



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

August 8, 2012

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: **608 Warranties for Traffic Control Signals and Devices.**

Dear Ms. Gourdine:

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

The changes are proposed by Jeff Morgan of the State Traffic Operations and Engineering Office for clarification of warranty terms, conditions and responsibility for traffic control signals and devices.

Please review and transmit your comments, if any, within two weeks. Comments should be sent via email to SP965TT or [trey.tillander@dot.state.fl.us](mailto:trey.tillander@dot.state.fl.us).

If you have any questions relating to this specification change, please call me at 414-4140.

Sincerely,

Signature on File

V. Y. "Trey" Tillander, III, P.E.  
State Specifications Engineer

TT/ft

Attachment

cc: Florida Transportation Builders' Assoc.  
State Construction Engineer

**~~GUARANTIES-WARRANTIES~~ FOR TRAFFIC CONTROL SIGNALS AND DEVICES.**

(REV ~~1-20-10~~~~8-2-12~~) (~~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 ~~General: Contractor's Responsibility:~~** Secure all ~~manufacturers'~~ ~~guaranties-warranties~~ that are customarily issued ~~provided~~ by the equipment manufacturer for the specific equipment included in the Contract. Ensure that all ~~manufacturers'~~ warranties are fully transferable ~~from the Contractor to the owner of the equipment within the project limits~~~~Department FDOT or the maintaining agency having jurisdiction~~. Ensure that ~~manufacturers'~~ warranties cover defects for at least the ~~minimum~~ duration specified in the ~~Contract~~ ~~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~~ ~~in accordance with 5-11~~. ~~Document all warranties and warranty transfers and provide a copy to the Engineer.~~

~~—————In accordance with 611-5, t~~~~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 5-11.~~

**608-2.2 Terms and Conditions:** Ensure that the terms ~~and conditions~~ 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 manufacturer’s warranty period at no cost to the owner of the Project (equipment) equipment within the project limits.* ~~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.~~~~

**WARRANTIES FOR TRAFFIC CONTROL SIGNALS AND DEVICES.  
(REV 8-2-12)**

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

**SECTION 608  
MANUFACTURERS' WARRANTIES FOR TRAFFIC CONTROL SIGNALS  
AND DEVICES**

**608-1 Description.**

This Section sets forth manufacturers' warranty requirements for traffic control signals and devices furnished to the Department. Manufacturer and Contractor costs associated with transferring, providing, and delivering equipment warranties, requirements, terms, and conditions are part of the Work and are included in the pay item for the equipment or construction feature utilizing the equipment.

**608-2 Manufacturers' Warranty Provisions.**

**608-2.1 General:** Secure all warranties provided by the equipment manufacturer for the specific equipment included in the Contract. Ensure that all warranties are fully transferable from the Contractor to the owner of the equipment within the project limits. Ensure that warranties cover defects for at least the duration specified in the Contract Documents from the date of final acceptance in accordance with 5-11. Transfer warranties upon final acceptance in accordance with 5-11. Document all warranties and warranty transfers and provide a copy to the Engineer.

In accordance with 611-5, 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 will terminate 90 days after final acceptance in accordance with 5-11.

**608-2.2 Terms and Conditions:** Ensure that the terms and conditions of warranties are documented by the manufacturer for equipment submittals on construction projects. Include terms for a specified service performance with provisions for repair parts and labor, or for replacement.

When a warranty is available, ensure that a written 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 manufacturer's warranty period at no cost to the owner of the equipment within the project limits.