

STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
MAINTENANCE AND OPERATIONS



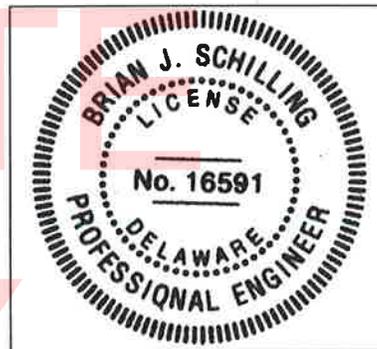
PLANS AND SPECIFICATIONS FOR  
Contract Number: T201609001  
Federal Aid Project Number: N/A  
Right Of Way Maintenance, North, Interstate, FY16

PLANS PREPARED BY: *[Signature]*  
NORTH DISTRICT CONTRACTS ENGINEER

DATE: 1/4/16

DATE RECOMMENDED: 1/4/16

*[Signature]*  
NORTH DISTRICT DESIGN ENGINEER



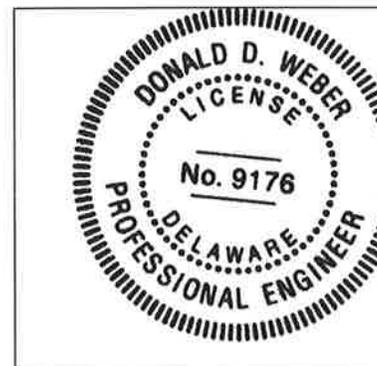
DATE RECOMMENDED: 4 January 2015

*[Signature]*  
NORTH DISTRICT MAINTENANCE ENGINEER



DATE APPROVED: 1/4/16

*[Signature]*  
NORTH DISTRICT ENGINEER



# DELAWARE DEPARTMENT OF TRANSPORTATION

Contract No.T201609001

Right Of Way Maintenance, North, Interstate, FY16

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## CONTRACT DESCRIPTION

The purpose of this contract is to provide tree clearing services along State maintained right of way on I-95 NB/SB from RT 896 to the Maryland line. This is a 30 calendar day project that must be completed before April 15, 2016.

This contract may add additional work locations upon authorization of funding and mutual agreement between the Department and vendor for one (1) calendar year from the Notice to Proceed.

The anticipated Notice To Proceed for this contract is scheduled for February 15, 2016.

## PROJECT NOTES

1. All work shall be performed in accordance with the Delaware Department of Transportation Standard Specifications dated August 2001 (as amended by the Supplemental Specifications), the Special Provisions, the Standard Construction Details, the current Delaware MUTCD (including revisions up to the day of contract advertising) and these Notes.
2. Failure on the part of the Contractor to submit a Performance Bond shall result in the Contract being cancelled. Costs to be included in the price bid for item 763000, Initial Expense. An updated Performance Bond must be submitted for any additional work.
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) is amended. There will not be a winter shutdown from December 16<sup>th</sup> to March 15<sup>th</sup>.
6. 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 Engineer.
7. 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 shall contact Miss Utility of Delaware prior to starting work. 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

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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 if necessary.

8. The Contractor shall begin work for this contract within ten calendar days after receiving a "Notice To Proceed" from DelDOT.
9. There shall be no work performed between April 15 and August 30 of any calendar year.
10. Each additional work location is to be completed within a mutually agreed upon time. Additional items and/or working days may be added to any work order as needed at the discretion of the Engineer. If the work on a specified work order is not completed within the allocated time, liquidated damages will be assessed in accordance with subsection 108.09 of the standard specifications based on the total value of that particular work location.
11. Payment will be made monthly for the completed work as outlined in Section 109.07.

## MAINTENANCE OF TRAFFIC

12. All work shall be performed in a manner that will reasonably provide the least practicable obstruction to all road users, including vehicular, pedestrian and bicycle traffic, and shall conform to the requirements of the 2011 Delaware Manual on Uniform Traffic Control Devices, Part 6, including all revisions up to the date of advertisement for bids.
13. All shoulder closures on I-95 shall be performed during day-time hours between 8:00 AM to 4:00 PM, Monday through Friday. Any lane or ramp closures necessary to complete the work will be at the direction of the Engineer with direction from the North District Safety Officer.
14. No lane closures will be permitted on holidays, holiday weekends, or during special events as outlined in Section 743 of the Standard Specifications and/or the Transportation Management Plan, unless approved by the Engineer with consultation with the Safety Section.
15. The Contractor shall have an ATSSA 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. Payment for ATSSA supervisor is incidental to Item 763000 (Initial Expense).
16. 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

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17. 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 operations to be unsafe.
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 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. Serious 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 serious deficiencies are corrected.

**QUANTITY SUMMARY**

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY
201501	Clearing-North District	MI	5.0
743000	Maintenance of Traffic	LS	1.0
743010	Furnish And Maintain Truck-Mounted Attenuator, Type II	EADY	30.0
743006	Plastic Drums	EADY	450.0
743003	Arrow Panel, Type C	EADY	30.0
743024	Temporary Warnings Signs and Plaques	EADY	180.0
763000	Initial Expense	LS	1.0