

ITEM 10619.0111 M - MAINTENANCE AND PROTECTION OF TRAFFIC (NON-RESTRICTED HIGHWAYS)

DESCRIPTION

This work shall apply specifically to non-restricted highways and shall consist of maintaining traffic and protecting the traveling public from damage to person and property within the limits of and for the duration of the contract in accordance with the Contract Documents and as directed by the Engineer.

MATERIALS

All materials used shall comply with the requirements of the appropriate subsections of Section 619-2, or as established by these specifications or on the plans.

CONSTRUCTION DETAILS

A. General. The construction details specified in subsection 619-3.01, "Basic Maintenance and Protection of Traffic, General" shall apply with the following exceptions:

- (1) The Contractor will not be required to repair and maintain the surface of the traveled way except to do repair to damages resulting from his operations.
- (2) All travel lanes and shoulders shall be cleared of all obstructions including traffic control devices, made safe for travel, and returned to service at the conclusion of each authorized workday.
- (3) The Contractor shall furnish, move, remove and maintain signs, flashing beacons, and Type III barricades if needed in accordance with the subsections 619-3.01 through 3.03 and in accordance with the appropriate traffic control schemes shown in Part 302 of the New York State Manual of Uniform Traffic Control Devices, as shown in the plans or as ordered by the Engineer.

METHOD OF MEASUREMENT

The work of maintenance and protection of traffic will be paid for on a lump sum basis proportional to the total dollar amount of all contract items paid in the contract, excluding this item, divided by the total dollar amount of the price bid for the contract, excluding this item.

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Calculations for final payment and monthly payment shall be made using the following formula:

$$\text{Final Payment} = \frac{(\text{TD} \times \text{MP})}{\text{BP}} - \text{Sum of Monthly Payment}$$

$$\text{Monthly Payment} = \frac{\text{MD} \times \text{MP}}{\text{BP}}$$

BP = Bid Price of all contract items exclusive of Maintenance and Protection of Traffic (Non-Restricted Highway).

TD = Total Final Dollar amount of all contract items paid exclusive of Maintenance and Protection of Traffic (Non-Restricted Highway).

MD = Monthly Dollar amount of all contract items paid exclusive of Maintenance and Protection of Traffic (Non-Restricted Highway).

MP = Bid Price of Maintenance and Protection (Non-Restricted Highway).

BASIS OF PAYMENT

The lump sum bid for this item shall include the cost of furnishing all labor, materials and equipment necessary to satisfactorily complete the work encompassed.

The cost of construction signs and protective devices, shall be included in the lump sum price bid for this work.

Monthly payments will be made for this item in proportion to the total amount of work completed less amounts deducted for unsatisfactory performance and liquidated damages.

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In the event that the Engineer determines that traffic is not maintained adequately and/or safely on any part of the contract, on any day, no payment for maintenance and protection of traffic will be made for that day. The amount of daily non-payment for unsatisfactory performance under this item will be determined by dividing the lump sum amount to be paid for this item by the number of calendar days between the date of award and the date of completion as designated in the proposal without regard to any extension time with a minimum of \$50 per day. This amount may be deducted from any monies due the Contractor on this contract.

In addition, liquidated damages will be assessed at the rate shown in Table 108-1 of Subsection 108-03 for each calendar day or part thereof that a cited deficiency resulting in non-payment, as prescribed herein, is not corrected or is permitted to recur.

If the Contractor fails to maintain and protect traffic adequately and safely for a period of 24 hours, the Engineer may correct the adverse conditions by the use of State forces, augmented if necessary by such other equipment and personnel as it may be necessary to hire, and the entire cost of this work by such forces shall be deducted from any monies due the Contractor on this contract. The cost of this work shall be in addition to the liquidated damages and the daily non-payment deductions listed above.