

## **TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_, by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **Sedgwick County** (“County”), **collectively**, the “Parties.”

### **RECITALS:**

- A. The Secretary desires to obtain the services of a qualified municipal corporation to maintain certain highway traffic signals in and around Sedgwick County.
- B. The Secretary desires to maintain continuity throughout the County area by employing maintenance standards used by the County consistent with the latest edition of the *Manual on Uniform Traffic Control Devices* (MUTCD).
- C. The County has expressed an interest in performing the necessary maintenance activities for the Secretary.
- D. The Secretary is willing, subject to the terms of this Agreement, to reimburse the County for the assistance provided.

**NOW THEREFORE**, the Parties agree as follows:

1. **Traffic Signals.** The County will ensure continuity of signal operation by utilizing the County’s maintenance standards to maintain the traffic signal located at the following intersections:

K-15 & 39 <sup>th</sup> Street South	K-42 & 103 <sup>rd</sup> Street West
K-15 & 47 <sup>th</sup> Street South	K-42 & Tyler
K-15 & 63 <sup>rd</sup> Street South	K-42 & Ridge
K-15 & 71 <sup>st</sup> Street South	K-42 & MacArthur
K-96 & Ridge Road (N. Terminal)	K-42 & Cessna Main Plant Entrance
US-54 & 143rd Street East	US-81 & 63 <sup>rd</sup> Street South
	US-81 & 79 <sup>th</sup> Street South

2. **Traffic Signal Maintenance Work by County.** The County shall maintain the traffic signal at each covered intersection at an annual cost of \$1,860.00 per intersection, which is a total annual cost of \$24,180.00. This annual fee includes: maintaining the identified Kansas Department of Transportation (KDOT) signal to County Standards consistent with the latest edition of the *Manual on Uniform Traffic Control Devices* (MUTCD); maintaining a complaint/service record; creating and maintaining a maintenance and timing record log; a preventive maintenance program for annual re-lamping; semi-annual inspections; random drive through inspections and observations; response to signal malfunctions as outlined in the County’s emergency response policy, attached hereto as **Exhibit A**; and three (3) emergency after hour calls or six (6) hours of overtime work per intersection; and the use of certified technicians for all maintenance performed.

3. Semi-Annual Inspection. The County shall provide to the KDOT Metro Engineer a completed detailed checklist for semi-annual inspection for each traffic signal, in substantially the same form as **Exhibit B**, attached to this Agreement.
4. Signal Repair Notification. The County shall notify the KDOT Metro Engineer of any malfunction or inoperable KDOT signal for which the County has been notified that requires repair, whether covered by this Agreement or not.
5. Material Items In Excess of \$1,000.00. On occasions requiring material item(s) in excess of \$1,000.00 be purchased, the Secretary, through the Metro Engineer, will pay for the material item(s) up front to have available for the County to perform the necessary maintenance.
6. Signal Timings. The Secretary shall provide signal timings. The County shall verify all timings via semi-annual maintenance inspections. The County shall make timing changes that are of an emergency nature and shall notify KDOT's Bureau of Transportation Safety and Technology's Traffic Engineering Unit and the KDOT Metro Engineer the next working day after changes are made.
7. Payment for Services. The Secretary shall process payment to the County for the annual maintenance fee upon receipt of an approved invoice from the County. In addition, the Secretary will reimburse the County for materials and labor for all nonscheduled or emergency work, not covered elsewhere, as a result of signal malfunction, storm, vehicle or vandalism caused damage, minor signal modifications when approved by the Secretary, and electronic bench repairs. The labor rate of reimbursement shall be as noted in paragraph 8.
8. Rate of Reimbursement. Each June, the County shall provide to the Secretary, through the Metro Engineer, their vehicle rate and their electrician's regular and overtime pay rates. The cost per intersection per year is based on thirteen (13) regular hours plus six (6) hours of overtime.
9. Traffic Control For Lane Closure. The Secretary shall provide traffic control if lane closure is required for maintenance or emergency repair.
10. Exclusions. This Agreement does not include: signal pole, mast arm, and span wire replacement; signal cabinet/controller replacement; camera or radar replacement; repair of traffic detection loops; conduit and base and wiring repair or replacement; and major equipment replacement costs. The Secretary may elect to provide traffic control if lane closure is required or reimburse the County for work contracted by the County.
11. Contractual Provisions. The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached are incorporated by reference and made a part of this Agreement.
12. Indemnification by County for Maintenance. The County shall at all times save and hold harmless the State of Kansas, Kansas Department of Transportation from all liability, costs, damages, and expenses of any kind, for the payment of which the State of Kansas, Kansas

Department of Transportation may become liable to any person, firm, or corporation by reason of any claim or damages to the extent caused by the failure of the County, its employees, patrons, agents, invitees, or servants to exercise due care and diligence in its maintenance responsibilities under this agreement. The County shall not hold harmless or indemnify the State of Kansas, Kansas Department of Transportation beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

13. Indemnification by KDOT for Traffic Signal. The State of Kansas, Kansas Department of Transportation shall at all times save and hold harmless the County from all liability, costs, damages, and expenses of any kind, for the payment of which the County may become liable to any person, firm, or corporation by reason of any claim or damages to the extent caused by the failure of the State of Kansas, Kansas Department of Transportation, its Secretary, employees, patrons, agents, invitees, or servants to exercise due care and diligence in the design, construction, installation, maintenance, and use and operation of the traffic signal under this Agreement. The State of Kansas, Kansas Department of Transportation shall not hold harmless or indemnify the County beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
14. Term. This Agreement shall run for a period of one (1) year, commencing with the execution of the Agreement. Thereafter, the Agreement will renew automatically for successive one (1) year terms unless either party gives the other party thirty (30) days written notice to either terminate the Agreement or renegotiate the terms and conditions of the Agreement.
15. Previous Maintenance Agreements. This Agreement shall replace all previous traffic signal maintenance agreements in regards to Sedgwick County maintaining traffic signals for the Secretary
16. Notices. Notices to the Secretary will be addressed as follows:

To Secretary:

Kansas Department of Transportation  
Bureau of Transportation Safety & Technology  
Attn: Traffic Engineering Unit  
700 SW Harrison Street  
Topeka, KS 66603

To County:

Sedgwick County  
Public Works  
Attn: Director  
1144 S. Seneca  
Wichita, KS 67213

Sedgwick County Counselor's Office  
Attn: Contract Notification  
525 N. Main, Ste 359  
Wichita, KS 67203

17. Modification. This Agreement may only be modified by written agreement of the Parties. No alteration or variation of the terms and conditions of the Agreement will be valid unless made in writing and signed by the Parties. Every amendment must specify the date on which its provisions will be effective.

18. Headings. All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.
19. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the County and their successors in office.
20. No Third Party Beneficiaries. No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEDGWICK COUNTY, KANSAS

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COUNTY CLERK

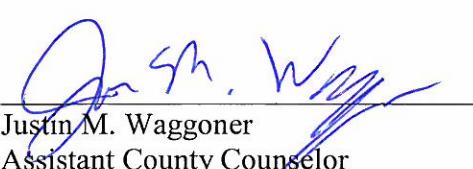
(SEAL)

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CHAIRPERSON (Date)

APPROVED AS TO FORM:

Kansas Department of Transportation  
Secretary of Transportation

  
Justin M. Waggoner  
Assistant County Counselor

By: \_\_\_\_\_  
Catherine M. Patrick, P.E. (Date)  
State Transportation Engineer

**CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



## SEDGWICK COUNTY, KANSAS PUBLIC WORKS

### **EMERGENCY RESPONSE POLICY FOR TRAFFIC CONTROL DEVICES** **(Exhibit A)**

Sedgwick County Public Works is responsible for maintenance of traffic signals and traffic signs in Sedgwick County, Kansas, on county maintained roads and highways. Traffic signals on US-54 at 143<sup>rd</sup> Street East; on US-81 at 63<sup>rd</sup> Street South and 79<sup>th</sup> Street South; on K-15 at 39<sup>th</sup> Street South, 47<sup>th</sup> Street South, 63<sup>rd</sup> Street South, and 71<sup>st</sup> Street South; on K-96 at Ridge Road (North Terminal of Interchange); and on K-42 at 103<sup>rd</sup> Street West, Tyler Road, Maize Road, and MacArthur, and Cessna Main Plant Entrance are maintained by Sedgwick County for the Kansas Department of Transportation by contract/agreement. Public Works is located at 1144 S. Seneca, Wichita, and a 24-hour telephone number is 316-660-1777. Contacting 911 is also an option.

As we have relatively few personnel, we cannot maintain on-duty status around the clock. Therefore, we have off-duty emergency situations arise from time to time that require immediate attention. The emergency is determined by the report received by bureau dispatch/security personnel, not the condition we find at the scene. For this reason, it is imperative that we receive accurate information so field personnel are dispatched only in actual emergency situations. This does not mean the non-emergency situations should not be reported as soon as they are discovered. Dispatch/security will hold them until the next working day.

### **TRAFFIC SIGNALS**

**A. Damaged Signals -** This includes signals damaged due to vehicular accidents, vandalism, adverse weather, etc.

1. Emergency Situations

- a. Signal heads, poles or the controller cabinet knocked over or severely damaged.
- b. Exposed wiring. (120V AC)
- c. Signal heads hanging so low as to be hit by a large vehicle.
- d. Signal heads turned (see section D).
- e. Several lamps burned out (see section E).

2. Non-emergency Situations (to be handled the next working day)
  - a. Slight dents or other minor damage to signals heads, poles or the controller cabinet as long as the traffic signal is still operating properly, and it is apparent that nothing is going to fall or be hazardous to the public.
  - b. Short cycling of signals due to ice on the street. Actuated signals allow a certain amount of time to travel from point to point. When the pavement is slick, motorists cannot travel fast enough between points giving the appearance that the signal is short cycling. We cannot correct this, and it need not be reported.
  - c. All signals heads are dark (see section C). This is typically caused by a power failure. When KG&E restores power, the signal will resume operation. Law enforcement officials should be notified to provide intersection traffic control until power is restored.
  - d. One lamp is burned out (see section E).

## **B. Malfunctioning Signals**

1. Emergency Situations
  - a. Signals that are locked up or not cycling. NOTE: Actuated signals may appear to be locked up at night when traffic is light. The signals will remain green indefinitely on the major street until a vehicle crosses a detector loop on a minor approach. The investigating officer should approach the signal from at least one block away on a minor approach before reporting an actuated signal as malfunctioning.
  - b. Signals completely skipping the green, yellow or red indications.
  - c. Short yellow phase. Setting for the yellow phase, or change interval, vary from 3 seconds on 30 MPH roads to as much as 6 seconds on 65 MPH roads. If the yellow indication is considerably shorter than the above limits, an emergency situation exists, and an electrician will be dispatched.
2. Non-emergency Situations (to be handled the next working day)
  - a. Short green phase. Minimum settings for the green phase vary from 0.5 seconds to 10.0 seconds, or more. These settings are determined by detector loop configuration and traffic volumes. An emergency condition does not exist unless the signal is skipping the green phase entirely. (see section B-1-b)

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- b. Green phase too long or unnecessary cycling of the signal. A malfunctioning detector can cause the green phase to time out to the maximum setting, usually between 30 and 80 seconds, even though traffic is very light. It can also cause a green indication or arrow to come on even though there is no traffic. This is an inconvenience to traffic, but not an emergency.

#### **C. Power Outage**

If there is a Westar power outage, dispatch/security should be advised. Westar will be contacted to confirm the outage. NOTE: We do not put out portable stop signs at signalized intersections during power outages as we do not believe the portable signs are adequate in most situations. We can use a portable generator depending on the circumstances. The Sheriff's Department should dispatch an officer to direct traffic until such time as power is restored.

#### **D. Signal Head Turned**

The degree of this problem can only be determined by the person seeing it. A minimum of two traffic signal heads are in place for each approach to all intersections. Left turn lanes will have only one signal head. If a signal head is turned so much that its indication can be readily seen by the wrong approach, an emergency condition exists. If a signal head is turned only slightly, the condition can be remedied the next working day.

It is extremely rare that a turned pedestrian signal head, WALK or DON'T WALK, would constitute an emergency.

#### **E. Lamps Burned Out**

As stated in section D, each approach to an intersection has at least two signal heads. Left turn lanes will normally have only one signal head, unless dual left turn lanes are provided.

1. Two, or more, identical heads for an approach:
  - a. If all lamps of a given color are out, an emergency condition exists. The signal should go into a conflict mode (flashing) of either all red, or yellow for the major road and red for the minor road.
  - b. If at least one lamp of a given color is operating, no emergency exists, and the bad lamp(s) will be replaced the next working day.
2. One signal head for a left turn bay:
  - a. If a red is out, an emergency exists.
  - b. If a green arrow or yellow indication, or both, are out, the intersection will go into a conflict mode (flashing) and an emergency exists.
3. If one or several pedestrian signal lamps are out, the condition will be remedied the next working day.

4. Traffic signals that flash during off-peak hours:
  - a. If no flashing red indications are visible on an approach, an emergency exists.
  - b. If one or all yellow lamps are out on any approach, the condition will be remedied the next working day.

#### **F. Flashing Beacons**

At intersections that have flashing yellow and/or red beacons 24 hours per day, lamps that are out will be replaced the next working day. No emergency exists. Yellow indications are perceived to have little meaning by the driving public, and red indications are supplemental to the existing Stop sign for the same approach. If the Stop sign is also down, an emergency condition exists, and the Stop sign shall be replaced.

If the beacon assembly has been turned such that red and yellow indications can be seen simultaneously from an approach, an emergency exists and an electrician will be dispatched.

If the beacon assembly is hanging so low as to be hit by large vehicles, an emergency exists, and an electrician will be dispatched.

### **TRAFFIC SIGNS**

Most traffic signs that are down during off-duty hours would not constitute an emergency, except as noted below. In non-emergency situations, the signs will be installed the next working day.

- A. Emergency Situations
  1. Any Stop sign that is not readily visible to the traffic it controls.
  2. Any Yield sign that is not readily visible to the traffic it controls. Yield signs that are down at locations where it is obvious and common that traffic would yield do not constitute an emergency, and they can be installed the next working day. This would include Yield signs for right turn lanes at signalized intersections.
  3. Any sign and post that is bent out into traffic lanes such that it could break a windshield, damage a car or tire, etc. If the investigating officer could push the sign and post out of the way, it would save the County an emergency response, and the sign would be installed the next working day.
  4. Any sign and post that is bent in an area of normal pedestrian traffic that could cause a pedestrian to trip or receive bodily injury. If the investigating officer could push the sign out of the way, the sign would be installed the next working day.

5. Other signs that, if missing, could create a hazardous situation are listed below. Officers should hesitate and think before calling these missing or damaged signs in as emergencies. In most cases these signs can be installed the next working day.
  - a. Keep Right sign where a motorist could drive on the wrong side of the roadway.
  - b. Do Not Enter or Wrong Way sign in a situation where a road is one-way.
  - c. Some One Way signs.
  - d. Road Closed sign where the roadway is closed due to bridge/road construction. NOTE: Many of these signs belong to contractors.
  - e. Weight Limit signs.
  - f. Curve advance warning sign where the curve is posted at a speed lower than the regulatory speed limit, or where the curve is not obvious.
  - g. Right (Left) Lane Ends sign where a lane is dropped.
  - h. Low Clearance sign for a bridge or other overhead obstacle.

Most missing signs do not create a hazard or an emergency condition, only an inconvenience to the public. They will be installed the next working day.



## Sedgwick County, Kansas Public Works

### Semi-annual Traffic Signal Inspection Checklist (Exhibit B)

Intersection No.: \_\_\_\_\_ Name: \_\_\_\_\_  
Date: \_\_\_\_\_

#### CABINET

- Check lock (lubricate if necessary)
- Check/lubricate hinges
- Check weather-strip
- Check fan
- Check door filter
- Check anchor bolts
- Check police door functions
- Check inside/outside of cabinet
- Check for water accumulation

#### CONTROLLER & HARDWARE

- Run internal diagnostics (EPAC only)
- Check A,B,C,D connectors
- Check timings/settings
- Check conflict monitor
- Check detectors/camera unit(s)
- Check switches, relays, flashers, BIU's, etc.

#### SIGNAL HEADS

- Check alignment
- Check mounting hardware
- Check backplates
- Check lamps & replace lamps (annually)
- If LED, check wiring and operation
- Clean lenses, reflectors & signs (annually)
- Check visors
- Check gaskets
- Check hooks,hinges,wing nuts
- Check housing for cracking/wear

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

#### SIGNAL POLES

- Check bolts @ arm/pole connection
- Check Wire bushings on arm
- Check anchor bolts
- Check hand hole covers
- Check terminal strips
- Check pedestrian push buttons
- Clean (as needed)
- Check street name signs

#### JUNCTION/SERVICE BOXES

- Check covers
- Check bodies
- Check wire splices
- Check conduit bushings
- Check grounding wire

#### DETECTOR LOOPS/CAMERAS

- Check loops
- Check video detection system
- Check/clean cameras

#### MISCELLANEOUS

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Electrician's Signature: \_\_\_\_\_

Send copy of this form (Exhibit B) to the Kansas Department of Transportation Wichita Metro Engineer