

SECTION 608 GUARANTIES

608-1 Description.

This Section sets forth traffic signal equipment guaranty requirements for 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. 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 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.