

# **DRAFT**

**DO NOT USE WITHOUT AUTHORIZATION**

## **ACCEPTANCE PROCEDURES.**

**REV (3-31-04)**

Article 611-5 (Pages 683 and 684) is deleted.

## **VALUE ADDED SIGNAL INSTALLATION.**

**REV (3-31-04)**

PAGE 703. The following new Section is added after Section 641.

### **SECTION 645**

#### **VALUE ADDED SIGNAL INSTALLATION**

##### **645-1 Description.**

Construct Value Added Signal Installation, subject to a three year warranty period. For purposes of this Contract, “Warranty” shall mean the Responsible Party, as designated herein, is responsible for the performance of the Value Added Signal Installation for a period of 3 years after final acceptance of the Value Added Signal Installation in accordance with 5-11, except as noted herein. The Value Added Signal Installation includes all traffic signal strain poles and associated span wires, support cables and all hardware attached thereto, all electrical cables or conductors, all traffic signal masts and all hardware attached thereto, all mast arms and all hardware attached thereto, mono-tube traffic signal supports and all hardware attached thereto, all traffic signal heads, pedestrian signal heads, traffic controllers, traffic controller cabinets, all vehicle traffic detectors, pedestrian traffic detectors, all conduits, conductors, cables and pull boxes and other hardware used to connect any of the previously mentioned Value Added Signal Installation components. The Contractor shall assume responsibility for the costs to the Maintaining Agency of restoring the Value Added Signal Installation specified in this Section, to the fully functional state it existed in at the final acceptance of the Contract, for a minimum warranty period of three years, unless shown as an exception in 645-3, after final acceptance of the Contract in accordance with 5-11, including continued responsibility as to any deficiencies or defects, for which notice was provided to the Contractor within such warranty period, until all such deficiencies or defects, for which notice was provided, are resolved.

##### **645-2 Maintaining Agency, District Warranty Coordinator and Responsible Party.**

Where the Department is not the Maintaining Agency for the Value Added Signal Installation, the Department will identify the Maintaining Agency to the Contractor, in writing at the final acceptance of the Contract in accordance with 5-11.

The Department will also identify the District Warranty Coordinator to the Contractor, in writing at the final acceptance of the Contract in accordance with 5-11. The District Warranty Coordinator will be a Department’s representative responsible for evaluating all claims for

# DRAFT

DO NOT USE WITHOUT AUTHORIZATION

payment received from the Maintaining Agency related to the Value Added Signal Installation. The District Warranty Coordinator will investigate and evaluate the Maintaining Agency's claim to see that it falls within the warranty periods as prescribed in this Contract, to see if the cause falls outside the Cause Exceptions for Deficiencies or defects in Value Added Signal Installation outlined in 645-3.2 and to see if the costs are reasonable for the type of work performed. The District Warranty Coordinator will forward to the Responsible Party for processing, only that portion of the Maintaining Agency's claim, if any, which falls within the warranty periods as prescribed in this Contract, which falls outside the Cause Exceptions for Deficiencies or defects in Value Added Signal Installation outlined in 645-3.2 and which are reasonable for the type of work performed.

Prior to any Value Added Signal Installation components being placed or paid for on the project, the Contractor shall designate a Responsible Party for the Value Added Signal Installation. The Responsible Party shall be either the Contractor or the Department approved subcontractor performing the Value Added Signal Installation work.

If the Contractor designates a Department approved subcontractor as the Responsible Party, that subcontractor shall be a pre-qualified Contractor with the Department in the categories of Value Added Signal Installation being placed as a part of the Contract work. Such designation must be made to the Department by the Contractor and prior to any Value Added Signal Installation components being placed or paid for as a part of the Contract work, the proposed subcontractor must execute and deliver to the Department a form, as provided by the Department, whereby the subcontractor assumes all responsibility as the Responsible Party for the Value Added Signal Installation including the 3-year Value Added Signal Installation warranty period as specified in this Section, prior to or concurrently with Contractor's request to sublet any Value Added Signal Installation work. Failure to timely designate the Responsible Party shall result in the Contractor being the Responsible Party unless otherwise agreed to in writing by the Department.

If the Responsible Party is the Contractor, then prior to any Value Added Signal Installation components being placed or paid for as a part of the Contract work the Contractor must execute and deliver to the Department a form, as provided by the Department, whereby the Contractor assumes all responsibility as the Responsible Party for the Value Added Signal Installation including the 3-year Value Added Signal Installation warranty period as specified in this Section.

Upon final acceptance of the Contract work in accordance with 5-11, the Contractor's responsibility for maintenance of all the work or facilities within the project limits of the Contract will terminate in accordance with 5-11; with the sole exception that the obligations set forth in this Section for Value Added Signal Installation shall continue thereafter to be the responsibility of the Responsible Party as otherwise provided in this Section.

## **645-3 Exceptions to Warranty.**

### **645-3.1 Duration Exceptions for Specific Value Added Signal Installation**

**Components:** As an exception to the 3 year warranty on all Value Added Signal Installation components stated above, the Responsible Party must warranty performance of the specific Value Added Signal Installation components listed below, for the lesser period shown for each of

# DRAFT

DO NOT USE WITHOUT AUTHORIZATION

the Value Added Signal Installation components. Incandescent bulbs for traffic signal heads: 1 year, Color fade in coatings for Signal Masts, and Signal Mast Arms: 1 year, Film thickness and adherence in coatings for Signal Masts, and Signal Mast Arms: 2 years.

### **645-3.2 Cause Exceptions for Deficiencies or Defects in Value Added Signal**

**Installation:** The warranty obligation for Value Added Signal Installation will not apply to deficiencies resulting from any of the following causes if those causes are found to have occurred after final acceptance of the Contract work in accordance with 5-11 and also found to be beyond the control of the Responsible Party. Loop detector damage due to mechanical damage of the pavement containing the loops. Value Added Signal Installation component damage due to a lightning strike or other emergency storm weather event or act of God. Value Added Signal Installation damage due to a vehicle accident or vandalism. Vandalism is defined for this Contract as damage to a Value Added Signal Installation caused by any parties other than the Maintaining Agency or the Responsible Party. Value Added Signal Installation component modifications by the Maintaining Agency for reasons other than signal timing changes, loop replacements or the correction of previous Value Added Signal Installation deficiencies or defects. Value Added Signal Installation component failures in equipment provided by the Department or resulting from Value Added Signal Installation component failures in equipment provided by the Department except when such failures can be proved to have been caused solely by poor quality installation.

### **645-4 Notification of Remedial Work Required due to Deficiencies or Defects.**

The Maintaining Agency will identify Value Added Signal Installation deficiencies or defects and handle repairs with their own resources or request a repair plan from the Responsible Party.

Where the Maintaining Agency corrects Value Added Signal Installation deficiencies or defects with its own resources, the Maintaining agency will identify Value Added Signal Installation deficiencies or defects in a written report that will be transmitted to the District Warranty Coordinator along with a statement of the labor costs, equipment costs, material costs, access costs, and maintenance of traffic costs expended in restoring the deficient or defective Value Added Signal Installation to the fully functional state it existed in at the final acceptance of the Contract. After the investigation and evaluation of the Maintaining Agency's claim, the District Warranty Coordinator will forward to the Responsible Party for processing, a statement of only that portion of the Maintaining Agency's claim, if any, which falls within the warranty periods as prescribed in this Contract, which falls outside the Cause Exceptions for Deficiencies or defects in Value Added Signal Installation outlined in 645-3.2 and which are reasonable for the type of work performed along with a cover letter instructing the Responsible party to reimburse the Maintaining Agency. Upon receipt of the District Warranty Coordinator's statement, the Responsible Party shall timely reimburse the Maintaining Agency for the portions of labor costs, equipment costs, material costs, access costs, and maintenance of traffic costs expended in restoring the deficient or defective Value Added Signal Installation which are outlined in the District Warranty Coordinator's statement.

In lieu of correcting Value Added Signal Installation deficiencies or defects and billing the District Warranty Coordinator, the Maintaining Agency may, at its option, identify Value

# DRAFT

DO NOT USE WITHOUT AUTHORIZATION

Added Signal Installation deficiencies or defects in a written report that will be transmitted to the Responsible Party and the District Warranty Coordinator along with a request that the Responsible Party submit a repair plan for the remedial work to correct the Value Added Signal Installation deficiencies or defects. When this occurs the Responsible Party shall have 10 days to either notify the Maintaining Agency in writing that the Responsible Party declines to submit a repair plan or submit a written repair plan to the Maintaining Agency and the Engineer. The Responsible Party's repair plan must correct or repair all Value Added Signal Installation deficiencies or defects identified in the Maintaining Agency's repair plan request. The Responsible Party's repair plan must include a statement of the Value Added Signal Installation components to be repaired, a schedule for the repairs including the start and completion dates of the repair period, hours of the day during which repairs will be accomplished, all dates during the repair period when repairs will be accomplished, and the maintenance of traffic plan to be used during repairs. The Responsible Party shall not begin repairing the Value Added Signal Installation deficiencies or defects until its repair plan has been accepted in writing by the Maintaining Agency. Should the Maintaining Agency decline to accept the Responsible Party's repair plan, then the Maintaining Agency may, at its option, request a new repair plan from the Responsible Party or the Maintaining Agency may notify the Responsible Party that the repair plan has been rejected and that Maintaining Agency will repair the Value Added Signal Installation deficiencies or defects and submit a claim to the District Warranty Coordinator. The Maintaining Agency may then repair the Value Added Signal Installation deficiencies or defects and submit a claim for the costs to the District Warranty Coordinator.

## **645-5 Repairs by the Responsible Party.**

If the Responsible Party's repair plan is accepted by the Maintaining Agency, the Responsible Party will be required to repair the Value Added Signal Installation deficiencies or defects by taking the actions set forth in its accepted repair plan and starting those repairs not later than 7 days after the start date set forth in the accepted repair plan and completing the repairs not later than 7 days after the completion date set forth in its accepted repair plan. If replacement components require a lengthy acquisition period, the maximum repair duration as specified in the accepted repair plan may be extended at the Maintaining Agency's discretion. If the maximum accepted time will result in the Responsible Party completing the work after the warranty period, as specified in 645-1, has expired, then the warranty period expiration date for the affected Value Added Signal Installation components will automatically be extended to later of: the accepted repair plan completion date or the actual completion date of the repairs the Value Added Signal Installation deficiencies or defects undertaken under that repair plan.

The Responsible Party shall complete all repairs of the Value Added Signal Installation deficiencies or defects to the satisfaction of the Maintaining Agency. The Responsible Party shall meet the requirements of the Department's latest version of the Standard Specifications for Road and Bridge Construction when performing any repairs of the Value Added Signal Installation deficiencies or defects. The Responsible Party shall perform all repairs of the Value Added Signal Installation deficiencies or defects at no cost to the Department or the Maintaining Agency. The Statewide Disputes Review Board will resolve any disputes regarding the adequacy of the repairs of the Value Added Signal Installation deficiencies or defects. Approval of the

# DRAFT

DO NOT USE WITHOUT AUTHORIZATION

repairs of the Value Added Signal Installation deficiencies or defects does not relieve the Responsible Party from continuing responsibility under the provisions of this Contract.

If the Responsible Party is unable or unwilling to begin the repairs of the Value Added Signal Installation deficiencies or defects work within 7 days of the start date designated in its accepted repair plan or if the Responsible Party is unable or unwilling to complete the repairs of the Value Added Signal Installation deficiencies or defects work within 7 days of the completion date designated in its accepted repair plan, then the Maintaining Agency may perform the repairs of the Value Added Signal Installation deficiencies or defects and submit a claim for the costs to the District Warranty Coordinator as described in 645-4.

## **645-6 Timely Response.**

When the Responsible Party receives a request for payment of the costs to the Maintaining Agency associated with correcting deficiencies or defects in a Value Added Signal Installation in accordance with 645-4, then the Responsible Party must make one of the two following responses to be considered timely in responding.

Within 30 days of the Responsible Party's receipt of the payment request from the District Warranty Coordinator, the Responsible Party delivers the requested payment to the Maintaining Agency and delivers copies of the payment transmittal letter and payment instrument to the District Warranty Coordinator.

Within 30 days of the Responsible Party's receipt of the payment request from the Maintaining Agency, the Responsible Party requests, through the District Warranty Coordinator, a hearing by the Statewide Disputes Review Board to determine the amount due, if any, for repairing or correcting all alleged deficiencies or defects in the Value Added Signal Installation. This request shall be made by the Responsible Party in writing through the District Warranty Coordinator and the Maintaining Agency shall be sent a copy of the request by the Responsible Party on the date the request is made.

When the Responsible Party receives a request for a Value Added Signal Installation repair plan or a request for changes in an existing Value Added Signal Installation repair plan, from the Maintaining Agency in accordance with 645-4, then the Responsible Party must make one of the two following responses to be considered timely in responding.

The Responsible Party delivers the requested repair plan, in accordance with 645-4, to the Maintaining Agency within 10 days of receipt of the repair plan request or revised repair plan request. Any repair plan, which is not complete with the elements described in 645-4, will not be considered a timely response.

The Responsible Party notifies the Maintaining Agency within 10 days of receipt of the Maintaining Agency's request for a repair plan, that it is unable or unwilling to correct the Value Added Signal Installation deficiencies or defects.

## **645-7 Disputes Resolution.**

The current Statewide Disputes Review Board will be utilized to resolve any and all disputes that may arise involving administration and enforcement of this Contract. The Responsible Party, the Department, and the Maintaining Agency acknowledge that use of the Statewide Disputes Review Board is required and the determinations of the Disputes Review

# DRAFT

## DO NOT USE WITHOUT AUTHORIZATION

Board for disputes arising out of this Value Added Signal Installation Contract will be binding on the Responsible Party, the Department, and the Maintaining Agency with no right of appeal by any of these parties, for the purposes of this Contract.

Any and all Disputes Review Board meetings after final acceptance of the Contract in accordance with 5-11, shall be requested by the Responsible Party in writing and paid for by the Department.

### **645-8 Responsible Party's Failure to Perform**

Should the Responsible Party do any of the following: refuse to submit any dispute to the Statewide Disputes Review Board, or fail to timely submit any dispute to the Statewide Disputes Review Board, or fail to satisfactorily start its repair plan as accepted by the Maintaining Agency within 7 days of the scheduled start date stated in that accepted repair plan, or fail to satisfactorily complete its repair plan as accepted by the Maintaining Agency within 7 days of the scheduled completion date stated in that accepted repair plan, or fail to timely compensate the Maintaining Agency for the correction of any Value Added Signal Installation deficiencies or defects performed by the Maintaining Agency in the amount determined by the District Warranty Coordinator's statement outlined in 645-4.

Then the Department shall suspend, revoke or deny the Responsible Party's certificate of qualification under the terms of Section 337.16(d)(2), Florida Statutes, for six months or until payment in full for the correction of the Value Added Signal Installation deficiencies or defects has been made by the Responsible Party to the Maintaining Agency, whichever is longer. In no case shall the period of suspension, revocation, or denial of the Contractor's certificate of qualification be less than six months.

Should the Responsible Party choose to challenge the Department's notification of intent for suspension, revocation or denial of qualification and the Department's action is upheld, the Responsible Party shall have its qualification suspended for a minimum of six months or until payment in full for the remedial work required to correct the Value Added Signal Installation deficiencies or defects has been made by the Responsible Party to the Maintaining Agency, whichever is longer. In no case shall the period of suspension, revocation, or denial of the Contractor's certificate of qualification be less than six months.

The remedial work is not an obligation of the Contractor's bond required by Section 337.18, Florida Statutes.

### **645-9 Traffic Control.**

During remedial work operations, perform all signing and traffic control in accordance with the current edition of the Department's Design Standards. Provide Maintenance of Traffic during remedial work at no additional cost to the Department. The Engineer must approve all lane closures and traffic control plans required for non-emergency remedial work and notification of lane closures must be made to the Engineer 48 hours in advance.

**DRAFT**  
**DO NOT USE WITHOUT AUTHORIZATION**

**645-10 Basis of Payment.**

All expenses associated with value added signal installation components including but not limited to the cost of remedial actions, traffic control, access to the site, labor, equipment and materials will be included in the cost of each signal installation component.