



# Florida Department of Transportation

**CHARLIE CRIST**  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

**STEPHANIE KOPELOUSOS**  
SECRETARY

January 22, 2010

Monica Gourdine  
Program Operations Engineer  
Federal Highway Administration  
545 John Knox Road, Suite 200  
Tallahassee, Florida 32303

Re: Office of Design, Specifications  
Section 608  
Proposed Specification: 6080000 Guaranties for Traffic Control Signals and Devices

Dear Ms. Gourdine:

We are submitting, for your approval, two copies of the above referenced Supplemental Specification.

This change was proposed by Trey Tillander to expand Section 608 to include Intelligent Transportation Systems and to provide general cleanup and clarification.

Please review and transmit your comments, if any, within two weeks. Comments should be sent via Email to ST986RP or rudy.powell@dot.state.fl.us.

If you have any questions relating to this specification change, please call Rudy Powell, State Specifications Engineer at 414-4280.

Sincerely,

Signature on File

Rudy Powell, Jr., P.E.  
State Specifications Engineer

RP/ft

Attachment

cc: Gregory Jones, Chief Civil Litigation  
Florida Transportation Builders' Assoc.  
State Construction Engineer

**GUARANTIES FOR TRAFFIC CONTROL SIGNALS AND DEVICES.**  
**(REV ~~11-06-2009~~1-20-10)**

SECTION 608 (Page 730) is deleted and the following substituted:

**SECTION 608**  
**GUARANTIES *FOR TRAFFIC CONTROL SIGNALS AND DEVICES***

**608-1 Description.**

This Section sets forth ~~traffic signal equipment~~ guaranty requirements for *traffic control signals and devices furnished to the* Department ~~contracts~~. The Department will consider manufacturer and Contractor costs associated with providing and delivering equipment guaranties, requirements, terms, and conditions incidental to the payment for equipment or construction feature utilizing the equipment.

**608-2 Guaranty Provisions.**

**608-2.1 Contractor's Responsibility:** Secure all guaranties that are customarily issued by the ~~signal equipment~~ manufacturers for the specific ~~signal equipment~~ included in the Contract. *Ensure that all manufacturers' warranties are fully transferable to the Department and meet or exceed the Department's minimum warranty requirements for the equipment.* The Contractor shall ensure that the form in which such guaranties are delivered to the Contractor includes the provision that they are subject to transfer to the maintaining agency as named by the Department, and is accompanied by proper validation of such fact. Transfer guaranties at final acceptance of the work (or equipment) by the Department.

**608-2.2 Terms:** Ensure that the ~~manufacturers of traffic signal equipment~~ stipulate the terms of guaranties *are stipulated by the manufacturer* when submitting a request to the Department for certification and ~~for~~ equipment submittals for construction projects. Include terms for a specified service performance with provisions for repair parts and labor, or for replacement. Provisions shall define the equipment "installation date" as the date for such guaranty to be in effect. For construction projects, the "installation date" is the first day of equipment "burn-in". For warehouse purchases, the "installation date" is the date of visual inspection approval, not to exceed ten days after delivery date.

**608-2.3 Conditions:** When guaranty is available, ensure that a written and signed guaranty accompanies the manufacturer's billing invoice. The Engineer will sign and retain the original and provide a copy to the maintaining agency and to the manufacturer. If the Contractor does not comply with the terms of the guaranty, the Department may suspend the certification. Comply with additional terms and conditions as stated in purchasing agreements.

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**608-2 Guaranty Provisions.**

**608-2.1 Contractor's Responsibility:** Secure all guaranties that are customarily issued by the equipment manufacturer for the specific equipment included in the Contract. Ensure that all manufacturers' warranties are fully transferable to the Department and meet or exceed the Department's minimum warranty requirements for the equipment. The Contractor shall ensure that the form in which such guaranties are delivered to the Contractor includes the provision that they are subject to transfer to the maintaining agency as named by the Department, and is accompanied by proper validation of such fact. Transfer guaranties at final acceptance of the work (or equipment) by the Department.

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