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VALUE ADDED HIGHWAY LIGHTING SYSTEM.

REVISED (7-12-04)

PAGE 760. The following new Section is added after Section 715.

SECTION 725

VALUE ADDED HIGHWAY LIGHTING SYSTEM

725-1 Description.

Construct Value Added Highway Lighting System (VAHLS), subject to a three (3) year warranty period. For purposes of this specification, "Warranty" shall mean the Responsible Party, as designated herein, is responsible for the performance of the VAHLS for a period of 3 years after final acceptance of the VAHLS in accordance with Specification 5-11, except as noted herein. The VAHLS includes all highway lighting system components listed in 725-16 and other hardware attached to or used to connect any of the listed VAHLS components. The Contractor shall assume responsibility for the costs to the Maintaining Agency of restoring the VAHLS 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 (3) years, unless shown as an exception in 725-3, after final acceptance of the contract in accordance with 5-11, including continued responsibility as to any deficiencies, 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.

725-2 Maintaining Agency, District Warranty Coordinator and Responsible Party.

Where the Department is not the Maintaining Agency for the VAHLS, the Department will identify the Maintaining Agency to the Contractor, in writing at the final acceptance of the contract in accordance with Specification 5-11.

The Department will also identify the District Warranty Coordinator (DWC) to the Contractor, in writing at the final acceptance of the contract in accordance with 5-11. The DWC will be a Department's representative responsible for evaluating all claims for payment received from the Maintaining Agency related to the VAHLS. The DWC will investigate and evaluate the Maintaining Agency's claim to see that it falls within the warranty periods as prescribed in this specification, to see if the cause falls outside the Cause Exceptions for Deficiencies or defects in VAHLS outlined in 725-3.2 and to see if the costs are reasonable for the type of work performed. The DWC 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 specification, which falls outside the Cause Exceptions for Deficiencies or defects in VAHLS outlined in 725-3.2 and which are reasonable for the type of work performed.

Prior to any VAHLS components being placed or paid for as a part of the contract work, the Contractor shall designate a Responsible Party for the VAHLS. The Responsible Party shall

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be either the Contractor or the Department approved subcontractor performing the VAHLS 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 VAHLS being placed as a part of the contract work. Such designation must be made to the Department by the Contractor and prior to any VAHLS 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 VAHLS within the 3-year warranty period as specified in this Section, prior to or concurrently with Contractor's request to sublet any VAHLS 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 VAHLS components being placed or paid for as a part of the contract work or within 30 days of contract award which ever comes first, 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 VAHLS and the 3-year 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 contract 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 VAHLS shall continue thereafter to be the responsibility of the Responsible Party as otherwise provided in this Section.

725- 3 Exceptions to Warranty.

725-3.1 Duration Exceptions for Specific VAHLS Components: As an exception to the 3 year warranty on all VAHLS components stated above, the Responsible Party must warranty performance of the specific VAHLS components listed below, for the lesser period shown beside each of the listed VAHLS components. Color fade in coatings for Light Poles, and Bracket Arms: 1 year, Film thickness and adherence in coatings for Light Poles, and Bracket Arms: 2 years, Lamps, ballasts and photo electric switches: 2 years.

725-3.2 Cause Exceptions for Deficiencies or Defects in VAHLS: The warranty obligation for VAHLS will not apply to deficiencies or defects 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. VAHLS component damage due to a lightening strike or other emergency storm weather event or act of God. VAHLS damage due to a vehicle accident or vandalism. Vandalism is defined, for this specification, as damage to a VAHLS caused by any parties other than the Maintaining Agency or the Responsible Party. VAHLS components which have been modified by the Maintaining Agency and/or the Department for reasons other than illuminating element changes or the correction of previous VAHLS component deficiencies or defects. VAHLS component failures in equipment provided by the Department or resulting from VAHLS component failures

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in equipment provided by the Department except when such failures can be proved to have been caused solely by poor quality installation.

725-4 Notification of Remedial Work Required due to Deficiencies or Defects.

The Maintaining Agency will identify and handle the repair of VAHLS deficiencies or defects with their own resources or request a repair plan from the Responsible Party .

Where the Maintaining Agency corrects VAHLS deficiencies or defects with it's own resources, the Maintaining agency will identify VAHLS deficiencies or defects in a written report that will be transmitted to the DWC 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 VAHLS 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 DWC 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 specification, which falls outside the Cause Exceptions for Deficiencies or defects in VASI outlined in 725-3.2 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 DWC'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 VAHLS which are outlined in the DWC's statement. Upon receipt of the DWC's statement, the Responsible Party shall timely reimburse the Maintaining Agency for the labor costs, equipment costs, material costs, access costs, and maintenance of traffic costs expended in restoring the deficient or defective VAHLS which are outlined in the DWC's statement.

In lieu of correcting the VAHLS deficiencies or defects and billing the Responsible Party, the Maintaining Agency may, at its option, identify the VAHLS deficiencies or defects in a written report that will be transmitted to the Responsible Party and the DWC along with a written request that the Responsible Party submit a repair plan for the remedial work to correct the VAHLS 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 VAHLS deficiencies or defects identified in the Maintaining Agency's repair plan request. The Responsible Party's repair plan must include a statement of the VAHLS 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 VAHLS 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 it's 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

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the VAHLS deficiencies or defects and bill the Responsible Party for the costs of the remedial work required to restore the deficient or defective VAHLS components, to the fully functional state they existed in at the final acceptance of the contract. The Maintaining Agency may then repair the VAHLS deficiencies or defects and submit a claim for the costs to the DWC.

725-5 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 VAHLS 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 completion date as specified in the accepted repair plan may be changed to a later date at the Maintaining Agency's discretion. If the accepted repair plan will result in the Responsible Party completing the work after the warranty period, as specified in 725-1 has expired, then the warranty period expiration date for the affected VAHLS components will automatically be extended to later of: the accepted repair plan completion date or the actual completion date of the repairs the VAHLS deficiencies or defects undertaken under that repair plan.

The Responsible Party shall complete all repairs of the VAHLS 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 and Design Standards when performing any repairs of the VAHLS deficiencies or defects. The Responsible Party shall perform all repairs of the VAHLS deficiencies or defects at no cost to the Department or the Maintaining Agency. The Statewide Disputes Review Board (SDRB) will resolve any disputes regarding the adequacy of the repairs of the VAHLS deficiencies or defects. Approval of the repairs of the VAHLS deficiencies or defects does not relieve the Responsible Party from continuing responsibility under the provisions of this specification.

If the Responsible Party is unable or unwilling to begin the repairs of the VAHLS 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 VAHLS deficiencies or defects work within 7 days of the completion date designated in its accepted repair, then the Maintaining Agency may perform the repairs of the VAHLS deficiencies or defects and submit a claim for the costs to the DWC as described in 725-4.

715-6 Timely Response.

725-6.1 Timely Response on Payment: When the Responsible Party receives a request for payment of the costs to the Maintaining Agency associated with correcting deficiencies or defects in a VAHLS in accordance with 725-4, then the Responsible Party must make one of the two following responses to be considered timely in responding.

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

Within 30 days of the Responsible Party's receipt of the payment request from the Maintaining Agency, the Responsible Party requests, through the DWC, a hearing by the SDRB to determine the amount due, if any, for repairing or correcting all alleged deficiencies or defects in the VAHLS. This request shall be made by the Responsible Party in writing through the DWC and the Maintaining Agency shall be sent a copy of the request by the Responsible Party on the date the request is made.

725-6.2 Timely Response on Repair Plans: When the Responsible Party receives a request for a VAHLS repair plan or a request for changes in an existing VAHLS repair plan, from the Maintaining Agency in accordance with 725-4, 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 725-4, 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 725-4, 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 VAHLS deficiencies or defects.

725-7 Disputes Resolution.

The SDRB will be utilized to resolve any and all disputes that may arise involving administration and enforcement of this specification. The Responsible Party, the Department, and the Maintaining Agency acknowledge that use of the SDRB is required and the determinations of the SDRB for disputes arising out of this VAHLS specification 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 specification.

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

725-8 Responsible Party's Failure to Perform.

Should the Responsible Party do any of the following: refuse to submit any dispute to the SDRB, or fail to timely submit any dispute to the SDRB, 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 VAHLS deficiencies or defects performed by the Maintaining Agency in the amount by the DWC's statement outlined in 725-4.

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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 (6) months or until payment in full for the correction of the VAHLS 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 (6) 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 (6) months or until payment in full for the remedial work required to correct the VAHLS 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 (6) months.

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

725-9 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.

725-10 Basis of Payment.

All expenses associated with warranting VAHLS 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 VAHLS component.