

THE STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION
DIVISION OF PLANNING

CONSTRUCTION PLANS AND SPECIFICATIONS FOR

OPEN END PEDESTRIAN ACCESS ROUTES AND SIDEWALK IMPROVEMENTS,
NCC FY25-FY27

CONTRACT NUMBER: T202501101

PRIMAVERA ID: 2025-00021

FEDERAL AID NUMBER: N/A

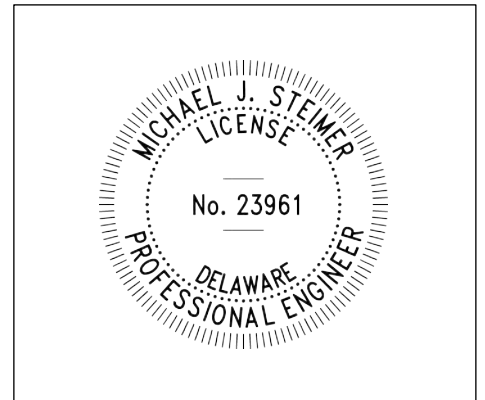
COUNTY: NEW CASTLE

A handwritten signature in blue ink, appearing to read 'WMA', written over a horizontal line.

WALLACE MONTGOMERY

1/13/2025

DATE



APPROVED FOR ADVERTISEMENT

Pamela Steinebach

DIRECTOR OF PLANNING

1/22/25

DATE

CONTRACT DESCRIPTION

THE PURPOSE OF THIS CONTRACT IS TO CONSTRUCT AND IMPROVE FEATURES OF THE PEDESTRIAN ACCESS ROUTE (PAR) ACROSS NEW CASTLE COUNTY, IN ACCORDANCE WITH APPLICABLE STANDARDS. THE LOCATION OF WORK IS LIMITED TO SITES WITHIN NEW CASTLE COUNTY. INDIVIDUAL LOCATIONS WILL VARY IN THEIR CONTEXT AND COMPLEXITY FROM CONSTRUCTION OF NEW SIDEWALK ON VIRGIN GROUND TO RECONSTRUCTION OF EXISTING, NON-COMPLIANT PEDESTRIAN CONNECTIONS.

THE SPECIFIC WORK SITES ARE LISTED HEREIN AND WILL BE ASSIGNED AS AVAILABLE VIA WORK ORDERS. THE WORK ORDERS WILL INDICATE THE WORK TO BE PERFORMED AT EACH SITE. IT IS ANTICIPATED THAT THE CONTRACTOR SCHEDULE THEIR WORK TO FOLLOW THE WORK ORDER NUMBERING SEQUENCE: WO #1, WO #2, WO #3, ETC., UNLESS OTHERWISE APPROVED BY THE ENGINEER.

WORK ORDER 1 – NEW CASTLE AVENUE, PAPER PLACE TO RYAN AVENUE PAR & SIDEWALK IMPROVEMENTS

WORK ORDER 2 – OLD CAPITOL TRAIL, WALMSLEY DRIVE TO DELAWARE PARK DRIVE PAR & SIDEWALK IMPROVEMENTS

WORK ORDER 3 – MILLTOWN ROAD, SAINT JOHN CHURCH ENTRANCE TO E PARRIS DRIVE PAR & SIDEWALK IMPROVEMENTS

WORK ORDER 4 – OGLETOWN STANTON ROAD, OLD CHURCHMANS ROAD TO STANTON CHRISTIANA ROAD AND OLD CHURCHMANS ROAD, ROCKFORD DRIVE TO OGLETOWN STANTON ROAD AND TWIN C LANE PAR & SIDEWALK IMPROVEMENTS

WORK ORDER 5 – N MARKET STREET, 41ST ST TO EDGEMOOR ROAD PAR & SIDEWALK IMPROVEMENTS

WORK ORDER 6 – MARYLAND AVENUE, BOXWOOD PLAZA ENTRANCE TO BROOKSIDE DRIVE AND DUPONT ROAD, VALLEY ROAD TO RICHARDSON LANE AND RACE STREET AND OLD DUPONT ROAD PAR & SIDEWALK IMPROVEMENTS

WORK ORDER 7 – EDGEMOOR ROAD, PALADIN DRIVE TO BLUE ROCK ROAD AND BRANDYWINE BOULEVARD, EDGEMOOR ROAD TO DRIVER ROAD AND RIVER ROAD PAR & SIDEWALK IMPROVEMENTS

WORK ORDER 8 – S CHAPEL STREET, PENCADER PLAZA NORTH ENTRANCE TO SOUTH ENTRANCE PAR & SIDEWALK IMPROVEMENTS

PROJECT NOTES

1. THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE DELAWARE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED JANUARY 2024, THE DELAWARE DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DETAILS, DATED 2024.
2. THIS IS AN OPEN-END WORK ORDER DRIVEN CONTRACT, WITH EIGHT LOCATIONS, TO MAKE GENERAL IMPROVEMENTS TO ROADS, SIDEWALKS, PATHWAYS, BRIDGES AND/OR PEDESTRIAN/BICYCLE FACILITIES LOCATED WITHIN THE BOUNDARIES OF NEW CASTLE COUNTY. THE WORK SHALL BE ISSUED AS THE ENGINEER PROVIDES INDIVIDUAL WORK ORDERS. THE DEPARTMENT RESERVES THE RIGHT TO PRIORITIZE, SUBSTITUTE, ADD, AND/OR DELETE LOCATIONS AT ANYTIME DURING THE CONTRACT TERM.
3. THE WORK WILL BE SCHEDULED BY ISSUANCE OF WORK ORDERS TO THE CONTRACTOR FROM THE DEPARTMENT. EACH WORK ORDER WILL REPRESENT AN INDEPENDENT PROJECT LOCATION OR GROUPS OF LOCATIONS BASED ON THEIR PROXIMITY TO EACH OTHER. WORK ORDERS WILL BE ISSUED UPON DESIGN COMPLETION AND RECEIPT OF NECESSARY STATEMENTS & PERMITS FOR THE INDIVIDUAL SITES. IT IS ANTICIPATED THAT EACH INDIVIDUAL WORK ORDER WILL OBTAIN THE NECESSARY PLAN APPROVALS PRIOR TO ISSUANCE.
4. THE SCOPE OF EACH WORK ORDER WILL BE DEFINED BY A 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 WORK ORDER WILL ALSO BE PROVIDED. AS DIRECTED BY THE ENGINEER, ADDITIONAL WORK MAY BE ADDED TO A WORK ORDER TO ADDRESS PAR DEFICIENCIES IN THE IMMEDIATE AREA. ALL WORK WILL BE DISCUSSED WITH THE CONTRACTOR TO VERIFY SCOPE AND QUANTITIES PRIOR TO ISSUING NOTICE TO PROCEED FOR THE WORK.
5. UPON RECEIPT OF EACH WORK ORDER, THE CONTRACTOR SHALL SUBMIT THE REQUIRED COPIES OF A DETAILED PROGRESS SCHEDULE (PSC) AS OUTLINED IN STANDARD SPECIFICATIONS, SECTION 108.4 WITHIN FOURTEEN (14) CALENDAR DAYS. THE PSC SHALL INCLUDE A DESCRIPTION OF EACH WORK ACTIVITY, THE PLANNED DAYS OF WORK, THE NUMBER OF CREWS OR SHIFTS, AND SCHEDULED WORKING HOURS. DURING THE CONTRACT, THE CONTRACTOR SHALL SUBMIT TWO-WEEK (OR AS OTHERWISE REQUIRED) "LOOK AHEAD" SCHEDULES TO THE AREA ENGINEER/MANAGER NO LATER THAN NOON OF EACH THURSDAY. FAILURE TO COMPLY WILL RESULT IN A SUSPENSION OF ALL CONTRACT WORK WITH TIME CHARGES CONTINUING TO BE ASSESSED.
6. EXECUTION OF EACH WORK ORDER IS TO BEGIN WITHIN TWENTY-ONE (21) CALENDAR DAYS OF THE ISSUANCE TO THE CONTRACTOR. IN ADDITION, THE CONTRACTOR MUST COMPLETE THE WORK WITHIN THE TIME FRAME THAT THE WORK ORDER ALLOCATES, UNLESS THE NECESSARY MATERIALS ARE NOT AVAILABLE. THE CONTRACTOR SHALL VERIFY THE MATERIAL'S NON-AVAILABILITY BY AT LEAST THREE (3) INDEPENDENT SOURCES. AFTER WHICH, THE CONTRACTOR SHALL PROVIDE THE DEPARTMENT WITH

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THE VERIFICATION FORMALLY PRESENTED IN WRITING WITHIN FOUR (4) DAYS OF THE WORK ORDER ISSUANCE.

IF THE CONTRACTOR DOES NOT COMMENCE THE WORK OR DOES NOT PRESENT THE NON-AVAILABILITY OF MATERIALS WITHIN THE ALLOTTED TIME, THIS SHALL SUBJECT THE CONTRACTOR TO LIQUIDATED DAMAGES AS OUTLINED IN SUBSECTION 108.8 OF THE STANDARD SPECIFICATIONS. TIME CHARGES EQUAL TO THE LIQUIDATED DAMAGES FOR THE WORK ORDER SHALL COMMENCE. IF THE CONTRACTOR VERIFIES WITH THE DEPARTMENT THAT NON-AVAILABILITY OF MATERIALS IS THE SITUATION CAUSING THE NON-COMMENCEMENT OF WORK, TIME CHARGES SHALL COMMENCE ON THE FIFTEENTH (15) CALENDAR DAY FOLLOWING THE DELIVERY DATE OF THE PREVIOUSLY NON-AVAILABLE MATERIALS.

THE CONTRACTOR MAY HAVE UP TO THREE (3) ACTIVE WORK ORDERS AT A TIME UNTIL ALL ASSIGNED WORK HAS BEEN COMPLETED.

THE CONTRACTOR IS TO COMPLETE EACH WORK ORDER (OR GROUP OF WORK ORDERS) WITHIN THE SPECIFIED TIME. AT THE DISCRETION OF THE ENGINEER, ADDITIONAL ITEMS AND/OR DAYS CAN BE ADDED TO ANY WORK ORDER AS DEEMED NECESSARY. IF THE CONTRACTOR DOES NOT COMPLETE THE WORK ON A SPECIFIC WORK ORDER ON TIME, THE DEPARTMENT WILL ASSESS LIQUIDATED DAMAGES IN ACCORDANCE WITH SUBSECTION 108.9 OF THE STANDARD SPECIFICATIONS. IN SUCH A CASE AS LIQUIDATED DAMAGES ARE ASSESSED, THE TOTAL AWARD VALUE OF THE WORK ORDER OR GROUP OF WORK ORDERS, WHICHEVER IS APPLICABLE, WILL BE USED TO DETERMINE THE VALUE OF LIQUIDATED DAMAGES.

THE DEPARTMENT WILL PERFORM AN INITIAL INSPECTION FOR EACH WORK ORDER OR WORK ORDER GROUP AFTER THE CONTRACTOR PROVIDES NOTICE TO THE DEPARTMENT OF COMPLETION OF THE WORK ORDER. THE CONTRACTOR'S WORK MUST MEET THE DEPARTMENT'S SPECIFICATIONS, THE REQUIREMENTS AS THESE NOTES DEFINE AND REQUIREMENTS OF THE WORK ORDER. THE CONTRACTOR MUST COMPLETE ANY PUNCLIST WORK WITHIN THIRTY (30) CALENDAR DAYS OF THE INITIAL INSPECTION, UNLESS THE ENGINEER APPROVES OTHERWISE. THE CONTRACTOR MUST REPAIR ALL DEFECTS IN THE WORK AT THEIR OWN EXPENSE UNTIL THE DEPARTMENT PERFORMS A PRIMARY INSPECTION. A PRIMARY INSPECTION WILL BE PERFORMED FOR EACH WORK ORDER OR GROUP OF WORK ORDERS. UPON SATISFACTORY COMPLETION OF THE PRIMARY PUNCLIST, THE DEPARTMENT WILL CONDUCT AN ACCEPTANCE INSPECTION. ONCE DELDOT'S MAINTENANCE AND OPERATIONS VERIFIES THAT ALL PRIMARY INSPECTION PUNCLIST ITEMS HAVE BEEN SATISFACTORILY ADDRESSED, THE CONTRACTOR WILL BE RELEASED FROM MAINTENANCE RESPONSIBILITY FOR ALL LOCATIONS COMPRISING THE INSPECTED WORK ORDER OR GROUP OF WORK ORDERS.

PAYMENT WILL BE MADE MONTHLY FOR THE COMPLETED PAY ESTIMATES AS OUTLINED IN SECTION 109.8 OF THE STANDARD SPECIFICATIONS.

7. THE DEPARTMENT RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS AND/OR QUANTITIES TO THIS CONTRACT. SUCH ADDITIONS OR DELETIONS SHALL NOT BE CAUSE FOR AN INCREASE OR DECREASE IN ANY CONTRACT UNIT BID PRICES. NO ITEM PRICES ARE TO BE RENEGOTIATED DUE TO EITHER AN INCREASE OR DECREASE IN QUANTITY USAGE RESULTING FROM SAID ADDITIONS OR DELETIONS. THE DEPARTMENT RESERVES

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THE RIGHT TO, AT ANY TIME DURING THE CONTRACT TERM, ISSUE PLAN REVISIONS, MAKE ADJUSTMENTS IN CONTRACT ITEM QUANTITIES, OR MAKE SUCH ALTERATIONS CONSIDERED NECESSARY TO SATISFACTORILY COMPLETE THE CONTRACT.

IF AN ITEM OF WORK IS ADDED TO THE CONTRACT, AND THE BID PRICES ARE NOT AVAILABLE, PRICES WILL BE NEGOTIATED OR PERFORMED BY FORCE ACCOUNT PROCEDURES IN ACCORDANCE WITH SUBSECTION 109.4 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR WILL PROCEED IMMEDIATELY WITH THE WORK SO ORDERED AND SUCH DIRECTION SHALL NEITHER INVALIDATE THE CONTRACT, NOR RELEASE THE SURETY.

8. THE PERIOD OF THIS CONTRACT SHALL BE VALID FOR ONE (1) CALENDAR YEAR FROM THE “NOTICE TO PROCEED”. THE CONTRACT MAY BE EXTENDED FOR UP TO TWO (2) ADDITIONAL, ONE-YEAR TERMS THROUGH NEGOTIATION BETWEEN THE CONTRACTOR AND THE DEPARTMENT OF TRANSPORTATION. NEGOTIATION SHOULD BE INITIATED NO LATER THAN NINETY (90) DAYS PRIOR TO THE TERMINATION OF THE CURRENT AGREEMENT. EACH ONE-YEAR EXTENSION MUST BE APPROVED BY BOTH PARTIES IN WRITING, AT LEAST 30 DAYS PRIOR TO THE EXPIRATION OF THE EXISTING CONTRACT.

9. PRICE ADJUSTMENT: UPON EXPIRATION OF THE INITIAL CONTRACT TERM OR FIRST CONTRACT EXTENSION (IF APPLICABLE), THE SUBSEQUENT ONE-YEAR CONTRACT EXTENSION MAY ADJUST PRICING BY MUTUAL WRITTEN AGREEMENT. THE PRICING MUST COVER THE FULL TERM OF THE CONTRACT EXTENSION PERIOD. IF THE PRICE DIFFERENCE FOR ANY EXTENSION PERIOD EXCEEDS THE PREVIOUS ONE-YEAR PERIOD, APPROVAL OF THE PRICE ADJUSTMENT SHALL BE AT THE DISCRETION OF THE DEPARTMENT. THE DEPARTMENT RETAINS THE RIGHT TO REJECT A REQUEST FOR FUTURE YEAR EXTENSIONS AT ANY TIME.

10. THE BID PROPOSAL INDICATES ESTIMATED QUANTITIES FOR THE CONTRACT. INITIAL LOCATION LIST WITH DESCRIPTIONS WILL BE PRESENTED IN A SEPARATE DOCUMENT.

11. ANY DAMAGE TO ITEMS NOTED TO BE RELOCATED OR RESET BY THE CONTRACTOR, AT THE DISCRETION OF THE ENGINEER, SHALL BE REPAIRED AND/OR REPLACED IN KIND AT THE CONTRACTOR’S EXPENSE.

12. 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 THE RELEVANT NORTH CONSTRUCTION DISTRICT WHO WILL COORDINATE AS NEEDED WITH THE DELDOT ENVIRONMENTAL STUDIES SECTION AT (302) 760-2264. IF AT ANY POINT IT IS DETERMINED THAT A PERMIT IS REQUIRED, NO WORK WITHIN WATERS/ WETLANDS SHALL BEGIN UNTIL ALL APPLICABLE PERMITS HAVE BEEN OBTAINED BY DELDOT. THE CONTRACTOR SHALL NOT BE HELD LIABLE FOR DELAYS TO THE COMMENCEMENT OF WORK OR IMPACTS TO THE CONSTRUCTION PROGRESS SCHEDULE DUE TO OBTAINING PERMITS. TIME CHARGES SHALL COMMENCE ON THE FIFTEENTH (15) CALENDAR DAY FOLLOWING THE CONTRACTOR’S RECEIPT OF APPLICABLE PERMITS.

13. 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 DEPARTMENT TO SECURE SUCH

TRESPASS NEEDS.

14. NO WORK NEAR OR WITHIN RAILROAD RIGHT-OF-WAY IS ANTICIPATED. SHOULD THE NEED OCCUR TO TRESPASS ONTO RAILROAD PROPERTY, INCLUDING HIGHWAY-RAIL CROSSINGS; CONTACT THE RELEVANT NORTH CONSTRUCTION DISTRICT WHO WILL COORDINATE AS NEEDED WITH THE DELDOT RAILROAD COORDINATOR AT (302) 760-4882 TO COORDINATE THE EXECUTION OF THE APPROPRIATE AGREEMENTS AND AUTHORIZATIONS REQUIRED FROM ANY RAILROAD COMPANY INVOLVED.

15. UNDERGROUND AND AERIAL UTILITIES MAY BE PRESENT AT ALL WORK ORDER LOCATIONS. THEREFORE, ALL STANDARD PRACTICES AND PROCEDURES REGARDING UTILITIES SHALL BE FOLLOWED. AS PER THE DELDOT STANDARD SPECIFICATIONS, NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ANY DELAYS, INCONVENIENCE, OR DAMAGE DUE TO ANY INTERFERENCE FROM THE UTILITY FACILITIES AND APPURTENANCES OR THE OPERATION OF MOVING THEM, EXCEPT THAT THE CONTRACTOR MAY BE GRANTED AN EQUITABLE EXTENSION OF TIME. SHOULD ANY CONFLICTS BE ENCOUNTERED AS A RESULT OF THE CONTRACTOR'S MEANS AND METHODS DURING CONSTRUCTION REQUIRING ADJUSTMENT AND/OR RELOCATION, THE NECESSARY RELOCATION WORK SHALL BE ACCOMPLISHED BY THE RESPECTIVE UTILITY COMPANY AND FUNDED BY THE STATE'S CONTRACTOR AS DIRECTED BY THE DISTRICT ENGINEER. THE CONTRACTOR SHALL CONTACT DELMARVA811 OF DELMARVA, A MINIMUM OF TWO WORKING DAYS PRIOR TO STARTING EACH WORK ORDER. 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. 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. THE CONTRACTOR IS RESPONSIBLE FOR THE SUPPORT AND PROTECTION OF ALL UTILITIES WHEN EXCAVATING. 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 IF NECESSARY. 16 DEL. C. § 7405B REQUIRES NOTIFICATION TO AND MUTUALLY AGREEABLE MEASURES FROM THE PUBLIC UTILITY OPERATING THE ELECTRICAL FACILITIES FOR ANY PERSON INTENDING TO CARRY ON ANY FUNCTION, ACTIVITY, WORK OR OPERATION WITHIN DANGEROUS PROXIMITY OF ANY HIGH VOLTAGE OVERHEAD ELECTRIC LINES. ALL CONTRACTORS/OTHER UTILITIES MUST ALSO MAINTAIN A DISTANCE OF 10 FEET FROM ALL OVERHEAD ENERGIZED LINES.

16. SEASONAL RESTRICTIONS MAY EXIST AT SELECT LOCATIONS TO BE PERFORMED UNDER THIS CONTRACT. THE DEPARTMENT WILL NOTIFY THE CONTRACTOR UPON ISSUANCE OF A NEW WORK ORDER OF ANY RESTRICTIONS.

17. ALL PORTLAND CEMENT CONCRETE MUST BE RECEIVED FROM AN APPROVED PRODUCTION PLANT. 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.

18. THE DELDOT PROJECT MANAGER SHALL BE RESPONSIBLE FOR COORDINATING WITH THE TRAFFIC SIGNAL CONSTRUCTION SECTION RELATING TO ANY IMPACTS TO TRAFFIC

SECTION FACILITIES (INCLUDING BUT NOT LIMITED TO TRAFFIC LOOPS, JUNCTION WELLS ETC.) AT LEAST 4 WEEKS IN ADVANCE OF THE START OF THE ACTIVITY.

19. IN ORDER TO MAINTAIN EFFECTIVE COMMUNICATION WITH THE TRAVELING PUBLIC, ONLY PLACE SIGNS, BANNERS, FLAGS, OR OTHER DISPLAYS WITHIN THE PROJECTS LIMITS THAT MEET THE REQUIREMENTS OF THE LATEST VERSION OF THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. ANY SIGNS OR OTHER MATERIALS WHICH DEVIATE FROM THE MUTCD, MUST BE PREAPPROVED BY THE ENGINEER. THE ONLY SIGNAGE AND MATERIALS WHICH MAY BE DISPLAYED UPON VEHICLES AND EQUIPMENT WITHIN THE PROJECT AREA ARE SIGNS DENOTING THE NAME OF THE CONTRACTOR AND ANY SUBCONTRACTORS AND OTHER SIGNS AND/OR MATERIALS REQUIRED AND APPROVED PURSUANT TO THE MUTCD AND THE ENGINEER. CONTRACTOR SHALL IMMEDIATELY REMOVE ANY SIGNS OR MATERIALS WITHIN THE PROJECT THAT DOES NOT MEET THESE REQUIREMENTS IMMEDIATELY UPON NOTIFICATION BY THE ENGINEER. FAILURE TO REMOVE SIGNS OR OTHER MATERIALS FOLLOWING NOTIFICATION FROM THE ENGINEER WILL RESULT IN LIQUIDATED DAMAGES BEING ASSESSED IN THE MANNER AND AMOUNT SPECIFIED IN THE STANDARD SPECIFICATIONS SECTION 108.9.A.

CONTRACT NOTES

1. ITEM 763622 CONSTRUCTION ENGINEERING, PAR REHABILITATION WILL COMPENSATE THE CONTRACTOR FOR SURVEY ACTIVITIES. INCLUDING COLLECTION OF SURVEY INFORMATION, PERFORMING COMPUTATIONS, LAYOUTS ASSOCIATED WITH ADA IMPROVEMENTS, PROVIDING GRADES FOR UTILITY ADJUSTMENTS, IF NECESSARY, THE LAYOUT OF LANE LINES FOR PAVING, GRADES FOR THE INSTALLATION OF DRAINAGE STRUCTURES OR OTHER ITEMS OF WORK AS DETERMINED BY THE ENGINEER. THE HOURLY PAYMENT WILL BE BASED UPON ACTUAL HOURS OF SURVEYING WORK PERFORMED IN THE OFFICE OR FIELD. THE SURVEY CREW WILL BE RESPONSIBLE UPON ARRIVAL AND DEPARTURE ON THE JOBSITE TO CONTACT A MEMBER OF THE INSPECTION STAFF SO THAT HOURS CAN BE TRACKED FOR PAYMENT. THE CONSEQUENCE FOR NOT COORDINATING WITH INSPECTION STAFF PRIOR TO PERFORMING FIELD SURVEY WORK WILL BE NON-PAYMENT FOR THE SURVEYING SERVICES. ALL HOURS MUST BE SUBSTANTIATED THROUGH INVOICING THAT DOCUMENTS THE NUMBER OF HOURS, THE LOCATION(S) BY WORK ORDER NUMBER, AND/OR PLAN REFERENCE AND DESCRIPTION OF THE SPECIFIC OFFICE OR FIELD TASKS PERFORMED.

2. TRASH, RUBBISH, DEBRIS, BRUSH OR OTHER OBSTRUCTIONS 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 763531 – WORK ORDER MOBILIZATION AND DEMOBILIZATION.

3. GRASS AND SOIL AREAS EITHER OUTSIDE OF THE LIMITS OF CONSTRUCTION OR REASONABLE LIMITS OF DISTURBANCE THAT HAVE BEEN DAMAGED BY THE CONTRACTOR'S EQUIPMENT DURING THIS CONTRACT SHALL BE RESTORED WITH TOPSOIL, SEED AND MULCH AS DIRECTED BY THE ENGINEER AT THE CONTRACTOR'S EXPENSE.

4. THE CONTRACTOR WILL CONTACT THE DELAWARE TMC AT 302-659-4600 PRIOR TO ANY UNMANNED AIRCRAFT VEHICLE (UAV) FLIGHTS. THE CONTRACTOR WILL BE REQUIRED

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TO PROVIDE THE FOLLOWING INFORMATION: THE REGISTRATION NUMBER OF THE UAV, THE FLIGHT TIME, LOCATION OF THE FLIGHT, THE PILOT'S NAME AND THE PILOT'S CONTACT NUMBER DURING THE FLIGHT.

5. THE CONTRACTOR SHALL REMOVE AND RESET ALL MAILBOXES TO MAINTAIN MAIL SERVICE AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL RELOCATE MAILBOXES AS REQUIRED BY ANY ISSUED WORK ORDERS AND AS DIRECTED BY THE ENGINEER. WHEN RELOCATING MAILBOXES IN CURBED SECTIONS, THE FACE OF THE MAILBOX SHALL BE FLUSH WITH THE BACK EDGE OF CURB. WHEN RELOCATING MAILBOXES IN OPEN SECTIONS, THE FACE OF THE MAILBOX SHALL SET BACK 8 INCHES FROM THE EDGE OF THE PAVED SHOULDER. THE BOTTOM OF THE MAILBOX SHALL BE POSITIONED IN ACCORDANCE WITH LATEST VERSION OF THE UNITED STATES POSTAL SERVICE GUIDELINES. MAILBOXES LOCATED AT DRIVEWAY ENTRANCES SHALL BE PLACED ON THE FAR SIDE OF THE DRIVEWAY IN THE DIRECTION OF TRAVEL. POSTS BEING RESET IN CONCRETE SIDEWALK SHALL BE PLACED IN AN APPROPRIATE SIZE PVC SLEEVE. ACCEPTABLE POST SHALL BE 4-INCH X 4-INCH WOOD POST OR 4-INCH DIAMETER WOOD POST. FOR RELOCATING MULTIPLE MAILBOXES TOGETHER ALL POST SHALL BE SEPARATED BY A DISTANCE OF NO LESS THAN $\frac{3}{4}$ OF THEIR FULL HEIGHT ABOVE THE GROUND. MULTIPLE MAILBOXES ATTACHED TO A SINGLE HORIZONTAL BOARD SHALL NOT BE LOCATED INSIDE THE CLEAR ZONE. EACH MAILBOX SHALL BE PLACED ON AN INDIVIDUAL POST MEETING THE CRITERIA ABOVE. ALL MAILBOXES SHALL BE SET NOT TO IMPEDE THE MINIMUM PAR (PEDESTRIAN ACCESS ROUTE) WIDTH AS DETERMINED BY THE CURRENT EDITION OF THE PEDESTRIAN ACCESSIBILITY STANDARDS FOR FACILITIES IN THE PUBLIC RIGHT OF WAY. COSTS FOR ALL WORK AND MATERIALS FOR RESETTING OF THE MAILBOXES SHALL BE INCIDENTAL TO THE CONTRACT.

6. THE PAVEMENT SECTION FOR FLEXIBLE PAVEMENT RESIDENTIAL DRIVEWAYS SHALL BE 2" BITUMINOUS CONCRETE, TYPE 'C' OVER 8" GRADED AGGREGATE BASE COURSE, TYPE 'B' UNLESS OTHERWISE NOTED ON THE PLANS OR AS DETERMINED BY THE ENGINEER IN THE FIELD AS NEEDED TO MATCH EXISTING.

7. STATION AND ELEVATION DATA GIVEN FOR DRAINAGE STRUCTURES ARE TO BE APPLIED TO THE CENTER OF THE GRATE FOR INLETS AND TO THE CENTER OF THE STRUCTURE FOR JUNCTION BOXES AND MANHOLES.

8. IN AREAS WHERE PROPOSED CURB MEETS EXISTING CURB AND THE TWO CURB TYPES ARE NOT SIMILAR, THE PROPOSED CURB SHALL BE TRANSITIONED IN 10 LINEAR FEET, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. PAYMENT FOR THIS WORK, INCLUDING SAW CUTTING EXISTING CURB SHALL BE INCIDENTAL TO THE PROPOSED CURB ITEM.

9. WHERE PROPOSED CONCRETE SIDEWALK IS CONSTRUCTED TO MEET EXISTING SIDEWALK, THE EXISTING SIDEWALK SHALL BE SAWCUT AT THE TIE-IN POINT OR MEET THE NEAREST EXISTING SIDEWALK JOINT. ALL SAW CUTTING SHALL BE FULL DEPTH, UNLESS OTHERWISE NOTED ON THE PLANS OR DIRECTED BY THE ENGINEER AND SHALL BE PAID FOR UNDER ITEM 762001 – SAW CUTTING, CONCRETE, FULL DEPTH.

10. PORTLAND CEMENT CONCRETE CHANNELIZING ISLANDS THAT ARE LESS THAN 75 SQ. FT. MAY BE POURED MONOLITHICALLY, OR AS DIRECTED BY THE ENGINEER.

11. FOR FULL DEPTH PAVEMENT CONSTRUCTION, PEDESTRIAN CONNECTION CONSTRUCTION, SIDEWALK CONSTRUCTION, AND/OR UTILITY RELOCATIONS, BARE SOILS SHALL BE COVERED WITHIN THREE (3) CALENDAR DAYS TO PREVENT EROSION. THIS CAN BE ACCOMPLISHED BY PLACING PROPOSED SUBBASE MATERIAL SUCH AS GRADED AGGREGATE BASE COURSE (GABC) OR GEOTEXTILE / PLASTIC SHEETING THAT IS SECURED SO AS TO NOT BLOW AWAY OR BE UNDERMINED BY RUNOFF, OR AS OTHERWISE DIRECTED BY THE ENGINEER.

12. IF WETLANDS ARE LOCATED IN THE VICINITY OF A WORK ORDER, THE ENGINEER MAY REQUEST THAT THE CONTRACTOR FLAG THE WETLAND AREA. THE WORK REQUIRED FOR WETLAND FLAGGING SHALL BE MEASURED AND PAID IN ACCORDANCE WITH 763622 – CONSTRUCTION ENGINEERING, PAR REHABILITATION. THE MATERIAL TO BE USED FOR FLAGGING THE LIMITS OF CONSTRUCTION SHALL BE ORANGE VINYL MATERIAL WITH THE WORDING "WETLAND BOUNDARY" PRINTED THEREON. IN WOODED AREAS, THE FLAGGING SHALL BE TIED ON THE TREES, AT APPROXIMATE 20-FOOT INTERVALS THROUGH WETLAND AREAS. IN OPEN FIELD AND YARD AREAS THAT HAVE BEEN IDENTIFIED AS WETLANDS, 6-FOOT POSTS SHALL BE DRIVEN INTO THE GROUND AT APPROXIMATE 20-FOOT INTERVALS AND TIED WITH THE FLAGGING. IF THE FLAGGING HAS BEEN DESTROYED AS A RESULT OF THE CONTRACTOR'S MEANS AND METHODS AND THE ENGINEER DETERMINES THAT ITS USE IS STILL REQUIRED, THE CONTRACTOR SHALL REFLAG THE AREA AT NO COST TO THE DEPARTMENT. IF THE CONTRACTOR, AFTER NOTIFICATION BY THE ENGINEER THAT REPLACEMENT FLAGGING IS NEEDED, DOES NOT REPLACE THE DESTROYED FLAGGING WITHIN 48 HOURS, THE ENGINEER MAY PROCEED TO HAVE THE AREA REFLAGGED. THE COST OF THE REFLAGGING BY THE ENGINEER WILL BE CHARGED TO THE CONTRACTOR AND DEDUCTED FROM ANY MONIES DUE UNDER THE CONTRACT. AT THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL REMOVE ALL POSTS AND FLAGGING.

MAINTENANCE OF TRAFFIC

1. ALL WORK SHALL BE PERFORMED IN A MANNER THAT SHALL ENSURE THE LEAST PRACTICAL OBSTRUCTION TO ALL ROAD USERS, INCLUDING VEHICULAR, PEDESTRIAN, AND BICYCLE TRAFFIC, AND SHALL COMPLY WITH THE REQUIREMENTS SPECIFIED IN THE LATEST VERSION OF THE "DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (DEMUTCD) PART 6, INCLUDING REVISIONS IN EFFECT AT THE TIME OF ADVERTISEMENT FOR BIDS.

2. THE CONTRACTOR SHALL SUBMIT TEMPORARY TRAFFIC CONTROL DEVICE SOURCE OF SUPPLY DOCUMENTATION FOR THE DEPARTMENT'S APPROVAL AS REQUIRED PER STANDARD SPECIFICATION SECTION 106.1.

3. THE DELDOT PROJECT MANAGER SHALL BE NOTIFIED OF ANY ANTICIPATED TEMPORARY/PERMANENT IMPACT TO TRAFFIC SIGNALS AND/OR TRAFFIC EQUIPMENT. THESE IMPACTS TO TRAFFIC SIGNALS AND/OR TRAFFIC EQUIPMENT MUST BE REVIEWED BY THE DELDOT TRAFFIC SIGNAL CONSTRUCTION SECTION PRIOR TO CONSTRUCTION. THEY CAN BE CONTACTED AT 302-659-4060.

4. THE CONTRACTOR SHALL HAVE AN AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA) SUPERVISOR ASSIGNED TO EACH WORK ORDER LOCATION AS DIRECTED BY THE ENGINEER AND THAT PERSON'S SOLE RESPONSIBILITY SHALL BE THE

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MANAGEMENT AND SUPERVISION OF THE WORK ORDER'S TEMPORARY TRAFFIC CONTROL ACTIVITIES. THIS PERSON SHALL NOT HAVE ANY OTHER ROLE ON THE WORK ORDER LOCATION. RESPONSIBILITIES AND REQUIREMENTS OF THE ATSSASUPERVISOR ARE DEFINED IN SECTION 812 OF THE STANDARD SPECIFICATIONS, PAYMENT FOR ATSSA SUPERVISOR IS INCIDENTAL TO ITEM 801000 – MAINTENANCE OF TRAFFIC.

5. MAINTAIN SIGNS THAT MUST REMAIN IN PLACE DURING THE PROJECT AS NOTED IN THE CONTRACT DOCUMENTS AND/OR AS DIRECTED BY THE ENGINEER. REMOVE OR COVER ANY EXISTING SIGNS THAT CONFLICT WITH ANY CONSTRUCTION SIGNS, AND AS DIRECTED BY THE ENGINEER. PROPERLY STORE REMOVED SIGNS TO PREVENT LOSS OR DAMAGE. REPAIR OR REPLACE ANY LOST OR DAMAGED EXISTING SIGNS AT THE CONTRACTOR EXPENSE.

6. THE CONTRACTOR WILL BE RESPONSIBLE TO CORRECT ANY ERRONEOUS PAVEMENT MARKINGS IMMEDIATELY AND AT THE CONTRACTOR'S EXPENSE. ERRONEOUS MARKINGS OR SHADOWS THAT EXCEED ONE (1) INCH IN WIDTH SHALL BE REMOVED BY EITHER SAND OR WATER BLASTING OR BLACK OUT PAINT IN ACCORDANCE WITH SECTION 817. ANY DAMAGE TO THE PAVEMENT CAUSED BY THE REMOVAL OF ERRONEOUS MARKINGS SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE.

7. BEFORE TRAFFIC IS RETURNED TO UNRESTRICTED ROADWAY USE, TEMPORARY STRIPING SHALL BE UTILIZED AT LOCATIONS THAT REQUIRE PERMANENT STRIPING. TEMPORARY PAVEMENT MARKINGS SHALL BE MEASURED AND PAID IN ACCORDANCE WITH ITEM 817003 – TEMPORARY MARKINGS, PAINT, 4" AND ITEM 817004 – TEMPORARY MARKINGS, PAINT, SYMBOL/LEGEND. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE TEMPORARY MARKINGS PER STANDARD SPECIFICATION SECTION 801.3.4 SUCH THAT THE PAVEMENT IS PROPERLY DELINEATED AT ALL TIMES. ANY REFRESHING OF THE TEMPORARY MARKINGS WILL BE AT THE CONTRACTOR'S EXPENSE.

8. PLACEMENT OF TEMPORARY MARKINGS SHALL RECEIVE PRIOR APPROVAL FROM THE ENGINEER. TEMPORARY PAVEMENT MARKING MATERIAL SHALL FOLLOWING STRIPING ITEMS GUIDELINES – 2020 STANDARD SPECIFICATIONS ON DELDOT'S DESIGN RESOURCE CENTER (DRC).

9. PEDESTRIAN MAINTENANCE OF TRAFFIC:

- THIS WORK SHALL CONSIST OF PROVIDING AND MAINTAINING AN ACCESSIBLE PEDESTRIAN ROUTE WHEN EXISTING PEDESTRIAN FACILITIES ARE DISRUPTED, CLOSED, OR RELOCATED IN A TEMPORARY TRAFFIC CONTROL ZONE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 (ADA) TITLE II, PARAGRAPH 35.130.
- THE CONTRACTOR SHALL BE REQUIRED TO REVIEW EACH PEDESTRIAN CONNECTION LOCATION AND SUBMIT THE APPROPRIATE MAINTENANCE OF TRAFFIC DETAIL AND DEVICES TO THE ENGINEER FOR EACH LOCATION FOURTEEN (14) DAYS BEFORE CONSTRUCTION FOR REVIEW, COMMENT, AND APPROVAL BY THE DISTRICT TRAFFIC SAFETY OFFICER
- 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.

- PROVIDE PEDESTRIAN ACCESS THROUGH OR AROUND THE WORK ZONE. THE CONTRACTOR MAY ELECT TO MAINTAIN ACCESS EITHER WITH A PEDESTRIAN DETOUR OR A PEDESTRIAN FLAGGER. THIS INFORMATION MUST BE DOCUMENTED IN THE CONTRACTOR'S SUBMISSION TO THE DEPARTMENT FOR MOT APPROVAL. IF A DETOUR IS CHOSEN, THE DETOUR ROUTE MUST MEET OR EXCEED THE CURRENT ACCESS 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. MINIMIZE THE NUMBER OF DISTURBED AREAS AT ANY GIVEN TIME, AS DIRECTED BY THE ENGINEER.
- 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 UNIFORM MATERIAL THAT IS FIRM, STABLE, AND SLIP RESISTANT MEETING ALL REQUIREMENTS IN THE STANDARD SPECIFICATIONS FOR TEMPORARY PEDESTRIAN PATHWAYS 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.

10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO AND ALONG PEDESTRIAN FACILITIES AT ALL TIMES DURING CONSTRUCTION. FOR ANY PEDESTRIAN CONNECTION AND/OR SIDEWALK AREAS UNDER CONSTRUCTION THAT CLOSE OR BLOCK A PEDESTRIAN ROUTE FOR AN EXTENDED PERIOD, ALTERNATE PEDESTRIAN ACCESS SHALL BE PROVIDED, APPROVED AND MAINTAINED AS DIRECTED BY THE ENGINEER. ALL COSTS SHALL BE INCIDENTAL TO ITEM 801000 – MAINTENANCE OF TRAFFIC.

11. PEDESTRIAN FLAGGER: ADDITIONAL QUANTITY HAS BEEN ESTIMATED FOR ITEMS 811001 - FLAGGER, NEW CASTLE COUNTY AND 811013 - FLAGGER, NEW CASTLE COUNTY, OVERTIME TO PROVIDE A FLAGGER PRESENCE DURING PEDESTRIAN CONNECTION CONSTRUCTION AS DIRECTED BY THE ENGINEER. AS NECESSARY, THE FLAGGER WILL BE PRESENT TO PROVIDE SAFE PEDESTRIAN MOVEMENTS AT LOCATIONS WHERE NORMAL PEDESTRIAN MOVEMENTS HAVE BEEN INTERRUPTED.

12. THE USE OF MILLINGS AND GRADED AGGREGATE BASE COURSE (GABC) IN THE TRAVEL WAY, TEMPORARY TRAVEL WAY, HIGH VOLUME ENTRANCES AND ACCESS RAMP FOR THE PURPOSE OF PROVIDING A TEMPORARY ROADWAY SURFACE, POT HOLE REPAIR, TAPERED EDGE FOR UTILITIES, BUTT JOINTS, AND LONGITUDINAL DROP-OFFS (MILLING AND PAVING OPERATIONS) IS PROHIBITED UNLESS IT IS OTHERWISE DESIGNATED TO BE USED IN THE CONTRACT PLANS. USE COLD PATCH, BITUMINOUS CONCRETE, BITUMINOUS CONCRETE WEDGE, OR TAPER MILL, AS NOTED IN THE CONTRACT DOCUMENTS OR APPROVED BY THE ENGINEER. PAYMENT FOR COLD PATCH, BITUMINOUS CONCRETE OR BITUMINOUS CONCRETE WEDGE SHALL BE PAID AS NOTED

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IN THE CONTRACT DOCUMENTS. TAPER MILL BITUMINOUS CONCRETE SHALL BE PAID UNDER THE BITUMINOUS CONCRETE MILLING ITEM.

MILLINGS OR GABC SHALL BE USED AT THE FOLLOWING LOCATIONS WHERE ACCESS TO A BUSINESS, RESIDENCE, OR EDGE DROP OFF NEEDS TO BE MAINTAINED UNLESS OTHERWISE NOTED IN THE PLANS OR DIRECTED BY THE ENGINEER TO USE BITUMINOUS CONCRETE OR COLD PATCH. ALL MILLINGS AND GABC WILL BE ROLLED AND COMPACTED TO HELP PREVENT THE MATERIAL FROM UNRAVELLING:

- a. DRIVEWAYS
- b. ENTRANCES
- c. LOW VOLUME ACCESS RAMPS (IDENTIFIED IN THE CONTRACT DOCUMENTS)
- d. EDGE DROP-OFFS ADJACENT TO LIVE ROADWAY (LANES AND SHOULDER) AND THE PROPOSED ROAD CONSTRUCTION
- e. EDGE OF ROADWAY DROP-OFF

GRADING AND MAINTAINING BASE COURSE THAT IS BEING USED FOR ROADWAY WEDGE/FILLET BETWEEN TRAVEL LANES AND PAVEMENT BOX, EDGE OF TRAVEL WAY, DRIVEWAY OR ENTRANCE ACCESS SHALL BE INCIDENTAL TO ITEM NO. 801000 - MAINTENANCE OF TRAFFIC. THE BASE COURSE MATERIAL SHALL BE PLACED AT NO GREATER THAN THE SLOPE SPECIFIED IN TABLE 6G-1 AND SHALL BE COMPACTED. EXCESS BASE COURSE MATERIAL SHALL BE PUSHED AHEAD AND USED IN THE NEXT SEGMENT AND SHALL BE INCIDENTAL TO THE PARTICULAR BASE COURSE PAY ITEM. NO SEPARATE PAYMENT SHALL BE MADE FOR MILLINGS OR GABC TEMPORARY ROADWAY MATERIAL (TRM) USED TO PROTECT EDGE DROP-OFFS, UNLESS THE MATERIAL IS EVENTUALLY UTILIZED AS PART OF A PERMANENT ROADWAY AT WHICH TIME THE MATERIAL WOULD BE PAID FOR UNDER THE RESPECTIVE CONTRACT MATERIAL ITEM.

VERTICAL DIFFERENCES SHALL BE CORRECTED IN ACCORDANCE WITH TABLE 6G-1 OF THE DELAWARE MUTCD.

13. THE SAFETY MEASURES OUTLINED WITHIN THIS CONTRACT AND THE DELAWARE MUTCD ARE NOT 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 DURING 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 WITH GUIDANCE FROM THE TRAFFIC SAFETY SECTION. ALL COSTS FOR DEVELOPING AND SUBMITTING THIS JUSTIFICATION DOCUMENTATION IS INCIDENTAL TO 801000 – MAINTENANCE OF TRAFFIC.