## Maintenance of Lighting Systems

Effective: January 1, 2012

**KDOT amended: December 01, 2023**

Replace Article 801.11 and 801.12 of the Standard Specifications with the following:

Effective the date the Contractor's activities (electrical or otherwise) at the job site begin, the Contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall initiate a request for a maintenance transfer and preconstruction inspection, as specified elsewhere herein, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting systems which may be affected by the work. The request for the maintenance preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date.

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained.

**Maintenance of Existing Lighting Systems**

**Existing lighting systems**. Existing lighting systems shall be defined as any lighting system or part of a lighting system in service at the time of contract Letting. The contract drawings indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

**Full Maintenance.** If the circuits affected by the contract, or if the controller is modified in any way under the contract work, the Contractor shall maintain the entire controller and all associated circuits.

**(Partial System Maintenance will not be allowed unless directed by KDOT)**

**Maintenance of Proposed Lighting Systems**

**Proposed Lighting Systems**. Proposed lighting systems shall be defined as any lighting system or part of a lighting system, temporary or permanent, which is to be constructed under this contract.

The Contractor shall be fully responsible for maintenance of all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor operations, vandalism, or other means. The potential cost of replacing or repairing any malfunctioning, damaged, or vandalized equipment shall be included in the bid price of this item and will not be paid for separately.

**Lighting System Maintenance Operations**

The Contractor's responsibility shall include the maintenance of lighting units (including sign lighting), cable runs and lighting controls. In the case of a pole knockdown or sign light damage, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service. The equipment shall then be re-set by the contractor within the time limits specified herein.

If the equipment damaged by normal vehicular traffic, not contractor operations, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind with payment made for such equipment under Article 109.04. If the equipment damaged by any construction operations, not normal vehicular traffic, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind and the cost of the equipment shall be included in the cost of this pay item and shall not be paid for separately.

Responsibilities shall also include weekly night‑time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

The following chart lists the maximum response, service restoration, and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

|  |  |  |  |
| --- | --- | --- | --- |
| **INCIDENT****OR****PROBLEM** | **SERVICE****RESPONSE****TIME** | **SERVICE RESTORATION****TIME** | **PERMANENT****REPAIR****TIME** |
| Control cabinet out | 1 hour | 4 hours | 7 Calendar days |
| Hanging mast arm | 1 hour to clear | na | 7 Calendar days |
| Radio problem | 1 hour | 4 hours | 7 Calendar days |
| Motorist caused damage or leaning light pole 10 degrees or more | 1 hour to clear | 4 hours | 7 Calendar days |
| Circuit out – Needs to reset breaker | 1 hour | 4 hours | na |
| Circuit out – Cable trouble | 1 hour | 24 hours | 21 Calendar days |
| Outage of 3 or more successive lights | 1 hour | 4 hours | na |
| Outage of 75% of lights on one tower | 1 hour | 4 hours | na |
| Outage of light nearest RR crossing approach, Islands and gores | 1 hour | 4 hours | na |
| Outage (single or multiple) found on night outage survey or reported to EMC | na | na | 7 Calendar days |
| Navigation light outage | na | na | 24 hours |

* **Service Response Time** -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
* **Service Restoration Time** – amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)
* **Permanent Repair Time** – amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of $500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Village’s Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Village’s Maintenance Contractor within one month after the incident will result in additional liquidated damages of $500 per month per occurrence. Unpaid bills will be deducted from any monies owed to the Contractor. Repeated failures and/or a gross failure of maintenance shall result in the Village’s Electrical Maintenance Contractor being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

Damage caused by the Contractor’s operations shall be repaired at no additional cost to the Contract.

**Operation of Lighting**

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods.

**Method of Measurement**

The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request. Months in which the lighting systems are not maintained and not operational will not be paid for. Payment shall not be made retroactively for months in which lighting systems were not operational.

**Basis of Payment.** Maintenance of lighting systems shall be paid for at the contract unit price per calendar month for **MAINTENANCE OF LIGHTING SYSTEM**, which shall include all work as described herein.