ENGINEERING DIRECTIVES AND STANDARDS

Volume	Chapter	Section	Directive Number	Effective Date
III	1	1	23	7/18/1990

SUBJECT: DEVELOPMENT OF TRAFFIC CONTROL PLAN

1. PURPOSE: The purpose of this directive is to provide guidance in establishing and implementing a Traffic Control Plan for safely controlling traffic through construction projects and other work zones.

2. SCOPE: This directive outlines the basic development and implementation requirements of a Traffic Control Plan and is applicable to all projects.

3. POLICY: It will be the policy of the DOTD to develop and implement procedures consistent with the MUTCD and Standard Plans for safely controlling traffic through construction projects and other work zones. When the MUTCD and Standard Plans are not applicable, special provisions will be deployed during the project planning and design stages.

A. Development of a Traffic Control Plan. During the planning and design stages a Traffic Control Plan will be developed for all projects. As a minimum, the Traffic Control Plan will consist of a detailed line diagram; more complex projects will require more detailed plan designed especially for the specific project. This Traffic Control Plan will be referenced, as applicable, to the MUTCD, Standard Plans, and/or special provisions.

Plan Sheets pertaining to the sequence of construction and handling of traffic will be included in the plan-in-hand prints as appropriate. The plan-in-hand party will determine the adequacy of these plans with reference to existing field conditions and traffic pattern,

After a project is let, the contractor may submit his own Traffic Control Plan, but any deviation from plans or specifications must be approved by plan change.

B. Implementation. It shall be the responsibility of the Project Engineer to assure that the Traffic Control Plan is effectively administered, in accordance with the following:

(1) Location of each sign and/or barricade as originally erected, including date of erection, station number, side centerline, etc. will be entered in detail in the project diary.

(2) A daily statement concerning signs and barricades will be entered in the project diary. This statement should include notations about any knockdowns or deficiencies, when the contractor was notified to correct such, and any other applicable information. Notation should be made as to time and date of knockdown.

(3) Project personnel shall exercise surveillance over traffic operations and report and areas which appear to be causing problems. Should additions or alterations to the Traffic Control Plan appear necessary, the District Traffic Operations Engineer shall be consulted. These changes, when implemented shall be noted in the project diary.

(4) Signing, barricades, and warning lights should be noted at points of hazard within a project in sufficient detail to adequately describe the condition, without relying on memory.

(5) A complete report should be made in the project diary concerning all conditions before and after an accident. The District Safety Inspector shall be called when serious accidents occur. He will take photographs and a prepare a report separate from that of the project personnel.

(6) A complete report will be made in the project diary of the dates when striping and permanent signing is accomplished, the nature and location of the striping or permanent signs, and date or dates upon which signs installed by the contractor are removed.

In addition to the above, the Project Manager will notify the contractor's project superintendent when deficiencies are discovered, and will require that corrections be made immediately. If no action is taken, the Project Engineer should notify the contractor's home office, in writing, advising as to the importance of the matter.

Should the situation be of a critical nature, where safety if compromised, and the contractor will not or cannot promptly respond, the Project Engineer will notify the District Administrator. The District Administrator will determine, to his satisfaction, that an emergency situation exists and will enter upon the project with Department personnel and equipment and place signs, barricades, lights and any other device (including flagmen) which are considered necessary to correct the hazardous conditions. All costs for this work will be recorded and will be deducted from subsequent estimate or estimates.

C. In-Depth Inspection. An in-depth inspection will be made periodically on all construction project s to assure compliance with the Traffic Control Plan. This inspection will be made by personnel from the Traffic and Planning Section accompanied by the District Traffic Operations Engineer, the project contractor, the Project Engineer and, if applicable, the Federal Highway Administration. A detailed report will be made on each project inspected, assessing the effectiveness of the Traffic Control Plan and noting any deficiencies. A copy of this report will be distributed to the DOTD Construction Engineering Administrator, the District Construction Engineer, the Project Engineer, the Federal Highway Administration (where applicable), the Traffic and Planning Section, and the project contractor. It will be the responsibility of the Project Engineer to have deficiencies promptly corrected and to inform the DOTD Construction Engineering Administrator of all corrective actions taken.

D. Pay Items. The contract will contain pay items applicable to the Traffic Control Plan being used.

E. Training. The supervisors of all persons in charge of design, development and implementation of the Traffic Control Plan will be responsible for assuring that their people have received adequate training. It shall be the responsibility of the Project Engineer to assure that all personnel under his supervision associated with traffic control duties have completed traffic control offered by the Department. Whenever possible, they are also to attend any additional workshops or courses in traffic control.

F. Materials. All signing materials, barricades, warning lights and other devices shall be sampled and tested in accordance with the Materials Sampling Manual and the project specifications. Deteriorations due to latent fabrication problems, mishandling or aging shall be cause for rejection by the Project Engineer. It shall also be the Project Engineer's responsibility to periodically evaluate the reflective and message quality of all signs to determine if they adequately perform in accordance with the specifications.

4. OTHER ISSUANCES AFFECTED: This directive supersedes EDSM No. III.1.1.23 dated April 1978. All directives, memoranda or instructions issued in conflict with the directive are hereby rescinded.

5. EFFECTIVE DATE. This directive will become effective immediately upon receipt.

DEMPSEY D. WHITE
DOTD CHIEF ENGINEER

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

REPORT OF INSPECTION

Print, do not type, this report. Prepare five copies.

STATE PROJECT NO.	FAP NUMBER

PROJECT NAME (Route number and parish name not required.)

The location described below and shown on the attached map was surveyed for evidence of cultural artifacts, archaeological and historical material.

Evidence of such material ☐ was ☐ was not found.

Intended use of this site ☐ borrow ☐ muck disposal.

The contractor ☐ does ☐ does not intend using this site.

If evidence of such material was found, by copy of this report it is hereby requested that the Public Hearing and Environmental Section promptly make a determination of significance in accordance with EDSM III. 1. 1. 22.

SIGNED NAME	TITLE
PRINTED NAME	**TELEPHONE NUMBER**

DISTRIBUTION
Original - Project Engineer
Copy - Project Engineer
Copy - Public Hearing and Environmental Section
Copy - Construction Section
Copy - Retain for your records

According to the specifications the charges for not completing a project within the time allotted is liquidated damage, not penalty. If applied as a penalty, it would be the amount that the contractor would forfeit due to his breaching his agreement to complete the project within the allowed contract time.

Liquidated damage is compensation to the Department for that loss or harm the Department (or public) suffers as a consequence of a project not being completed on time. The damages may or may not be less after the work is in a condition for safe and convenient use by the public. If all or part of the liquidated damages are to be waived, it must be done after a careful and complete consideration of all factors; and the waiver is accomplished by extending the contract time by an appropriate amount.

Part II. CONTRACT TIME CHARGES, WORKING DAY PROJECTS

Subsection 108.03 requires that the contractor furnish the Department a construction progress schedule which will be used as the basis of establishing the controlling items of work, assessing contract time and checking on the progress of the work. The subsection further goes on to state that:

> If the contractor's operations are materially affected by changes in the plans or amount of work, or if he has failed to comply with the approved schedule, the contractor shall submit a revised Construction Progress Schedule. If requested by the engineer, this schedule shall show how he proposes to prosecute the balance of the work. In this case, the contractor shall submit the revised schedule within 10 days after the date of request. The schedule may be revised upon request of either party, but before a revision requested by the contractor will apply, it must be approved by the engineer.

In the above quoted paragraph, note that it is the contractor's responsibility to submit a revised construction progress schedule if, for any reason, he is not complying with the approved schedule. In other words, if the contractor is not following the schedule, and does not promptly submit a new one for approval, it is he, not the Department, who is breaching the contract.

This is not to imply that the breach is necessarily serious or even that a remedy should be sought. The project engineer must use judgment in deciding what to do, if anything, about the breach. The most important things here are that (a) there still exists a means through which the project engineer can uncontestably determine the controlling work item and charge contract time accordingly and (b) the contractor is not taking unfair advantage of a situation to complete a substantial portion of the project without being charged contract time.

A contractor need not, and should not, accept time charges without question. Although project engineers generally go to extreme efforts to charge contract time fairly and in accordance with Subsection 101.79, mistakes can be made or the contractor may see conditions differently. Subsection 108.07, which reads in pertinent part as follows, gives the contractor the right to review, and if appropriate, protest time charges.

> When the contract time is on a working day basis, the engineer will furnish the contractor a monthly statement showing the number of days charged to the contract for the preceding month and the number of days specified for completion of the contract. The contractor will be allowed 10 days in which to file a written protest setting forth in what respect said monthly statement is incorrect; otherwise, the statement shall be deemed to have been accepted by the contractor as correct.
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> If a protest is filed by the contractor, the Department will conduct such reviews and investigations as required to rule on the protest within 30 days from the date the statement is furnished the contractor. The number of days charged as listed, or revised within the allotted time, shall become final at the end of this 30-day period, subject to change only through legal action.

The ten days mentioned above is interpreted to mean that the contractor must make his written protest within ten calender days after receipt of the monthly statement. Note also that once ten days (without protest) or thirty days (with protest) have elapsed, the Department will not consider revising the monthly report; it is subject to change only through legal action. The reason for this stipulation is very simple: No one can properly, with any degree of confidence, review daily time charges months or years after they were made. The time charges must stand after the review process is complete.

There are occasions where conditions beyond the control of the Department or the contractor prevent completion of the review process within the allotted time. In these cases, the Department will waive the thirty day time limit, allowing the contractor (or the Department) additional time as the conditions warrant.

PART III. CONTRACT TIME CHARGES, CALENDAR DAY PROJECTS.

Insofar as the specifications are concerned, there are only three essential differences between a calendar day project and a working day project. They are as follows:

1. When the contract time is on a calendar day basis, all days including Saturdays, Sundays, holidays and non-work days are counted as contract days.

2. The specifications do not require that the engineer furnish the contractor monthly statements (E14s) showing the number of days charged to the project nor do they give the contractor a contractural right to protest time charges.

3. In accordance with the fourth paragraph of Subsection 108.07, the engineer may suspend work (and consequently contract time) for reasons not the fault of the contractor. The order to suspend work must be in writing.

Except for the above, the specification requirements are the same. Part I, Contract Time, of this commentary applies in its entirety. All of the specification requirements regarding submitting, using and updating the construction progress schedule, as discussed in the first part of Part II of this commentary, apply.

As discussed in Part I, circumstances beyond the contractor's control may make it impossible for him to complete a project within the time allowed. There are many things beyond the control of a contractor that could lead to a request for an extension of time. On a calendar day project, weather is one of them.

Although in actuality weather is one of the weaker reasons for claiming impossibility of performance (impossibility being previously defined and discussed in Part I) and is seldom accepted as valid, in exceptional cases the claim may have merit. It is therefore quite important that the project engineer each day give careful consideration to the working conditions to be shown in the project diary.

In determining the effect of the weather on the controlling work item, the project engineer should follow the same basic rule as is done on working day projects, ie, was the weather (flood conditions, high water elevation, etc.) such as to permit construction operations to proceed for at least five continuous hours of the day with the normal working force engaged in performing the controlling items of work. If the day was too wet to work it should be so shown in the daily diary but, in accordance with the specifications, still counted as a contract day. The advantage of carefully reporting the working conditions, day by day, will quickly become apparent should the contractor claim that weather made it impossible to complete the project in the allotted time, and requests additional time in accordance with Subsection 108.07 (discussed in Part I).

4. OTHER ISSUANCES AFFECTED. This commentary is issued for information only.

5. EFFECTIVE DATE. This commentary applies to all projects let under the 1982 edition of the Louisiana Standard Specifications for Road and Bridges.

ROY E. MITCHELL
DOTD CHIEF ENGINEER