

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

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Troy Whitfield  
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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: The decision not to compensate for damages that arise due to vandalism is a long time position of the Department and is an expectation that the contractor would address with its insurance company. Vandalism is differentiated from third party damages in that the vandalism would be deliberate acts of defacing or destruction whereas the third party damages being considered in the spec as those that are accidental (i.e., vehicle crashes causing damage).*

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Gordon L. Johnson  
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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: The removal of permanent from the specification was to clarify the spec's original intent which was to compensate the contractor for damages to guardrail, signs, lighting, or signalization features that were existing on the project site before the work begins and intending to remain on the project after the work is complete. It is not intended to apply to work that is installed/constructed as part of the work underway. The responsibility for the items installed/constructed as part of a project are the contractors per section 7-14.*

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David Price  
Roadway Specialty Devices, Inc.

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: The removal of permanent from the specification was to clarify the spec’s original intent which was to compensate the contractor for damages to guardrail, signs, lighting, or signalization features that were existing on the project site before the work begins and intending to remain on the project after the work is complete. It is not intended to apply to work that is installed/constructed as part of the work underway. The responsibility for the items installed/constructed as part of a project are the contractors per section 7-14.*

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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 equipment 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: Thanks for the comments but the intent of the spec was only to address those items (guardrail, signs, lighting, or signalization) that were existing on the project before the work started and that are to remain in place after the work is done. It is not meant to address new*

*work that is being installed. Responsibility for that work is covered under section 7-14 of the specifications.*

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Comments:

Refrencing the second paragraph, also delete the words (installations of) 7-11.4

Response: *Agree. Will make this change.*

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