

104.04 MAINTENANCE OF TRAFFIC.

- (a) All Facilities Safe and Passable. All facilities to be used by the traveling public, including temporary highways, bridges, sidewalks, and approaches as necessary to accommodate the vehicular or pedestrian traffic diverted from the facility undergoing improvements, shall be provided and maintained in a safe and passable condition. All traffic control plans and devices shall conform to the latest edition of the MUTCD.
- (b) Service Shall Be Maintained. During working hours, at a minimum, one-lane traffic will be maintained. Working hours will be limited to the period between sunrise and sunset. At a minimum, one-lane traffic highway facilities shall be open to the unrestricted two-way flow of traffic, unless otherwise shown on the Plans or directed by the Engineer. Wherever one-way traffic is being maintained by the Contractor, the traveling public shall not be delayed more than 10 minutes. However, two-way traffic shall be re-established during all holiday periods, temporary shutdowns, and any other periods designated by the Engineer.
- (c) Traffic Control Plan; Alternate Plan. When the Plans contain an Agency designed traffic control plan that includes, but is not limited to, references to Standard Drawings, the Contractor may submit an alternate traffic control plan for the project. This alternate plan may be for the entire traffic control plan of the project or for one or more phases of the Agency's design in the Plans, including the specific location of the lanes where the traffic will be maintained. The submitted alternative must include complete construction details, including all facets of traffic control, to the same extent as provided in the Agency design. The Agency shall have 30 calendar days to review the proposed alternative and to make changes before it is implemented.

- (d) Detours and Temporary Bridges. Detours necessary for public travel which are not contiguous to the work will be designated by the Agency unless otherwise provided. When contiguous to the work, detours shall be constructed and maintained by the Contractor and no compensation will be allowed to the Contractor except as provided in the Contract. If the Contractor elects to construct a temporary bridge on a detour contiguous to the work over which traffic is to be maintained while a culvert or bridge is being constructed, the temporary bridge shall be constructed according to Section 528. The expense of the construction, maintenance, and removal of a temporary bridge and its approaches, and all incidental work pertaining thereto, shall not be paid directly, but shall be incidental to all other Contract items. The Contractor shall be responsible to the public for the structural adequacy and safety of these structures and approaches. The Contractor shall provide, erect, and maintain all necessary barricades, lights, signs, signals, other traffic control devices, and flaggers required in accordance with Subsections 107.08 and 107.09.
- (e) Winter Maintenance On Active Projects. If conditions on active projects (not closed down for the winter) require snowplowing, sanding, or salting of the highway, including temporary highways, temporary sidewalks, detours, and bridges, the Contractor shall perform such snowplowing, sanding, and salting. The costs for snowplowing and sanding will be paid for under the Contract item Roadway Patrol Maintenance, and salting will be paid for under the Contract item Dust and Ice Control with Calcium Chloride.
- (f) Winter Maintenance On Closed Projects. When a project is closed down for the winter season, the Contractor shall leave the project in a satisfactory condition for the traveling public and in a condition suitable for normal and satisfactory winter maintenance. The full depth of subbase shall be placed over portions of the road under construction and used by the traveling public unless otherwise shown on the Plans or directed by the Engineer. During the period that the project is officially closed down for the winter season, the State, a political subdivision thereof, or other properly designated entity will assume responsibility for snowplowing, salting, and sanding. This shall not relieve the Contractor of any other responsibilities regarding public convenience and safety as specified in this Section, from the liabilities as specified in Section 107, or as specified elsewhere in the Contract. If unsatisfactory travel conditions or

ruts develop in the traveled way or other construction defects or conditions dangerous to the traveling public develop, whether arising from the execution or non-execution of the work, the Contractor may be directed to return to the construction site and carry out necessary measures to satisfactorily remedy the situation; the cost for said work will be included as part of the cost of the items in the Contract, with no additional payment. If the Contractor fails to carry out the measures to satisfactorily remedy the situation immediately, the Engineer may cause the work to be performed and deduct the cost from any monies due or to become due to the Contractor. If the closing of a project is due to the Contractor's inability to complete the Contract before the Contract completion date, the Contractor shall bear all costs associated with making the project acceptable to the Engineer for winter shut down.

- (g) Closed Projects; Temporary Traffic Control Devices. When a project is closed down for the winter season or for any other reason, the Contractor shall erect and maintain temporary guardrail, guide posts, barricades, warning signs, and other traffic control devices throughout the length of the project as directed by the Engineer. These temporary installations shall conform to requirements for the permanent items except that approved, used material may be substituted; they shall be removed when the Engineer indicates they are no longer required. The installation, maintenance and removal of temporary guardrail, guide posts, barricades, warning signs, and other traffic control devices will not be paid for directly, but will be incidental to other items in the Contract.
- (h) Closed Projects; Guardrail. When the Contract specifies that the base course or the binder course of pavement be placed prior to suspension of work for the winter season, permanent, rather than temporary, guardrail shall be installed in accordance with the Plans. No payments will be made for adjustments to these permanent installations in order to accomplish work when construction resumes in the spring.
- (i) Suspension of Work; Contractor Responsibility. If, regardless of the cause, construction is suspended on the project before the completion, acceptance, and termination of the Contractor's responsibility as defined under Subsection 108.15, the Contractor shall take precautions against injury or damage to the work and shall reinstall any damaged work as specified under Subsection 107.18.

- (j) Traffic Control Devices. All traffic control devices shall be presented to the Engineer for approval prior to placement on the project. At no time will traffic control devices that do not have the specified reflectivity sheeting or are dirty, damaged, or unacceptable to the Engineer be placed or remain on the project.

All traffic control devices, including but not limited to signs, pavement markings, pavement marking removals, temporary traffic barrier, barricades, reflectorized plastic drums, cones, flashing arrow boards, and detours shall conform to the latest edition of the MUTCD, shall be approved by the Engineer, shall be installed to the satisfaction of the Engineer, and shall be functioning prior to the beginning of work.

- (k) Reflectorized Sheeting; Cleaning; Costs. All reflectorized sheeting on the project shall be cleaned on a bi-weekly basis unless more frequent cleaning is directed by the Engineer. The cost of this work will not be paid for directly, but will be incidental to all other Contract items.
- (l) Traffic Control Devices During Construction; Costs. Costs involved in covering, uncovering, and otherwise adjusting the signing and traffic control devices during construction to conform to the changing requirements of traffic flow around and through various construction operations will not be paid for directly, but will be incidental to all other Contract items.
- (m) Suspension of Work; Treatment of Signing; Costs. Costs involved in covering or removing signs at the beginning of a suspension of work, including winter shutdown, and in uncovering or re-installing the signs at the end of a suspension of work will not be paid for directly, but will be incidental to all other Contract items. Such signing adjustments shall be performed as directed by the Engineer.

104.05 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS. The Contractor shall remove any existing structure, parts of structure, or other obstructions which interfere in any way with the new construction or which is shown on the Plans to be removed.

Unless otherwise provided, all salvageable material being removed shall become the property of the Contractor and shall be disposed of and/or recycled as authorized by the Engineer. Salvage generated by utility relocation shall remain the property of the applicable utility.