stable, safe, and maintainable condition for the travelling public. Stable, safe, and maintainable condition means that the Contractor shall establish necessary erosion and environmental controls; ensure that the full width of the roadway is fully paved with no milled sections; install all safety features including guardrail, traffic signs, and pavement markings as designed or restored to the existing condition to meet the existing geometry; and undertake any additional measures as needed based on site conditions.

No lane reductions will be allowed through the winter months. Subsection 109.06 will not apply for work that is required to bring a project to a satisfactory shutdown condition. In the event of a project Suspension of Work Ordered by the Engineer, the Contractor will be reimbursed per Subsection 108.16.

SUBSECTION 108.16(b). Subsection 108.16(b) is hereby modified by adding the following language.

(1) The ownership costs for equipment with a current Blue Book value in excess of \$200,000.00 on site of an active project at the time of a suspension caused by the COVID-19 pandemic will be paid per Subsection 109.06(c).

HEPA Filters and Cleaning Supplies (if applicable).

SUBSECTION 631.02(a)(5). Subsection 631.02(a)(5) is hereby modified by adding the following as the second paragraph.

The heating and cooling systems shall be fitted with HEPA air filters meeting the requirements of the most current version of DOE-STD-3020. New HEPA filters shall be installed upon initial erection of the Field Office. All HEPA filters shall be replaced with new filters every 12 months, or when airflow through the filter becomes restricted, or as recommended by the manufacturer, whichever is more frequent.

SUBSECTION 631.02(a)(6). Subsection 631.02(a)(6) is hereby modified by being deleted in its entirety and replaced with the following.

(6) Sanitary Facilities and Cleaning Supplies. Sanitary facilities consisting of a flush toilet, chemical toilet, or other approved type, shall be furnished by the Contractor, with proper sewage disposal as is necessary to comply with the requirements and regulations of the State and local Boards of Health and VOSHA. Sanitary facilities shall be cleaned and disinfected regularly, per the ACCD guidance at: <https://accd.vermont.gov/news/update-new-work-safe-additions-be-smart-stay-safe-order>. The frequency of cleaning shall be a minimum of once a week or as directed by the Engineer. The degree of cleanliness shall be approved by the Engineer. Sanitary facilities shall be provided with either hot, running, potable water and soap, or an alcohol-based hand sanitizer containing at least 70% alcohol by volume, for use in washing hands.

A potable water system consisting of a sink with a faucet within the office, with a continuous supply of pressurized clean potable water, shall be supplied for the duration of the project. When clean potable water is not available, a commercial bottled drinking water system shall be installed in the Field Office complete with necessary disposable drinking cups (8 oz. size or larger), cup dispenser, and continuous water supply furnished for the duration of the project. The system shall supply both hot and cold water. The system and the bottled water shall be furnished by a commercial water service on a regular basis agreeable to the Engineer.

The Contractor shall supply the Field Office with hand sanitizer to be used for washing hands, and with a disinfectant for use in disinfecting surfaces. The hand sanitizer shall be alcohol based and shall contain at least 70% alcohol by volume. The disinfectant shall be one of the products identified on EPA List N: Disinfectants for Use Against SARS-CoV-2 (COVID-19), and shall have a contact time of 5 minutes or less, as specified on List N. If the disinfectant supplied is of the liquid or spray-on type, the Contractor shall also supply the Field Office with disposable paper towels for use in applying the disinfectant.

Personal Protective Equipment (PPE).

All Contractor personnel assigned to work under this contract shall wear approved Personnel Protective Equipment (PPE) similar to that used by employees of the State's transportation maintenance district. The Contractor shall furnish all PPE needed by the Contractor's employees during the course of work under this contract. The Contractor shall not be entitled to additional compensation for furnishing PPE to the Contractor's employees.

Gender-Free Single Occupancy Restrooms.

The Contractor shall comply with all of the requirements of Vermont Act 127 (H.333) relating to the designation and signage of single-user toilet facilities in public buildings or places of public accommodation. Any such facilities may be identified by a sign, provided that the sign marks the facility as a restroom and does not indicate any specific gender.

Contaminated Sharps (Hypodermic Needles).

The Contractor is hereby notified that there are an increasing number of hypodermic needles (also known as contaminated sharps) being found throughout Vermont, and there is the potential to find them along any project. In accordance with Section 107.05, Sanitary Provisions, the Contractor is required to provide a neat and sanitary working environment for each of its employees and workers at no additional cost to the Agency.

The Contractor may reach out to local Police, the Town Health Officer or the Vermont Department of Health at <https://dec.vermont.gov/content/safe-disposal-sharps> for guidance.

If the sharps are located in an area where work is required, the Contractor shall dispose of the sharps in accordance with OSHA Standard 1910.1030 for blood borne pathogens. OSHA has an e-tool for disposal of sharps on their website as well. The standard can be found at the following link:

https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10051.

If the sharps are not in an area where the Contractor or workers will come into contact with them, it is best practice to avoid them altogether. The area can be marked, and workers should be notified to stay out of the area.

Wetlands.

Debris should never be stored in a wetland, even temporarily. Debris removal from a wetland should be coordinated with DEC, USACE, and the U.S Fish and Wildlife Service. If a proposed project is located on or above a reach of a river designated as wild and scenic, it must be reviewed for compliance with the Wild and Scenic Rivers Act.

EO 11988 – Floodplain Management and EO 11990 – Protection of Wetlands require Federal Agencies to minimize or avoid activity that adversely affects floodplains and wetlands. FEMA’s regulations for applying EO’s 11988 and 11990 are outlined in 44 CFR Part 9.

The FEMA review process is not required for most projects where eligible damage is less than \$5,000.00. In addition, the review is not required for Category A (Debris Removal) and Category B (Emergency Protective Measures) projects, except for projects involving disposal of debris in Special Flood Hazard Areas or wetlands. *Prior to beginning work, the Contractor must confirm with VTrans if the project involves floodplains or wetlands.*

FELA Coverage (where applicable).

With respect to all operations performed under this contract involving railroad employees covered under the Federal Employer’s Liability Act (FELA) (45 U.S.C. § 51-60), the Railroad shall carry insurance covering Railroad’s liability under FELA, with limits of coverage required by federal law and at least \$1,000,000 per occurrence. To the extent that the workers’ compensation laws of Vermont are pre-empted by FELA, Railroad need not carry workers’ compensation insurance.

Railroad Flagging (where applicable). When the SOW requires work on, over, or under the right-of-way of an active railroad, the Contractor or its subcontractor shall submit a Railroad Worker Clearance request form at least 10 days prior to work being performed. This form is reviewed by our Rail Property Management Unit and then forwarded to the appropriate railroad for approval. Then, the railroad will schedule a flagger. The form can be found at: <https://maps.vtrans.vermont.gov/rail/flagging/form/>

Federal Railroad Administration (FRA) (where applicable).

When FRA funding is being utilized the Contractor must complete a Buy American Certificate of Compliance per 49 U.S.C. Section 24405(a)(1).

AREMA Recommended Practices (where applicable).

The Manual for Railway Engineering & Manual for Communications and Signals is published by the American Railway Engineering and Maintenance-of-Way Association (AREMA). It contains policies, practices, principles, data, specifications, plans and economics pertaining to the engineering, design and construction of the fixed plant of railways. It is developed by AREMA technical committees, with the aim to assist in construction of a railway plant which will have inherent qualities of uniformity, promoting safety and economical operation as well as low maintenance cost. All work completed within the State’s state-owned railroad right-of-way is subject to and certification of ARMEA standards.

Federal Contract Provisions.

For any Job Order that involves work on a federal aid project with a project cost of \$10,000.00 or more, Federal terms will be included with the Job Order and incorporated therein.