

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION



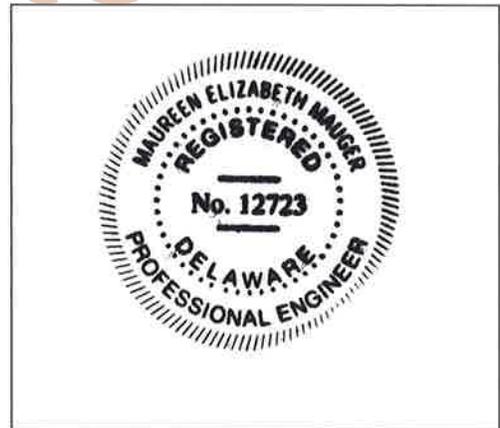
QUALITY SECTION

Unofficial
PLANS FOR

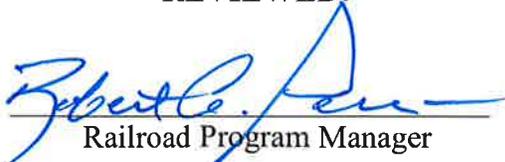
CONTRACT T201408301.02

STATEWIDE MAINTENANCE OF TRAFFIC FOR RAILROAD CROSSING
IMPROVEMENTS – OPEN END

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REVIEWED:


Railroad Program Manager

APPROVED:


Assistant Director – Design for J. PAPPAS

CONTRACT DESCRIPTION

This contract is intended to provide Maintenance of Traffic (MOT) for Railroad Crossing Improvements being performed by private Railroad Companies and their Subcontractors. The MOT will involve furnishing, setting up, maintaining, and, at the conclusion of work at each location, removing road closures and applicable detour signing. Lane closures may be required on multi-lane roadways in order to implement the detour. No more than four (4) locations will be active at any one time. The Railroad Crossings may be located anywhere within the State of Delaware. Notice of required MOT services will be given to the Contractor at least 14 Calendar Days prior to needing the items to be placed in the field. The Department may award contracts to multiple contractors (up to three), based upon the lowest responsive, responsible bids received for the contract. It is anticipated that 35 +/- railroad crossing locations will require MOT as part of this contract.

PROJECT NOTES

1. STANDARDS

All work will be done in accordance with the Delaware Department of Transportation Standard Specifications for Road and Bridge Construction, dated August 2001, as amended by the Supplemental Specifications; Standard Construction Details including all revisions up to the date of advertisement; Project Specific Plan Details; the Special Provisions; the most current edition of the Delaware MUTCD; and any plans included in specific work orders. If during the course of the Contract, changes to the standards are made and are to be implemented on this Contract, the Department will send the changes to the Contractor in advance of requiring their use.

2. CONTRACTOR REQUIREMENTS

A. Point of Contact

Upon award of the contract, the Contractor shall submit to the Engineer the name of a principle point of contact for the project including business, home, and cell telephone numbers and/or pager number. The "Principle Contact" shall be an ATSSA certified individual. Additionally, a second contact shall be designated for each Railroad Crossing location. The person shall be on-call 24 hours around the clock while work is ongoing at the crossing. No separate payment will be made for either of these individuals. Costs to provide the contacts are incidental to the contract.

B. Deployment of Multiple Crews

Contractor crews may be required to be deployed to perform work at up to four work locations throughout the state simultaneously.

C. Contractor's Equipment and Devices

The Contractor shall provide a complete list of MOT devices that will be available to perform the tasks outlined in this contract. NCHRP 350 and/or MASH certifications shall be submitted with the list to verify compliance with the Delaware MUTCD. All vehicles in the various work zones shall display large rotating amber beacons or strobe lights in accordance with Section 6F.81 of the Delaware MUTCD.

If desired by DeIDOT, the devices to be utilized on any particular location shall be made available by the Contractor for inspection in advance of the work.

3. **CONTRACT TERM**

This contract shall be for a period of one year from date of the Initial Notice to Proceed with the option to be extended for two (2) additional one-year periods. Each such one-year extension must be approved by both parties in writing at least 60 days prior to expiration of the existing contract. The Performance Bond shall be submitted with the contract execution and shall be subject to renewal for extension periods. Failure on the part of the contractor to submit the Performance Bond for the extension period prior to the last working day before end of the previous period shall result in the contract being cancelled.

It shall be the contractor's responsibility to obtain the forms necessary to renew the Performance Bond each year the contract is in force.

4. **PRICE ADJUSTMENT**

Extension to an additional year is dependent on legislative appropriations for these Fiscal Years and agreement on succeeding year's pricing as described herein. The bid prices in the contract must be guaranteed for the first year of the contract. In future year contract extensions the contractor may request an increase in unit prices. The contractor shall be required to request any price increases prior to the extension of the contract. The bid prices in the contract extension shall be guaranteed for the period of the contract extension. If the difference requested exceeds the change in the Nationwide All Urban Consumer Price Index (CPI-U),

U.S. city average for the same period, approval of any price adjustment offered the contractor above the CPI-U will be at the discretion of the Engineer. The Department retains the right to cancel the future year extension if an acceptable agreement cannot be reached with the contractor on the price adjustment.

5. **ALTERATIONS IN QUANTITIES**

The quantities given in the proposal are approximate only, and will be the basis for comparing bids. The Department reserves the right to increase or decrease the quantities of any and all items specified in this contract. Such additions or deletions shall not be cause for an increase or decrease in any contract unit bid prices, regardless of whether or not an item is classified as a "Major Item" (10% of the total contract value) as defined in Standard Specification 101.46. Negotiated prices will be the preferred method of establishing payment for any new items added to the contract. Force Account payment, per Standard Specification 109.04 may be utilized if negotiated prices prove to be unsuccessful. Negotiated prices for new unit items will remain in effect for the original term of the contract, but will be eligible for renegotiation if the contract is extended (see "Price Adjustment" above).

6. **ASSIGNMENT OF WORK**

Work will be assigned to the Contractor on a work order per location basis by the Department. All work order assignments will be at the discretion of the Engineer. Issuance of each work order constitutes the notice to proceed with the work described on the work order for that particular Railroad Crossing improvement.

It is anticipated that no more than four (4) railroad crossings shall be active requiring MOT at any one time. The Contractor shall have sufficient resources to set up four (4) concurrent work zones.

The Engineer shall establish the location of the work sites, the order in which the work sites are to be pursued, and the required Traffic Control plan for each location. The site specific MOT plan will be provided to the Contractor at least 14 calendar days in advance of the work to be performed by the Railroad.

Payment for MOT devices provided at the individual sites will be made at the unit bid prices. Upon notice by DeIDOT to the Contractor that work has been completed at a location, any payment for items based per day or per hour will be terminated at the end of the day or at the end of the hour (as applicable) that the notice was given. The Contractor is responsible for removing the devices within 48 hours of notification by DeIDOT.

Payment will not be made for any non-working, improperly located, damaged, DEMUTCD non-compliant, or otherwise deficient MOT device, as determined by the DelDOT field inspector.

7. TYPICAL WORK LOCATION SET UP

Advance Message Boards shall be put in place 10 Calendar Days in advance of the scheduled closure of any particular Railroad crossing. No later than 8:00 am (unless approved otherwise) on the agreed date, the required Maintenance of Traffic set up is expected to be completed. Warning signs may be installed in advance of the work and properly covered. Such advance sign set up will not be recorded for payment until the work begins by the Railroad, as determined by the DelDOT field inspector.

8. LIQUIDATED DAMAGES

Failure of the Contractor to provide proper devices in accordance with the approved plan at each Railroad Crossing location so that work may begin as scheduled by the Railroad may result in contract termination by the Department. Liquidated Damages will be assessed for each day that the Contractor fails to furnish and install the necessary MOT devices. Liquidated damage charges under this Contract shall be in accordance with Section 108.09 of the Standard Specifications and will be based on the total awarded value of the Contract. The contract is considered a Calendar Day project. In addition to the Liquidated Damages, a "Railroad Delay" cost of \$1,500.00 per Calendar Day will be assessed for any day that a Railroad Contractor is delayed from prosecuting work because of the MOT Contractor's failure to set up necessary Traffic Control devices in accordance with the agreed upon schedule of work. The \$1,500.00 cost will be assessed in full for any portion of a day that the delay occurs. No partial day charges will be considered by the Department.

9. PROSECUTION AND PROGRESS OF WORK

Work assignments will be issued to the Contractor in the form of an email along with all necessary sketches, engineering drawings, MOT plans, and any additional special provisions required. At times, depending upon the nature and complexity of the work assignments, field meetings may be necessary at certain site locations.

The Contractor shall have sufficient work forces and Bid Item materials in stock or otherwise available to perform any assignment, or multiple assignments, within the times specified.

10. NIGHT WORK

The Department may require Night Work to minimize traffic conflicts on some work sites. The Contractor should anticipate night time operations being required. Details will be provided by the Department on a location by location basis. Should night work be required, the Contractor shall be responsible to continuously furnish and properly maintain all Traffic Control devices for the entire duration of work by the Railroad. Other than the applicable pay items, including Portable Light Assemblies if necessary, no adjustment or separate premium payment shall be made for night work.

11. INSPECTION AND PROJECT CONTROL

DelDOT's Inspector shall determine and record in the contract diary and/or Inspector's Daily Report (IDR) the quantities of each individual item to be paid on a daily basis. A form will be provided by the Department for this purpose. Signature blocks will be provided for the Inspector and the Contractor's representative.

At the conclusion of work at each location, the Contractor shall submit an invoice requesting payment for all work performed at the particular location. The Department will review the request against the daily quantity records. If satisfactory, an email will be sent to the Contractor approving the invoice for payment. If corrections are required, the Contractor will again be notified by email of the deficiencies. The Contractor shall, in this case, revise and resubmit the invoice for final approval by DelDOT.

12. GENERAL REQUIREMENTS

The only payment for maintenance of traffic shall be the separate pay items identified in the awarded bid tabs. Traffic Cones shall not be utilized on this contract. Type III Barricades, each measuring 6 feet in length, shall be the only size used on this project.

Work hours may be restricted at some locations as dictated by traffic volumes and/or roadway conditions.

All traffic control devices shall be in new or refurbished condition, shall be in compliance with the Delaware MUTCD and with NCHRP Report 350 or MASH and shall be approved by DelDOT before installation. Traffic control devices shall be maintained in good condition for the duration of use.

The Contractor shall maintain vehicular, bicycle and pedestrian traffic through the project's work zones in a manner that will reasonably provide the least practicable obstruction to all road users and provide paths for all road users, including, but not limited to, the passage through the work zone of persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA) Title II, paragraph 35.130.

13. RIGHT OF WAY AND UTILITIES

It is anticipated that all work will occur within DelDOT's existing right of way or easement areas. Should the need occur to trespass onto private property; it will be the responsibility of the Engineer to secure such trespass needs.

Should the need occur to trespass onto railroad property, including the highway-rail crossing; any necessary safety training required by the Railroad shall be coordinated in advance. No separate payment will be made for attending required safety training.

The location of warning signs shall be adjusted wherever possible to avoid blocking sight distance to driveways or other vehicular traffic. Post mounted signs, if required, should be positioned to avoid Utilities if possible. It is anticipated that skid mounted signs will be utilized under this contract. The Contractor is responsible for calling "Miss Utility" in order to determine the location of any existing underground Utilities prior to installing post mounted signs.

14. TYPICAL APPLICATIONS

Sample detour plans are provided as part of this contract. The Contractor should anticipate similar, but not identical, types of MOT set-ups to include:

- Full Road Closure with necessary detour signing.
- Lane closures on two lane and multiple lane facilities.

15. ITEM NUMBERS BY CATEGORY

For reference, the item numbers included in this contract are listed in the following table:

ITEM	DESCRIPTION	UOM	QTY
	MAINTENANCE OF TRAFFIC		
743508	Maintenance of Traffic	EA	35
743003	Arrow Panels, Type C	EA-DY	20
743004	Furnish & Maintain Portable Changeable Message Board	EA-DY	1,050
743005	Furnish & Maintain Portable Light Assembly (Flood Lights)	EA-DY	100
743006	Plastic Drums	EA-DY	7,000
743009	Furnish and Maintain Truck-Mounted Attenuator, Type I	EA-DY	40
743010	Furnish And Maintain Truck Mounted Attenuator, Type II	EA-DY	100
743023	Temporary Barricades, Type III	LF-DY	10,248
743024	Temporary Warning Signs	EA-DY	7,700
	MISCELLANEOUS		
763684	Performance and Payment Bond, Open End MOT Contract	LS	1

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