

**STATE OF DELAWARE**

**DEPARTMENT OF TRANSPORTATION**



**TRANSPORTATION SOLUTIONS**

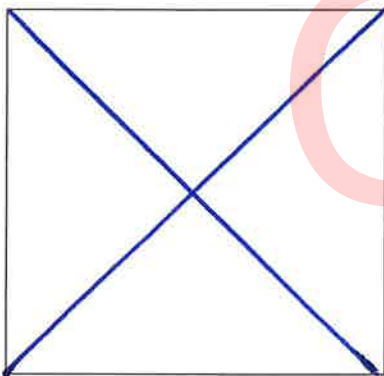
**NORTH DISTRICT**

**PLANS AND SPECIFICATIONS FOR**

**CONTRACT NUMBER: T201630001**

**FEDERAL AID PROJECT NUMBER: CMAQ-2016(08)**

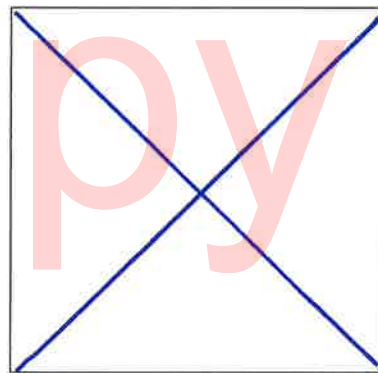
**OPEN END CONSTRUCTION CONTRACT, STATEWIDE TRAILS,  
NCC FY17-FY19**



**RECOMMENDED:**

*D. A. By...*

**DIRECTOR  
DIVISION OF PLANNING**



**APPROVED:**

*Robert B. McE...*

**CHIEF ENGINEER  
TRANSPORTATION SOLUTIONS**

**CONTRACT DESCRIPTION**

THE PURPOSE OF THIS CONTRACT IS TO RECONSTRUCT AND OR REPAIR MULTI-USE TRAILS AND SIDEWALKS IN ACCORDANCE WITH APPLICABLE STANDARDS. THE LOCATION OF WORK IS LIMITED TO SITES WITHIN NEW CASTLE COUNTY. INDIVIDUAL LOCATIONS WILL VARY IN THEIR CONTEXT FROM ROADSIDE SEPARATED FACILITIES TO COMPLETELY OFF-ROAD TRAIL SYSTEMS BUILT ON VIRGIN GROUND.

THE WORK ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- CLEARING
- EXCAVATION
- GRADING
- PLACING ALL MATERIALS FOR TRAIL, SIDEWALK AND ROADWAY CONSTRUCTION
- CONSTRUCTION OF BOTH OPEN AND CLOSED DRAINAGE SYSTEMS
- PLACEMENT OF EROSION AND SEDIMENT CONTROLS
- MAINTENANCE OF TRAFFIC
- SIGNING AND STRIPING

**PROJECT NOTES**

1. CONSTRUCTION OF THIS CONTRACT SHALL BE PERFORMED IN ACCORDANCE WITH THE DELAWARE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS DATED AUGUST 2001 (AS AMENDED BY THE SUPPLEMENTAL SPECIFICATIONS), THE DELDOT SPECIAL PROVISIONS, STANDARD CONSTRUCTION DETAILS, AND THESE PROJECT NOTES.
2. THIS IS AN OPEN-END TASK DRIVEN CONTRACT, WITH SOME KNOWN AND OTHER NOT YET DETERMINED LOCATIONS, TO MAKE GENERAL IMPROVEMENTS TO ROADS, TRAILS, BRIDGES OR PEDESTRIAN/BICYCLE FACILITIES LOCATED WITHIN THE BOUNDARIES OF KENT COUNTY. THE WORK SHALL BE ISSUED AS THE ENGINEER PROVIDES INDIVIDUAL TASKS. THE DEPARTMENT RESERVES THE RIGHT TO PRIORITIZE, SUBSTITUTE, ADD, OR DELETE LOCATIONS AT ANYTIME DURING THE CONTRACT TERM.
3. CONTRACT TERM: THIS CONTRACT SHALL BE FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF INITIAL "NOTICE TO PROCEED" WITH THE OPTION TO EXTEND THE CONTRACT FOR ONE (1) ADDITIONAL ONE-YEAR PERIOD AT THE ORIGINAL UNIT BID PRICES SPECIFIED. EACH SUCH ONE-YEAR EXTENSION MUST BE APPROVED BY BOTH PARTIES IN WRITING; AT LEAST 90 DAYS PRIOR TO THE EXPIRATION OF THE THEN EXISTING CONTRACT. THE PERFORMANCE BOND SHALL BE SUBMITTED WITH THE CONTRACT EXTENSION AND SHALL BE SUBJECT TO ANY SUCH AGREED UPON RENEWAL FOR EXTENSION PERIODS. FAILURE ON THE PART OF THE CONTRACTOR TO SUBMIT THE PERFORMANCE BOND FOR THE EXTENSION PERIOD PRIOR TO THE LAST CALENDAR DAY BEFORE END OF THE PREVIOUS PERIOD SHALL RESULT IN THE CONTRACT BEING CANCELLED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL FORMS NECESSARY TO RENEW THE PERFORMANCE BOND EACH YEAR THE CONTRACT IS IN FORCE.
4. THE LOCATION LISTING INDICATES ESTIMATED QUANTITIES FOR THE ORIGINAL THREE YEAR CONTRACT. DURING THE BIDDING PERIOD, ANY QUESTIONS PERTAINING TO LOCATIONS SHALL BE DIRECTED TO CONTRACT ADMINISTRATION. AFTER THE AWARD, SUCH QUESTIONS SHALL BE REFERRED TO SOUTH I CONSTRUCTION.
5. DEPENDING ON FUND AVAILABILITY, THE DEPARTMENT RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITIES OF THE ITEMS SPECIFIED IN THIS CONTRACT. SUCH ADDITIONS OR DELETIONS SHALL NOT BE CAUSE FOR AN INCREASE OR DECREASE IN ANY CONTRACT UNIT BID PRICES.

6. THE WORK WILL BE SCHEDULED BY ISSUANCE OF TASKS TO THE CONTRACTOR FROM THE DEPARTMENT. EACH TASK WILL REPRESENT AN INDEPENDENT TRAIL OR STREETScape CONSTRUCTION LOCATION. TASKS WILL BE ISSUED UPON DESIGN COMPLETION AND RECEIPT OF NECESSARY STATEMENTS & PERMITS FOR THE INDIVIDUAL SITES. FIELD PERSONNEL REPRESENTING THE DEPARTMENT ARE NOT AUTHORIZED TO REVOKE, ALTER, OR WAIVE ANY REQUIREMENTS OF THE PLANS OR SPECIFICATIONS.
7. THE SCOPE OF EACH TASK WILL BE DEFINED BY A FULLY ENGINEERED SET OF CONSTRUCTION DRAWINGS. IN ADDITION TO THE DRAWINGS AND NOTES THE ESTIMATED QUANTITIES, PROPERTY OWNER NOTIFICATION REQUIREMENTS, ALLOWABLE TIME TO PERFORM THE WORK AND ANY ADDITIONAL SPECIFICATIONS AND CONSTRUCTION GUIDANCE NEEDED FOR THE SPECIFIC TASK WILL ALSO BE PROVIDED.
8. PAYMENT WILL BE MONTHLY FOR THE COMPLETED PAY ESTIMATES AS OUTLINED IN SECTION 109.07.
9. PROSECUTION AND PROGRESS OF WORK:
  - a. THE CONTRACTOR SHALL COMMENCE WORK INDICATED ON THE TASK NO LATER THAN THIRTY (30) DAYS AFTER ISSUANCE UNLESS THE REQUIRED MATERIALS ARE NOT AVAILABLE. NON-AVAILABILITY OF MATERIALS SHALL BE VERIFIED BY AT LEAST THREE (3) INDEPENDENT SOURCES, WITH THE VERIFICATION FORMALLY PRESENTED IN WRITING BY THE CONTRACTOR TO THE DEPARTMENT WITHIN FOUR (4) WORKING DAYS OF BEING ISSUED A NEW TASK.
  - b. ISSUANCE OF EACH TASK DOES NOT CONSTITUTE AUTHORIZATION TO BEGIN THE WORK DESCRIBED ON THE TASK. THE CONTRACTOR SHALL NOT COMMENCE ANY WORK ON A TASK UNTIL A NOTICE TO PROCEED FOR THE TASK HAS BEEN ISSUED BY THE ADMINISTRATION SECTION.
  - c. IF WORK DOES NOT COMMENCE, OR NON-AVAILABILITY OF MATERIALS IS NOT PRESENTED IN THE ALLOTTED TIME, DEFAULT OR TERMINATION OF THE CONTRACT MAY OCCUR AS PROVIDED IN THE STANDARD SPECIFICATIONS. IF THERE IS A VERIFIED NON-AVAILABILITY OF MATERIALS, TIME CHARGES SHALL COMMENCE ON THE FIRST (1<sup>ST</sup>) CALENDAR DAY FOLLOWING THE DELIVERY DATE OF SAID MATERIALS.
  - d. FAILURE TO COMPLETE THE TASK IN THE SPECIFIED TIME SHALL SUBJECT THE CONTRACTOR TO LIQUIDATED DAMAGES AS OUTLINED IN SUBSECTION 108.08 OF THE STANDARD SPECIFICATIONS. EACH TASK IS TO BE COMPLETED WITHIN THE SPECIFIED TIME. A TIMING STATEMENT WILL BE ISSUED FOR EACH TASK. ADDITIONAL CONTRACT TIME MAY BE ADDED

TO ANY TASK AS NEEDED AT THE DISCRETION OF THE ENGINEER, PROVIDED AN EXTENSION OF TIME IS SUBMITTED PER SUBSECTION 108.07 OF THE STANDARD SPECIFICATIONS. IF THE WORK ON A SPECIFIC TASK IS NOT COMPLETED WITHIN THE ASSIGNED TIME, LIQUIDATED DAMAGES WILL BE ASSESSED IN ACCORDANCE WITH SUBSECTION 108.09 OF THE STANDARD SPECIFICATIONS BASED ON THE TOTAL VALUE OF THAT PARTICULAR TASK.

- e. THE CONTRACTOR MAY HAVE UP TO THREE (3) ACTIVE TASKS AT A TIME UNTIL ALL ASSIGNED WORK HAS BEEN COMPLETED. THE CONTRACTOR IS REQUIRED TO HAVE ENOUGH RESOURCES TO WORK ON TRAIL AND STREETScape CONSTRUCTION FOR ALL TASKS ISSUED.
10. A SEMI-FINAL INSPECTION WILL BE PERFORMED ON EACH TASK AFTER THE DEPARTMENT DETERMINES THAT SUBSTANTIAL COMPLETION HAS BEEN ACHIEVED. ALL WORK MUST MEET THE DEPARTMENT'S SPECIFICATIONS AND THE REQUIREMENTS AS OUTLINED IN THESE NOTES. THE CONTRACTOR MUST COMPLETE ALL PUNCHLIST WORK WITHIN THIRTY (30) CALENDAR DAYS OF THE ISSUANCE OF THE SEMI-FINAL INSPECTION PUNCH LIST PROVIDED, UNLESS THE ENGINEER APPROVES OTHERWISE.

ALL WORK IS SUBJECT TO A FINAL INSPECTION UPON EACH TASK COMPLETION OF THE SEMI-FINAL PUNCHLIST. THE CONTRACTOR WILL HAVE FORTY-FIVE (45) DAYS TO COMPLETE ALL PUNCHLIST WORK FROM THE FINAL INSPECTION LETTER DATE, UNLESS THE ENGINEER APPROVES OTHERWISE.

11. ALL ADDITIONAL WORK SHALL BE PERFORMED BY CONTRACT UNIT PRICES. IN THE CASE WHERE CONTRACT PRICES ARE NOT AVAILABLE, PRICES ARE TO BE NEGOTIATED OR PERFORMED BY FORCE ACCOUNT PROCEDURES AS OUTLINED IN THE STANDARD SPECIFICATIONS.
12. PROPER DISPOSAL OF CONSTRUCTION RELATED WASTES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE STATE REGULATIONS.
13. TRASH, RUBBISH, DEBRIS OR BRUSH THAT HAMPERS REPAIR / MAINTENANCE WORK IN THIS CONTRACT (AS DETERMINED BY THE ENGINEER) SHALL BE REMOVED WITHIN THE PROJECT LIMITS, AND SHALL BE INCIDENTAL TO PAY ITEM 763000 (INITIAL EXPENSE).
14. GRASS AND SOIL AREAS WITHIN STATE RIGHT-OF-WAY THAT HAVE BEEN DAMAGED BY THE CONTRACTOR'S EQUIPMENT DURING THIS CONTRACT SHALL BE RESTORED WITH TOPSOIL, SEED AND MULCH AT CONTRACTOR'S OWN EXPENSE, AND IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 732, 734 & 735.



15. THE CONTRACTOR SHALL NOT TRESPASS ON PRIVATE PROPERTY UNLESS THE DEPARTMENT HAS ACQUIRED A "TEMPORARY TRESPASS AGREEMENT" FROM THE PROPERTY OWNER. IF THE WORK IS WITHIN AN EASEMENT, PERMANENT OR TEMPORARY, THE WORK SHALL NOT BEGIN UNTIL THE ADJACENT PROPERTY OWNERS (IF AFFECTED) HAVE BEEN NOTIFIED. PRIOR TO STARTING WORK ON TEMPORARY OR PERMANENT EASEMENTS, THE CONTRACTOR SHALL NOTIFY AFFECTED PROPERTY OWNERS OF THE PROPOSED WORK DATES. THE CONTRACTOR SHALL PROVIDE ALL RESIDENTS WHO LIVE ADJACENT TO THE WORK ZONE WITH A MINIMUM SEVEN (7) DAYS PRIOR WRITTEN NOTICE FOR THE START OF CONSTRUCTION WORK UNLESS DIRECTED OTHERWISE IN THE SITE SPECIFIC DOCUMENTATION. THIS NOTIFICATION SHALL INCLUDE THE SCOPE OF WORK, WORKING HOURS, ANTICIPATED START AND COMPLETION DATES, CONTRACTOR NAME AND ADDRESS, AND DELDOT CONTACT NAME AND NUMBERS. FAILURE TO GIVE PROPER NOTICE WILL RESULT IN A SUSPENSION OF WORK REQUIRING NOTICE, UNTIL PROPER NOTICE IS PROVIDED.
16. NO ENVIRONMENTAL PERMITS ARE REQUIRED FOR THIS WORK PROVIDED NO JURISDICTIONAL WETLANDS OR WATERS ARE IMPACTED. IF THERE IS ANY QUESTION AS TO WHETHER OR NOT A WATER OR WETLAND IS JURISDICTIONAL, CONTACT SOUTH I CONSTRUCTION WHO WILL COORDINATE AS NEEDED WITH THE DELDOT ENVIRONMENTAL STUDIES SECTION AT (302) 760-2264.
17. A NOTICE TO PROCEED FOR A SPECIFIC TASK WILL NOT BE ISSUED UNTIL THE ADMINISTRATION SECTION RECEIVES ANY REQUIRED CLEARANCE OR PERMITS FROM THE DELDOT **ENVIRONMENTAL STUDIES OFFICE**.
18. UNDERGROUND UTILITIES MAY BE PRESENT AT ALL LOCATIONS. THEREFORE, ALL STANDARD PRACTICES AND PROCEDURES REGARDING UTILITIES SHALL BE FOLLOWED SEE SUBSECTION 105.09 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL CONTACT MISS UTILITY OF DELAWARE PRIOR TO STARTING EACH TASK. THE CONTRACTOR IS RESPONSIBLE FOR THE SUPPORT AND PROTECTION OF ALL UTILITIES WHEN EXCAVATING. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING PROPER CLEARANCES, INCLUDING SAFETY CLEARANCES, FROM OVERHEAD UTILITIES FOR CONSTRUCTION EQUIPMENT. THE CONTRACTOR IS ADVISED TO CHECK THE SITE FOR ACCESS PURPOSES FOR HIS EQUIPMENT.
19. ALL WORK SHALL BE PERFORMED WITHIN THE EXISTING STATE RIGHT-OF-WAY UNLESS OTHERWISE NOTED ON THE TASK. RIGHT-OF-WAY INFORMATION SHALL BE AVAILABLE UPON REQUEST FROM THE DELDOT ENGINEER.

20. SEASONAL RESTRICTIONS MAY EXIST AT SELECT LOCATIONS TO BE PERFORMED UNDER THIS CONTRACT. THE DEPARTMENT WILL NOTIFY THE CONTRACTOR UPON ISSUANCE OF A NEW TASK OF ANY RESTRICTIONS.
21. AT THE END OF EACH WORK DAY, THE CONTRACTOR SHALL CORRECT ALL PAVEMENT EDGE DROP OFFS WITHIN 10' OF A TRAVEL LANE TO RESULT IN A DROP OFF OF NO MORE THAN 2". ANY CORRECTIVE MEASURES TAKEN BY THE CONTRACTOR SHALL BE INCIDENTAL TO THE MOT ITEMS.
22. ALL PORTLAND CEMENT CONCRETE MUST BE RECEIVED FROM AN APPROVED PRODUCTION PLANT UNLESS OTHERWISE APPROVED BY THE ENGINEER. ONLY CALIBRATED VOLUMETRIC CONCRETE TRUCKS WILL BE PERMITTED TO PROVIDE ON-SITE MIXTURES. THIS PERTAINS TO BOTH WORK OCCURRING DURING NORMAL WORKING HOURS AND NIGHTTIME RESTRICTED WORK.

**MAINTENANCE OF TRAFFIC**  
**PROJECT NOTES**

1. THE CONTRACTOR AND ALL OTHERS SHALL PERFORM ALL WORK IN A MANNER THAT SHALL ENSURE THE LEAST PRACTICAL OBSTRUCTION TO ALL ROAD USERS, INCLUDING VEHICULAR, PEDESTRIAN, AND BICYCLE TRAFFIC, AND SHALL BE CONSISTENT WITH SAFETY STANDARDS, AND SHALL COMPLY WITH THE REQUIREMENTS SPECIFIED IN THE LATEST VERSION OF THE "DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) PART 6, HEREIN REFERRED TO AS THE "TRAFFIC CONTROL MANUAL" (INCLUDING REVISIONS IN EFFECT AT THE TIME OF ADVERTISEMENT FOR BIDS).
2. THE CONTRACTOR AND ALL OTHERS SHALL REVIEW AND FOLLOW PROJECT SPECIFIC MAINTENANCE OF TRAFFIC (MOT) AND DETOUR PLANS. IF THERE IS ANY CONFLICT BETWEEN THE PROJECT SPECIFIC MOT PLANS AND GENERAL NOTES IN THIS SECTION, THE PROJECT SPECIFIC MOT PLANS WILL SUPERSEDE. IF THE CONTRACTOR SHOULD WISH TO DEVIATE FROM THE PROPOSED MOT AND DETOUR PLANS THEN HE SHALL SEEK APPROVAL FROM THE ENGINEER. NO MOT OR DETOUR CHANGES WILL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE ENGINEER PRIOR STARTING ANY TASK.
3. NO LANE CLOSURES WILL BE PERMITTED ON HOLIDAYS OR HOLIDAY WEEKDAYS, UNLESS APPROVED BY THE ENGINEER. THIS REQUIREMENT APPLIES TO ALL ROADS IMPACTED IN THIS CONTRACT, INCLUDING INTERSTATE AND ASSOCIATED RAMPS.
4. NO LANE CLOSURES WILL BE PERMITTED UNLESS APPLICABLE WORK ACTIVITY IS TAKING PLACE.

5. THE CONTRACTOR SHALL PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN, INCLUDING THE NECESSARY NCHRP 350 CERTIFICATE FOR ALL DEVICES THAT WILL BE UTILIZED FOR EACH LOCATION PRIOR TO THE PRE-CONSTRUCTION MEETING, FOR APPROVAL THREE (3) WORKING DAYS PRIOR TO THE START OF ASSIGNED TASKS, AND FOR EACH PROJECT SITE. WRITTEN APPROVAL FOR THE CONTRACTOR'S TRAFFIC CONTROL PLAN AND NCHRP 350 SUBMITTALS MUST BE RECEIVED FROM THE DEPARTMENT SAFETY OFFICER PRIOR TO THE START OF WORK AT EACH AND EVERY LOCATION. COSTS FOR PREPARATION OF TRAFFIC CONTROL PLANS FOR EACH SITE SHALL BE INCLUDED IN THE BID PRICE FOR PAY ITEM 743000 (MAINTENANCE OF TRAFFIC).
6. FOR LOCATIONS REQUIRING A FLAGGING OPERATION, THE FLAGGER WILL BE PAID THE FIXED HOURLY RATE PER ITEMS 742501 & 742515 (KENT COUNTY), RESPECTIVELY.
7. ALL FLAGGERS UTILIZED BY THE CONTRACTOR FOR THIS PROJECT SHALL BE ATSSA CERTIFIED. ALL FLAGGERS SHALL HAVE THEIR CERTIFICATION CARDS WITH THEM WHILE WORKING. ABSENCE OF A CERTIFICATION CARD WILL BE JUSTIFICATION FOR FLAGGER DISMISSAL FROM THE SITE AND CORRESPONDING SUSPENSION OF WORK. ALL CONSTRUCTION AND CONTRACTOR VEHICLES AND EQUIPMENT SHALL BE EQUIPPED WITH AN OPERATING ROOF MOUNTED AMBER FLASHING STROBE LIGHT. ALL WORKERS SHALL WEAR A RETRO REFLECTIVE ANSI TYPE 3 OR EQUIVALENT SAFETY VEST WHILE THEY ARE WITHIN THE RIGHT-OF-WAY OR ADJACENT TO IT.
8. IF A ROAD CLOSURE IS REQUIRED AT RAMP LOCATIONS, THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT THE PROPOSED DETOUR ROUTE TO THE DELDOT SAFETY OFFICER FOR APPROVAL. PAYMENT FOR DETOUR PLAN PREPARATION SHALL BE INCLUDED IN THE BID PRICE FOR ITEM 743000 (MAINTENANCE OF TRAFFIC). THE CONTRACTOR SHALL ALSO COORDINATE THE CLOSURE WITH THE DEPARTMENT. THE DEPARTMENT WILL COORDINATE WITH THE SAFETY SECTION AND BE RESPONSIBLE FOR THE NECESSARY EMERGENCY NOTIFICATIONS. THE DETOUR ROUTE REQUIRES APPROVAL BY THE DEPARTMENT PRIOR TO CLOSURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND MAINTAINING THE MAINTENANCE OF TRAFFIC APPARATUS AT THE CLOSURE (I.E. TYPE III BARRICADE, ROAD CLOSED SIGNS, ETC.) AND ALL ADVANCE-WARNING SIGNS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACEMENT OF DETOUR TRAILBLAZERS. PAYMENT FOR DETOUR TRAILBLAZERS SHALL BE UNDER ITEM 743024, TEMPORARY WARNING SIGNS & PLAQUES. IF NECESSARY, THE ENGINEER WILL ASSIGN THE DETOUR ROUTE.
9. ALL OPEN EXCAVATIONS SHALL BE SECURED WITH THE PLASTIC DRUMS AND ORANGE, CONSTRUCTION SAFETY FENCE. IF THE CONSTRUCTION ACTIVITY RESULTS IN A VERTICAL DIFFERENCE OR DROP-OFF ALONG, ADJACENT TO OR



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ACROSS A TRAVEL WAY, THE CONTRACTOR SHALL ELIMINATE OR REMEDY THE HAZARD BY THE METHODS DETAILED IN SECTION 6G.20, TABLE 6G-1 OF THE TRAFFIC CONTROL MANUAL AS DIRECTED BY THE ENGINEER. THE CONSTRUCTION SAFETY FENCE, TIE WIRE, ETC. SHALL BE INCIDENTAL TO THE WORK IT PROTECTS.

10. TRAFFIC CONTROL DEVICES SHALL BE PROVIDED AND PLACED IN ACCORDANCE WITH THE DELAWARE MUTCD (TRAFFIC CONTROL MANUAL).
11. THE TRAFFIC CONTROL PLAN MUST CLEARLY INDICATE ORIENTATION OF TRAFFIC CONTROL DEVICES TO BE USED FOR EACH SITE. THE PLAN MUST BE APPROVED BY DELDOT SAFETY OFFICER AND DELDOT ENGINEER PRIOR TO COMMENCEMENT OF WORK AT EACH SITE.
12. ALL REQUIRED MAINTENANCE OF TRAFFIC WARNING SIGNS WILL BE PAID UNDER ITEM 743024, TEMPORARY WARNING SIGNS & PLAQUES, AS DETERMINED BY THE DURATION OF CONSTRUCTION. ALL TEMPORARY TRAFFIC CONTROL DEVICES USED ON ALL HIGHWAYS OPEN TO THE PUBLIC IN THIS STATE SHALL BE IN NEW OR REFURBISHED CONDITION AND SHALL BE CRASHWORTHY IN ACCORDANCE WITH THE NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM (NCHRP) REPORT 350 AND THE MEMORANDUM ISSUED AUGUST 28, 1998 BY THE USDOT FEDERAL HIGHWAY ADMINISTRATION INFORMATION: CRASH TESTED WORK ZONE TRAFFIC CONTROL DEVICES. IT IS THE REQUIREMENT OF THE DEPARTMENT THAT SUCH CERTIFICATION BE SUBMITTED FOR TRAFFIC CONTROL DEVICES USED ON ALL PROJECTS, NOT JUST THOSE INVOLVING THE NATIONAL HIGHWAY SYSTEM.
13. NO SEPARATE PAYMENT SHALL BE MADE FOR THE USE OF TRAFFIC CONES. TRAFFIC CONES AND/OR WORK ASSOCIATED WITH THEIR USE, SUCH AS SET UP, REMOVAL, CLEANING, ETC., SHALL BE INCIDENTAL TO THE WORK FOR WHICH THEY PROTECT. CONES SHALL NOT BE USED FOR TRAFFIC CONTROL DURING ANY NIGHT TIME OPERATIONS.
14. A TRUCK MOUNTED ATTENUATOR; TYPE I (ITEM 743009) AND OR TYPE II (ITEM 743010) SHALL BE REQUIRED ON ROADS FOR SHOULDER WORK, TRAVEL LANE WORK AND FOR OTHER OPERATIONS AS OUTLINED IN THE DELDOT TRAFFIC CONTROL MANUAL, OR AS DIRECTED BY THE ENGINEER.
15. ALL EQUIPMENT SHALL BE REMOVED FROM THE JOB SITES ON A DAILY BASIS, EXCEPT WHEN ALLOWED BY THE DELDOT APPROVED TRAFFIC SAFETY PLAN, OR AS APPROVED BY THE ENGINEER.
16. ANY ERRONEOUS PAVEMENT MARKINGS WILL NOT BE PAID FOR AND SHALL BE CORRECTED IMMEDIATELY AT THE CONTRACTORS EXPENSE. ERRONEOUS MARKINGS OR SHADOWS THAT EXCEED ONE (1) INCH IN WIDTH SHALL BE

REMOVED BY EITHER SAND OR WATER BLASTING. NO OTHER REMOVAL METHODS WILL BE ALLOWED. A FLAT BLACK PAINT OR DRIVEWAY SEALER SHALL BE APPLIED IN THE AREA OF THE REMOVED MARKING TO MASK THE REPAIR. ANY DAMAGE TO THE PAVEMENT CAUSED BY REMOVAL OF ERRONEOUS MARKINGS SHALL BE REPAIRED / REPLACED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTORS EXPENSE.

17. AT THE END OF EACH DAY'S OPERATION AND BEFORE TRAFFIC IS RETURNED TO UNRESTRICTED ROADWAY USE, TEMPORARY STRIPING SHALL BE UTILIZED AT LOCATIONS THAT REQUIRE PERMANENT STRIPING PER THE LATEST VERSION OF THE PERMANENT MARKING SECTION OF THE TRAFFIC CONTROL MANUAL. TEMPORARY PAVMENT MARKINGS SHALL BE PAID AT THE APPLICABLE CONTRACT UNIT PRICE.
18. PEDESTRIAN MAINTENANCE OF TRAFFIC: THIS WORK SHALL CONSIST OF PROVIDING AND MAINTAINING AN ACCESSIBLE PEDESTRIAN ROUTE THROUGHOUT THE PROJECT'S LIMITS IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 (ADA) TITLE II, PARAGRAPH 35.130. THE CONTRACTOR SHALL BE REQUIRED TO REVIEW EACH CURB RAMP LOCATION AND SUBMIT THE APPROPRIATE MAINTENANCE OF TRAFFIC DETAIL AND DEVICES TO THE ENGINEER FOR EACH LOCATION AT LEAST 2-WEEKS BEFORE CONSTRUCTION FOR REVIEW, COMMENT, AND APPROVAL. THE FOLLOWING CONSIDERATIONS SHALL BE TAKEN INTO ACCOUNT WHEN ADDRESSING ACCESSIBLE PEDESTRIAN MAINTENANCE OF TRAFFIC:
  - a. ALL PEDESTRIANS, INCLUDING PERSONS WITH DISABILITIES, SHALL BE PROVIDED WITH A REASONABLY SAFE, CONVENIENT AND ACCESSIBLE
  - b. PATH THAT REPLICATES, AS MUCH AS PRACTICABLE, THE EXISTING PEDESTRIAN FACILITIES.
  - c. MAINTAIN ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES.
  - d. PROVIDE PEDESTRIAN ACCESS THROUGH OR AROUND THE WORK ZONE. IF A DETOUR IS CHOSEN THE CONTRACTOR MUST SUBMIT THE DETOUR ROUTE TO THE ENGINEER FOR REVIEW AND APPROVAL. THE DETOUR ROUTE MUST MEET OR EXCEED THE CURRENT CONDITIONS.
  - e. WORK SHOULD BE PHASED SO THAT ALL AREAS OF AN INTERSECTION/SIDEWALK PATH ARE NOT UNDER CONSTRUCTION AT THE SAME TIME UNLESS A CLEAR PEDESTRIAN PATH IS PROVIDED AND IDENTIFIED
  - f. TRAFFIC CONTROL DEVICES AND OTHER CONSTRUCTION MATERIALS AND FEATURES SHALL NOT INTRUDE INTO THE USABLE WIDTH OF THE SIDEWALK, TEMPORARY PATHWAY OR OTHER PEDESTRIAN FACILITY.
  - g. SIGNS AND OTHER DEVICES MOUNTED LOWER THAN 7 FT ABOVE THE TEMPORARY PEDESTRIAN PATHWAY SHALL NOT PROJECT MORE THAN 4 IN. INTO ACCESSIBLE PEDESTRIAN ROUTE.

- h. A SMOOTH, CONTINUOUS HARD SURFACE SHALL BE PROVIDED THROUGHOUT THE ENTIRE LENGTH AND WIDTH OF THE PEDESTRIAN ROUTE THROUGHOUT CONSTRUCTION. THERE SHALL BE NO CURBS OR VERTICAL ELEVATION CHANGES GREATER THAN ¼ INCH IN GRADE OR TERRAIN THAT COULD CAUSE TRIPPING OR BE A BARRIER TO WHEELCHAIR USE.

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