

0071104 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - TRAFFIC
SIGNS, SIGNAL EQUIPMENT, HIGHWAY LIGHTING AND GUARDRAIL
COMMENTS FROM INDUSTRY REVIEW

Troy Whitfield
PE Trainee, D1
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Comments:

In reviewing the Specification, I do not understand why the Department pays for damage done by third parties and not vandalism. A third party is anyone who is not associated with the Contractor or the Department. How is it determined what constitutes vandalism?

Response:

Gordon L. Johnson
Highway Safety Devices, Inc.
Tampa, Florida 33610
Phone: (813) 759-1559

Comments:

Rudy, I have concerns about removing the term permanent from this spec. If a permanent traffic control device has been installed on a project, is providing it's intended purpose to the public and is damaged by the public, then the costs of repairs to that device should be compensated to the contractor as provided under this spec. The best example is guardrail. Guardrail is installed inside the clear zone with the intent to absorb damage from the traveling public. Whether or not other aspects of a contract are complete, if the guardrail is hit it should be repaired by the department under its obligation to maintain the road system. A contractor has no means or authority to protect permanent traffic control devices from being damaged by motorist using the right-of-way.

Response:

David Price
Roadway Specialty Devices, Inc.
www.roadwayspecialty.com

Comments:

The eliminating of the terminology for “permanent” installation for these items is not justifiable. Many times, these products are up and operational. They are installed in the manner in which they were intended for use. The Department is getting the use of these items. They are protecting the public, directing the public, or creating a safer driving area for the public. Also, many time these items MUST be installed and operational for the public and Department’s use before the project can continue. The exposure to damage is massive. If the Department is using

these items, the liability should not be turned to others. The deletion of the work “permanent” is NOT a good thing and we do not agree with this.

Response:

Lou Buenaventura, P.E.
Highway Safety Devices
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loub@highwaysafetydevices.com

Comments:

I provide the following feedback on this proposed spec change for your review.
You state in your memorandum for this proposed change that the change is needed to clarify that the specification refers to existing signs, signal equipment, highway lighting, and guardrail.
I suppose that newly installed items or permanent features are then not covered??
That seems unfair, specially if the items are in use and protecting the public.
We install signs to safely guide the traveling public though our projects.
We install signal equipement which provide traffic signal functions at the intersection.
The highway lighting is illuminating the roadway Right-of-Way for greater safety.
Finally, guardrail is protecting the public from off-road hazards, another safety measure.
As you can see, Contractors are installing these permanent features as a safety measure to the project. We understand the need to provide safe passage through our projects for the Public.
However, if these features have been installed during the course of a project and are serving the public, I believe that all repairs of damages caused by third parties or damages that are beyond the controll of the Contactor should be compensable to the Contractor.
Otherwise, Contractors may then not want to install any of these permanent features until the end of the job for fear of non-compensable damages caused by others.

Response:
