

STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION



**PLANS AND SPECIFICATIONS FOR**

**Contract Number: DOT1415-FENCE\_ND**  
**Federal Aid Project Number: NONE**

**RIGHT OF WAY FENCE REPLACEMENT, NORTH DISTRICT, OPEN END,  
FY15-FY17**



**RECOMMENDED:**

*Pamela G. May*  
North District Design Engineer

*11/19/14*  
Date



**APPROVED:**

*[Signature]*  
North District Engineer,  
Maintenance and Operations

*11/19/2014*  
Date

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**CONTRACT DESCRIPTION**

This purpose of this contract is to repair or replace damaged Right-of-Way Fence as required for all State maintained roads in the North District, including I-95, I-295, I-495 and related ramps. The work shall include, but not be limited to, Maintenance of Traffic, removal of damaged fence and components, and repair/replacement of damaged fence and components, as required or directed by the Engineer on individual work orders.

The specific work sites are not listed herein, but will be assigned as available by the District Maintenance office.

The duration of this open-end contract shall be for a period of two years from the date of initial Notice to Proceed, with the option to extend the Contract for two additional one-year periods.

**PROJECT NOTES**

1. Construction of this Contract shall conform to Delaware Department of Transportation Standard Specifications dated August 2001, the Supplemental Specifications, the Special Provisions, the applicable DelDOT Standard Construction Details, the current Delaware MUTCD, and these project notes.
2. The Performance Bond shall be submitted when the contract is executed. Failure on the part of the Contractor to submit the Performance Bond shall result in the Contract being cancelled. It is the Contractor's responsibility to assure that the Bond is current for the life of the contract. Costs to be included in the price bid for item 763000 (Initial Expense).
3. Whenever the word "Contractor" is used in this Contract, it shall refer to the person or persons, company, or corporation furnishing the services required.
4. Whenever the word "Department" or "Engineer" is used, it shall refer to the person or persons representing the Delaware Department of Transportation (DelDOT).
5. Section 101.91(4) of the DelDOT Standard Specifications is amended. There will not be a winter shutdown from December 16<sup>th</sup> to March 15<sup>th</sup>. The Department reserves the right to issue work between these dates.
6. Work orders will be issued to the Contractor by the Department. Each work order will describe the work to be performed or deleted. Each work order will indicate the location of work, the pay items and quantities of the work, property owner notification requirements, and the allowable time to perform the work.

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7. Each work order shall be considered a separate unit of work. Upon completion of each single unit of work and acceptance by the Department, one itemized invoice will be prepared by the Department for that unit. A summary of the work orders will also be provided. The Contractor shall review and approve the invoices and summary. Payment will be monthly for the completed invoices as outlined in Section 109.07.
8. Prosecution and progress of work
  - a. The Contractor shall commence work indicated on the work order no later than the tenth day after issuance unless required materials are not available. Non-availability of materials shall be verified by at least three (3) different sources. Verification shall be formal and supplied by the Contractor in writing.
  - b. Issuance of each work order constitutes the notice to proceed with the work described on the work order. Subsection 108.02 (Notice to Proceed) of the Standard Specifications is not applicable to this Contract.
  - c. If there is a verified non-availability of materials, time charges shall commence on the first (1<sup>st</sup>) working day following the delivery date of said materials.
  - d. The Contractor may have up to four (4) active work orders at a time until all assigned work has been completed. The Contractor shall have the ability to provide additional working crews if requested by the Engineer.
  - e. Failure to complete assigned work orders in the calculated time constitutes "Failure to Pursue the Work" and subjects the Contractor to liquidated damages as outlined in Subsection 108.09 of the Standard Specifications. If work on a specific work order is not completed within the allotted time listed on the work order, liquidated damages will be assessed in accordance with Subsection 108.09 and based on the total value of that work order.
  - f. A semi-final and final inspection will be performed in accordance with Subsection 105.20 on each work order and if the work is satisfactorily completed it will be accepted by the Department. When seeding is required on the work order, a full stand of grass will be required. The stand shall be established for a minimum of seven days prior to final inspection.
9. 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 described in the Standard Specifications.
10. Payments shall be issued on a monthly basis for the amount of work completed, invoiced and accepted by the Department.

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11. No utility relocation involvement is anticipated. Should any conflicts be encountered during construction requiring adjustment and/or relocation of the agencies' existing facilities, the necessary relocation work shall be accomplished by the respective agencies' forces, as directed by the District Engineer. Any adjustments and/or relocations of municipally owned facilities shall be done by the State's contractor in accordance with the respective agencies' standard specifications as directed by the District Engineer.
12. Underground Utilities may be present at all locations. Therefore, all standard practices and procedures regarding utilities shall be followed. The Contractor shall contact Miss Utility of Delaware prior to starting each work order. 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, and make arrangements directly with utility companies for field adjustments for adequate clearances necessary.
13. No environmental permits are required for this work provided no jurisdictional wetlands or waters are impacted. If there is a question as to whether or not a water or wetland is jurisdictional, contact the DelDOT Environmental Section at 302-760-2264.
14. The Contractor shall not trespass on private property unless the District has acquired a "Temporary Trespass Agreement" from the property owner. If the work is within a permanent easement, the work shall not begin until the adjacent property owners have been notified. Prior to starting work on private property, the Contractor shall notify affected property owners of proposed work dates.
15. It is anticipated that all work will occur within DelDOT's right of way. Should the need occur to trespass onto railroad property, including the highway-rail crossing; it will be the responsibility of the Project Manager to contact the railroad chief engineer and obtain written authorization before entering.
16. Work located within Municipalities requires a Town Agreement. Contact DelDOT Team Support section at (302) 760-2251 prior to commencing work within Municipalities to process a town agreement.
17. The new fence type and positioning of new fence shall be identical to the existing fence to be replaced, except when directed otherwise by the Engineer. The Engineer shall determine for the Contractor if any fence components shall be reused on each work site. Any components not to be reused, as determined by the Engineer, become the property of the Contractor. Removal and legal disposal of the unused components are the Contractor's responsibility.
18. The Contractor shall protect all driveways from damage due to Contractor's equipment and shall be responsible for all such damage done by Contractor's equipment.

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19. Excavated material not needed on the project shall be removed from the site at the Contractor's expense.
20. Proper disposal of construction related wastes shall be the sole responsibility of the Contractor.
21. The Contractor shall provide residents 24-hour prior written notice for all phases of Contract work. This notice shall be given to all residents whose property is adjacent to the street on which work is to be performed. Failure to give notice will result in a suspension of work.
22. The Contractor is reminded that Section 105.07 of the Standard Specifications requires the Contractor to maintain a competent Superintendent or Foreman on the job site at all times.
23. The contractor shall be equipped with a tripod/chain hoist or other similar equipment capable of removing damaged steel fence posts and footings at inaccessible places that will not permit the use of the post truck or would necessitate a lane closure if an auger truck were used. If approved by the Engineer, the Contractor may use an approved bagged concrete mix for concrete footings when they are in inaccessible locations or in too small a quantity for a certified plant mix delivery.

**MAINTENANCE OF TRAFFIC**

1. Work shall be performed in a manner that shall ensure the least practical obstruction to the traveling public, and shall conform to the requirements of the latest version of the manual entitled "Delaware Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, Part 6 Temporary Traffic Control", herein referred to as the "Traffic Control Manual" (including revisions in affect at the time of advertisement for bids).
2. All travel lane closures on roads other than I-95, I-495, and I-295 and interstate ramps shall be performed Monday through Friday at night between 8:00 PM to 5:00 AM, or day-time weekday hours between 9:00 AM to 3:00 PM, as directed by the Engineer. On non-interstate roadways, all lanes of traffic shall be open between 5:00 AM and 9:00 AM, and between 3:00 PM and 8:00 PM. Times may be adjusted depending on specific site volumes and conditions.
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. Time restrictions for working hours will be determined by the District Safety Officer for each specific work location, and stated on the work order. The Contractor shall comply with these time restrictions.



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5. 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 self-propelled equipment shall be equipped with an operating roof mounted amber flashing light. All personnel shall wear a retro reflective safety vest while they are within the right-of-way or adjacent to it. All retro reflective safety vests must be minimum ANSI Class 2.
6. The Contractor shall have an American Traffic Safety Services Association (ATSSA) Certified Supervisor assigned to this project. The Contractor's general superintendent for this project or another ATSSA certified member of the Contractor's project staff may be the ATSSA supervisor.
7. If required, the DelDOT Safety Section must be notified a minimum of three weeks in advance of the work in order to determine the type of and prepare a Transportation Management Plan (TMP) for the location. Should a Type "B" TMP be required, all time restrictions given in the TMP will be followed. Should a Type "A" TMP be required, above time restrictions will be followed.
8. If a road closure is required, 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 763500 (Initial Expense). 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. A two week detour review lead time shall be required for any requested detour. 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 and Plaques).
9. Drums will be required in work areas where the completion time will extend beyond one daylight operation.
10. 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.
11. The Contractor shall submit a site-specific Traffic Control Plan for approval two (2) weeks before the start of each location. The Traffic Control Plan must be in accordance with the latest revision of the Delaware Manual on Uniform Traffic Control Devices, Part 6, and must clearly indicate orientation of traffic control devices to be used for each site.
12. Traffic control devices shall be provided and placed in accordance with the Delaware MUTCD (Traffic Control Manual). The Contractor shall refer to the configuration requirements for each Typical Application scenario at each work location. The proposed traffic control device configuration will be addressed in the Contractor's Traffic Control Plan.

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13. Payment for relocation and re-positioning of Traffic Control devices shall be incidental to the respective unit price Pay Items for Maintenance of Traffic included in this Contract. There shall be no additional compensation for relocation or re-positioning of traffic control devices.
14. The safety measures outlined within this Contract and the Delaware MUTCD are not necessarily sufficient in every instance to guarantee the protection of the traveling public or the persons working on the project. Therefore, the provisions of this Contract do not relieve the Contractor of the sole responsibility for the safety of all persons working within or traveling through the work zone throughout the duration of the project. The Contractor shall implement any additional safety measures that are not expressly required by the Contract and are necessary to ensure the safety of all persons. The Contractor shall submit to the Engineer justification for deviations from the Traffic Control Plan or Traffic Management Plan. Final approval of the deviations or additions shall rest with the Engineer. All costs for this work shall be incidental to the applicable maintenance of traffic pay items as listed in the original contract.
15. The Department reserves the right to stop the Contractor's operations if, in the opinion of the Engineer, the Contractor's operations are not in compliance with the Delaware MUTCD, the specifications, or the Plans. The Department also reserves the right to stop the Contractor's operations if the Engineer deems the operation unsafe.
16. The Department will not make payment to the Contractor for any and all temporary traffic control devices where the Contractor sets up temporary traffic control to perform work, but fails to perform any work.
17. Any existing signs that conflict with any temporary or permanent construction signs shall be covered by the Contractor as needed, or as directed by the Engineer. The Contractor shall stake out locations of permanent warning signs in the field and receive approval from the Engineer for the location and method of mounting prior to ordering the signs. The Contractor, with the Engineer, shall inventory all existing signs within the Contract limits. Signs that must remain in place during the project shall be maintained by the Contractor. Any other existing signs shall be removed and properly stored by the Contractor to prevent loss or damage. Immediately prior to the final inspection, the Contractor and the Engineer shall again inventory the traffic signs and account for any lost or damaged signs. The Contractor shall replace or reimburse the Department for any lost or damaged signs.
18. Any deficiencies related to temporary traffic control that are reported to the Contractor in writing shall be corrected within 24 hours or as directed by the Engineer. Corrective actions on severe deficiencies as determined by the Engineer shall be taken immediately unless otherwise directed by the Engineer. Failure to comply will result in non-payment for those devices that are found to be deficient for the duration of the deficiency. Severe deficiencies that are not corrected immediately could result in possible suspension of work until items identified are brought back into compliance and/or the holding of the pay estimate until the severe deficiencies are corrected.

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19. At the end of each workday, the Contractor shall correct all pavement edge drop-offs in accordance with the Delaware MUTCD. This corrective work shall be accomplished with Temporary Road Material (TRM). All ruts and potholes shall be filled with TRM as soon as possible, but no later than by the end of each workday. Placement of TRM shall be completed in accordance with the applicable sections of the Delaware Standard Specifications. If temporary elimination of a drop-off hazard cannot be accomplished, then the area shall be properly marked and protected with additional temporary barriers, barricades, warning signs, etc. as required by the Delaware MUTCD, and as approved by the Engineer. Payment for all work described in this Project Note shall be incidental to applicable Maintenance of Traffic Pay Items in the Contract. There shall be no additional compensation provided to the Contractor for this work.
20. If the Contractor does not complete the contract work within the contract completion time as listed on the Work Order (including approved time extensions), the Contractor shall be responsible for providing the necessary temporary traffic control devices that are required to complete any remaining work. The cost of such temporary traffic control shall be borne by the Contractor. No additional payment will be made to the Contractor to maintain traffic in accordance with the Delaware MUTCD, specifications, and these Project Notes. Temporary traffic control items shall include, but not be limited to, warning signs, barricades, plastic drums, P.C.C. safety barrier, flaggers, traffic officers, arrow panels, message boards, portable light assemblies and portable impact attenuators.
21. All required Maintenance of Traffic Warning Signs and Plaques will be paid under Item 743024 (Temporary Warning Signs) 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 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.
22. All permanent warning signs shall be retroreflective, and constructed of rigid material complying with NCHRP 350 requirements.
23. A Truck Mounted Attenuator, 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.
24. 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.
25. 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.



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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:

- All pedestrians, including persons with disabilities, shall be provided with a reasonably safe, convenient and accessible path that replicates as much as practicable the existing pedestrian facilities.
- Maintain access to all business and residents at all times.
- Provide pedestrian access thru 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.
- Work should be phased so that all areas of an intersection/sidewalk path are not under construction at the same time unless a clear path is provided and identified.
- 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.
- 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.
- 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 in. in grade or terrain that could cause tripping or be a barrier to wheelchair use.

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**QUANTITY SUMMARY**

ITEM #	ITEM DESCRIPTION	UNIT	Quantity
206503	Rock Excavation for Post	LF	25.00
727000	Right Of Way Fence	LF	550.00
727001	Right Of Way Fence Gate	EA	2.00
727004	Chain Link Fence, 6' High	LF	150.00
727006	Terminal Posts for 6' Chain Link Fence	EA	50.00
727009	Chain Link Fence, 5' High	LF	500.00
727012	Vehicular Gate	EA	1.00
727505	Right Of Way Fence Repair	LS	1.00
727512	Vinyl Coated Chain Link Fence, 6' High	LF	400.00
727514	Vinyl Coated Terminal Post for 6' Chain Link Fence	EA	10.00
727515	Chain Link Fence Repair	LS	1.00
727516	Vehicular Gate Repair	LS	1.00
727518	Wood Fence 10' High	LF	50.00
727519	Relocate Chain Link Fence	LF	100.00
727525	Wood Fence 15' High	LF	50.00
727510	Wood Rail Fence	LF	100.00
743003	Arrow Panels, Type C	EA-DY	10.00
743006	Plastic Drums	EA-DY	250.00
743010	Furnish and Maintain Truck Mounted Attenuator, Type II	EA-DY	25.00
743050	Flagger, New Castle County, State	HOUR	30.00
743024	Temporary Warning Signs	EA-DY	100.00
763000	Initial Expense	LS	1.00
763507	Emergency Mobilization	EA	2.00