

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
WARRANTY ON BRIDGE COATING

STR:JAB

1 of 3

APPR:REL:SCK:02-07-24
FHWA:APPR:02-27-24

a. Performance Warranty. The Contractor unconditionally warrants to the MDOT the coating system applied to each bridge required to be coated by this contract will be free of defects, as hereinafter defined and determined by visual inspection and coating thickness measurements, for a period of 2 years from the date of initial acceptance (documented on MDOT Form 1029A) for the bridge by the Engineer. Ensure the warranty bond called for is on a form furnished by MDOT. Submit the warranty bond to the MDOT Contract Services Division prior to the award of the contract.

The coating system will be considered defective if any of the following conditions are discovered within the 2-year warranty period:

1. The occurrence of visible rust or rust breakthrough, coating blistering, peeling, scaling, or unremoved slivers.
2. Coating applied over dirt, debris, blasting debris, or rust products not removed during blast cleaning.
3. Incomplete coating or coating thicknesses less than the minimums specified in the coating specifications.
4. Damage to the coating system caused by the Contractor while removing scaffolding or performing other work.

b. Warranty Evaluation. Four months before the end of the 2-year warranty period(s), or earlier (as determined by the Engineer), the Engineer will inspect the bridge for the coating system defects listed. MDOT personnel and/or their designee will conduct this inspection using equipment furnished by the Contractor. Furnish inspection equipment that is MIOSHA approved, vehicle-mounted, and furnishes access to all areas of the structure. Furnish traffic control and signing during the inspection. Furnish railroad flagging as directed by the Engineer. The Contractor may accompany the Engineer during this inspection. The Engineer will determine if there are defective areas present as defined above.

Acceptance by the Engineer of any portion of the work during the original contract cleaning and coating will not relieve the Contractor of the requirements of this warranty.

c. Corrective Work. Repair all defective areas identified by the Engineer, in accordance with the coating specifications. Submit repair procedures and Progress Schedule in writing to the Engineer for review and approval. No work may be done until Engineer approval of the repair procedures and Progress Schedule has been received.

Perform all coating repair work in the same season as the inspection, unless the seasonal limitations stated in the coating specifications prevents the completion that season. In this case, ensure the corrective work is completed the following season. Furnish traffic control and signing during the corrective work. Furnish railroad flagging as directed by the Engineer. Notify the Engineer at least 14 calendar days before corrective work begins. Furnish the Engineer full inspection of all operations and furnish safe access to the areas being repaired.

Follow a Department approved maintaining traffic plan when performing warranty work.

d. Warranty Bond. Supply a warranty bond equal to the sum of 25 percent of the original total contract amount for "Steel Structure, Cleaning, Type 4, (Structure Identification)" and "Steel Structure, Coating Type 4, (Structure Identification)." The bond is to secure the performance by the Contractor of corrective work on any coating system defects that it is directed by MDOT to perform. Ensure the bond is in force for the 2-year period of the warranty and the time required to perform any corrective work covered by the warranty. Use the bond form furnished by MDOT and execute in accordance with the requirements of this special provision. If corrective work is required, the warranty bond must remain in effect for the duration of the corrective work. Ensure the warranty bonds are in all respects satisfactory and acceptable to MDOT and executed by a surety company authorized to do business in the State of Michigan.

The warranty bond must become effective the date MDOT accepts the warranted work (documented on MDOT Form 1029A) and must remain in effect until such time as MDOT, advises the Contractor that there are either no coating system defects, or, that there are coating system defects, and said coating system defects have been repaired.

e. Permit. If corrective work is required, the Contractor must apply to the Transportation Service Center (TSC) Utility-Permits Engineer for a permit to work within MDOT right-of-way. The permit fee and an individual permit performance bond are not required. The permit insurance requirements, however, do apply. The Contractor is required to furnish proof of supplemental lien bond and liability insurance to the Engineer in addition to the existing warranty bond prior to starting corrective action work. The Contractor is responsible for obtaining a lien bond for an amount approximately equal to the cost of corrective action work. The Engineer is responsible for approving the amount of the lien bond. The Engineer will coordinate with the TSC permit agent to verify the insurance and permits have been issued. The Contractor will not be allowed on-site to perform corrective work until all insurance and permits are verified.

f. Measurement and Payment. All costs associated with performance of the inspection and corrective work, the required maintaining traffic, railroad flagging, the required warranty bonds, and the required permit insurance, railroad permits and insurance, will not be paid for separately but will be considered to be included in the Contractor's overhead and administrative costs.

MDOT Form 1029A Sample:

Michigan Department
of Transportation
1029A (10/17)**INITIAL ACCEPTANCE FOR BRIDGE
WARRANTY WORK**

File 107

CONTRACT ID		CONTROL SECTION		JOB NUMBER	
SURETY NAME					
SURETY ADDRESS		CITY	STATE	ZIP CODE	
CONTRACTOR NAME					
CONTRACTOR ADDRESS		CITY	STATE	ZIP CODE	
IDENTIFY EACH STRUCTURE NUMBER AND STRUCTURE LOCATION SEPARATELY					
CONTROL SECTION	JOB NUMBER	STRUCTURE NUMBER	STRUCTURE DESCRIPTION	INITIAL ACCEPTANCE DATE	PROJECT ENGINEER

INITIAL ACCEPTANCE OF WARRANTY WORK APPROVAL	
CONTRACTOR'S SIGNATURE	DATE
ENGINEER'S SIGNATURE	ACCEPTANCE DATE

cc: Surety Company