

6080000 WARRANTIES FOR TRAFFIC CONTROL SIGNALS AND DEVICES
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

Ben Burton, P.E.
Final Plans Engineer
Program Management Office
(954) 777-4135

Comments: (5-21-12)

Section 608-2.2 states:

"Ensure that the terms of *warranties* are *met and documented* by the manufacturer *for* equipment submittals *on* construction projects."

How does the contractor ensure the terms of the warranties are met after the 90 day period after final acceptance as described in 611-5?

Response:

The intent of the statement is to make sure that warranty terms meet minimum requirements (such as duration of coverage, etc.), not that the conditions are honored by the manufacturer at a later date. Previous sections of the text sufficiently state that warranties must meet minimum requirements so the sentence has been re-worded, removing "met" in an attempt to improve clarity.

Art Berger
CO Legal
850-414-5368

Comments: (5-21-12)

~~GUARANTIES~~ **WARRANTIES** FOR TRAFFIC CONTROL SIGNALS AND DEVICES.
(REV ~~1-20-10~~ **4-30-12**) (~~FA 1-28-10~~) (~~7-10~~)

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

SECTION 608
~~MANUFACTURERS' GUARANTIES~~ WARRANTIES FOR TRAFFIC CONTROL SIGNALS AND DEVICES

608-1 Description.

This Section sets forth *manufacturer's' warranty* ~~guaranty~~ requirements for traffic control signals and devices furnished to the Department. ~~The Department will consider M~~manufacturer and Contractor costs associated with **transferring**, providing and delivering equipment ~~guaranties~~ *warranties*, requirements, terms, and conditions **are part of the Work and are included**

~~in the pay item incidental to the payment for the~~ equipment or construction feature utilizing the equipment.

608-2 ~~Manufacturer's~~ Guaranty-Warranty Provisions.

608-2.1 Contractor's Responsibility: Secure all ~~manufacturers' guaranties-warranties that are customarily issued-provided~~ by the equipment manufacturer for ~~each item of the specific~~ equipment included in the Contract. Ensure that all ~~manufacturers' warranties~~ are fully transferable ~~from the Contractor to the Department FDOT or the maintaining agency having jurisdiction~~ owner of the Project (equipment). ~~Ensure that manufacturers' warranties cover defects for at least the minimum duration specified in the eContract and Documents from the date of final acceptance by the Engineer in accordance with 5-11. 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 manufacturers' guaranties warranties upon~~ final acceptance of the work (or equipment) by the Department. ~~Document all warranties and warranty transfers and provide a copy to the Engineer.~~

~~The Contractor's responsibility for warranty repairs, warranty replacement, troubleshooting, or other costs associated with repair or replacement of traffic control signals and devices within the contract's project limits of the Contract will terminate upon final acceptance and transfer of warranties to the Department or maintaining agency 90 days after final acceptance in accordance with 611-5.~~

608-2.2 Terms: ~~For the duration of the project through 90 days after final acceptance, eEnsure~~ that the terms of ~~guaranties-warranties~~ are ~~met~~ stipulated and documented by the manufacturer ~~for when submitting a request to the Department for certification and equipment submittals for-on~~ 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 ~~a manufacturer's guaranty-warranty~~ is available, ensure that a written ~~and signed guaranty-warranty~~ accompanies the manufacturer's billing invoice. ~~Ensure warranties require the manufacturer to furnish replacements for any part or equipment found to be defective during the warranty period at no cost to the owner of the Project (equipment) Department or the maintaining agency having jurisdiction.~~ 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.~~

Response:

Recommended edits have been incorporated.

Jerry Ausher, P.E.
District Traffic Operations Engineer
Florida Department of Transportation
2198 Edison Avenue

Jacksonville, Florida 32204
Email: jerry.ausher@dot.state.fl.us
Tel: 904-360-5630

Comments: (5-25-12)

Traffic Operations has the following comment:

608-2.1 Contractor's Responsibility: Secure all *warranties* that are customarily issued by the equipment manufacturer for the specific equipment included in the Contract. Ensure that all warranties are fully transferable *from the Contractor to the Department or the maintaining agency having jurisdiction.*

Should that Read Department and/or the maintaining agency ?

Response:

Document text dealing with transfer and ownership has been modified based upon suggestions from CO Legal. See response to prior comment.

Chris Sweitzer
District 2 Final Plans Processing Coordinator
FDOT District 2 Program Management
1109 South Marion Ave. - MS 2014
Lake City Florida 32025-5874
Phone (386) 961-7418
Fax (386) 758-3701

Comments: (5-29-12)

The term “and/or” should not be used in Specifications per the Spec guidelines. They should use either “or” or “and”.

Response:

The term “and/or” no longer appears in the document.

Eddy L. Scott
District Specifications/Plans Processing Manager
FDOT District 2 Program Management
1109 S. Marion Ave - MS 2014
office 386.961.7831
fax 386.758.3701
eddy.scott@dot.state.fl.us

Comments: (5-30-12)

1. Please note that 611-2.2 uses the term “guarantees” and may need to be modified for consistency. Contractor’s warranty is also mentioned.

Response: Document modified for consistency and clarity.

2. 608-2.1 - Suggest changing this title to “Manufacturer’s Warranty.”

Response: Subarticle 608-2 in general deals with manufacturer warranty and the title has been changed. At this time, we believe the requirements of 608-2.1 can be moved to 608-2 and the heading prior heading for 608-2.1 deleted. The draft has been modified accordingly.

3. 608-2.1, 1st paragraph, 3rd sentence - As worded this implies there are minimum manufacturer's warranties elsewhere in the contract documents. Is there a reference to another implemented Spec that could go here? Warranty durations should not be called out in the plans or in a TSP, leaving the language as may encourage this practice. See Spec Handbook for more information.

Response: Warranty durations are stated in multiple equipment specifications, particularly those that establish minimum requirements for traffic control devices (traffic controllers, signals, ITS equipment, etc.). The durations vary depending on the equipment. The statement in 608 is intended to draw attention to the fact that equipment warranties must meet durations that are further defined in certain equipment specifications. We opted not to include a list of specific cross-references within 608 for a number of reasons. First, it would be a long list. Second, having multiple cross-references increases the risk that future revisions to equipment specifications may compromise the accuracy of a given list.

4. 608-2.1, 2nd paragraph - Much of this language is in the Implemented Specification SS6110000. Also this needs to be a separate sub-article and moved down to differentiate between Manufacturer's warranty and Contractor's warranty Suggest removing and replacing with the following:
"608-2.2 Contractor's Warranty: Provide a warranty in accordance with 611-5"

Response: The content in SS6110000 addresses contractor warranty. It is similar, but not an exact duplicate of the content in this section intended to address manufacturer warranties. The description has been edited for added clarity and terminology changed in order to place emphasis on the fact that this section deals with warranties provided by equipment manufacturers (through the contract and certain actions of the Contractor).

5. 608-2.2 and 608-2.3 - Suggest moving and renumbering to include under 2.1 Manufacturer's Warranty so that the two warranty types are separate.

Response: Document has been restructured and renumbered in response to this comment as well as others.

6. 608-2.2, 2nd sentence – When compared to the next sub-article, this is confusing. Suggest combining the two sub-articles “Terms and Conditions”

Response: Document has been restructured and renumbered in response to this comment

as well as others.

- 7. 608-2.3, last sentence – “warranty period” needs to be clarified. Is it the Contractor’s warranty period or the Manufacturer’s warranty period?

Response: Document has been modified for clarification that this sentence applies to manufacturer’s warranty period.

Wayne "Bert" Woerner II, P.E.

District Construction Consultant Manager

719 South Woodland Blvd.

Deland, FL 32720

bert.woerner@dot.state.fl.us

386.943.5351

Comments: (6-7-12)

District 5 has reviewed the subject industry review. We would like to submit the following comments:

- 1. What forms are to be used for this? Recommend naming the form #'s or provide a format so it's CPR. There used to be a warranty transfer form that was used in the past

Response: *There is currently not a form for transfer of warranties. No changes made.*

Document all warranties and warranty transfers and provide a copy to the Engineer.

- 2. When does the warranty period start (1) Upon completion/final acceptance of the project or (2) when the lights are fully operational? Since "installation date" is being taken out.

Response: Manufacturer warranties must cover equipment for at least the minimum duration specified for that particular device (per various FDOT equipment specifications) from the date of final acceptance. The warranty may start before then (for instance, from date of shipment), but the contractor must ensure that enough will remain at the time of final acceptance to provide the required duration of coverage from that point forward.

D4 Construction

Comments: (6-15-12)

D4 Construction has the following comments: 608-2.1 “Transfer manufacturers’ guaranties warranties upon final acceptance of the work (or equipment) by the Department.” Suggest deleting the text after "final acceptance". We only have one final acceptance and it is for the entire project.

Response: There are instances of the phrase “final acceptance.” and instances of the phrase “final acceptance in accordance with 5-11” in the 2010 SSRBC. Both are intended to refer to the same thing. The current preference of the Specifications Office is to use the phrase ”final acceptance in accordance with 5-11”. The draft uses the currently preferred language.
