

RESOLUTION OF THE
BUDGET AND FINANCE COMMITTEE
OF THE NAVAJO NATION COUNCIL

23RD NAVAJO NATION COUNCIL - Third Year, 2017

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; BUDGET AND FINANCE
COMMITTEES; APPROVING THE JOINT POWERS AGREEMENT FOR GLOBAL
LIGHTING BETWEEN THE NAVAJO NATION AND THE NEW MEXICO STATE
DEPARTMENT OF TRANSPORTATION

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Resources and Development Committee, in part, has oversight authority over roads and transportation to oversee planning and coordinating of all roads and transportation activities of the Navajo Nation. 2 N.N.C. § 500(C)(6).
- B. The Budget and Finance Committee of the Navajo Nation Council, in part, is empowered to authorize, review, approve and accept agreements, including contracts and grants, between the Navajo Nation and any federal, state or regional authority upon recommendation of the standing committee which has oversight of the division, department or program which has applied for the agreement. 2 N.N.C. § 301 (B)(15).

SECTION TWO. FINDINGS

- A. The Navajo Division of Transportation proposes to enter into a Joint Powers Agreement with the New Mexico State Department of Transportation. See Exhibit "A".
- B. The proposed Joint Powers Agreement represents a Global Lighting Agreement for maintenance with respect to several existing and pending state highway lighting projects across the Navajo Nation within the State of New Mexico. See Exhibit "B".

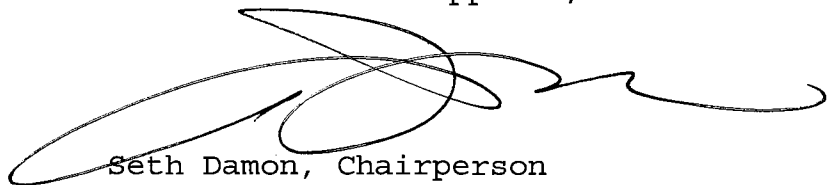
- C. The Joint Powers Agreement has been reviewed by the appropriate Navajo Nation authorities and found to be legally sufficient. See Exhibit "C".
- D. The Resources and Development Committee and the Budget and Finance Committee find it in the best interest of the Navajo Nation to approve the Joint Powers Agreement for Global Lighting as found at Exhibit "A".

NOW THEREFORE, BE IT RESOLVED:

- A. The Navajo Nation hereby approves the Joint Powers Agreement between the Navajo Nation and the New Mexico Department of Transportation as a Global Lighting Agreement for maintenance with respect to several existing and pending state highway lighting projects across the Navajo Nation within the State of New Mexico.
- B. The President of the Navajo Nation is hereby authorized to execute this agreement and all documents necessary for the implementation of the intent of this resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Budget and Finance Committee of the Navajo Nation Council at a duly called meeting held at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 5 in favor and 0 opposed, this 28th day of September, 2017.



Seth Damon, Chairperson
Budget and Finance Committee

Motion: Honorable Lee Jack, Sr.
Second: Honorable Dwight Witherspoon



Navajo Nation Contract No:
NMDOT Contract No.:
Vendor No.:

JOINT POWERS AGREEMENT

This Agreement is between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department"), and the **NAVAJO NATION** ("Nation"). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, the Department and the Nation, are public agencies as the term is defined in NMSA 1978, Section 11-1-1; and,

Whereas, pursuant to NMSA 1978, Section 67-3-6 et seq., the Department is responsible for state highways for the State of New Mexico, which includes the duty to construct, repair and maintain highways in a manner consistent with state and federal laws; and,

Whereas, the Nation is empowered by 2 N.N.C. §501(B)(12) and 2 N.N.C. §701(A)(7) to enter into this Agreement and has by Resolution, which is attached as Exhibit A and is part of this Agreement, resolved to enter into this Agreement, and has authorized the undersigned to execute this Agreement on Behalf of the Navajo Nation; and,

Whereas, the parties want to administer several existing and pending state highway lighting projects across Nation lands, which are identified in Exhibit B and is part of this Agreement; and,

Whereas, the parties want to establish a procedure through which the construction and maintenance of future highway lighting projects are efficiently performed and assumed.

Now therefore, the parties agree as follows:

1. The Parties Agree:

Highway lighting projects include roadway lighting, flashing beacons, and traffic signals with intersection lighting. The parties agree to and acknowledge the following conditions: (a) new highway light projects not identified in this Agreement may be warranted and they shall work together to identify and develop future projects across Nation lands; (b) the parties shall perform their responsibilities consistent with this Agreement and as identified in Exhibit B; (c) by an amendment pursuant to Section 15, the removal, addition or modification of highway light projects will be identified and come under the terms and conditions of this Agreement; and (d) this Agreement will also replace and supersede all previous agreements for highway lighting projects on the Nation that the parties have entered into.

2. The Department Shall:

- a. For each existing project identified in Exhibit B:
 1. Provide the Nation with as-built drawings and a complete list of all parts and components used, including the brands and specifications.
 2. Provide access to the Department's current requirements and specifications for maintenance. Consult as needed on upgrades.
- b. For pending projects identified in Exhibit B as well for future project:
 1. Provide the necessary plans, designs and estimates and documents required for the construction of the project. Incorporate Nation's comments as appropriate. Cause the project to be constructed in the manner provided by law.
 2. Based on each project's need, provide and install highway lighting projects and the necessary equipment for a fully functional system.
 3. Upon completion of each project, perform the final inspection and notify the Nation in writing that the project has been constructed in accordance with the project documents and have been satisfactorily completed.
 4. After completion of each project, provide the Nation with as built drawings of the project and a complete list of all parts and components, used including the brands and specifications.
- c. Provide a GEO coding reference for project inventories to assist the Nation in its recordkeeping and maintenance responsibilities.
- d. Allow the Nation to enter into the Department's right of way to perform operation and maintenance responsibilities.
- e. The Department shall provide the Nation thirty (30) days notice prior to implementing maintenance of a highway light project as identified in Section 3(g) below.

3. The Nation Shall:

- a. Provide at its sole cost and expense all electrical energy for fully operational systems.
- b. Perform at its sole cost and expense any and all maintenance to keep the facilities and equipment installed for each project fully operational, which includes replacement of all parts and components as a result of equipment failure, accidental damage, intentional damage and vandalism.
- c. Perform maintenance as detailed in this Section 3, to all parts and components, which includes and is not limited to poles or fixtures, conduits and wiring, and as provided by as-built drawings.
- d. Replace all parts and components with the same kind or brand for continued satisfactory operation of said roadway lighting project.
- e. Do one of the following: (1) procure and maintain insurance or performance bond or (2) provide to the Department, annually, a maintenance program document that identifies the budget and staffing for the projects. The purpose of this requirement is to ensure that that all maintenance requirements as listed in this Section 3 are performed.
- f. In case of underground work around the projects, provide line locating services to locate conduits and wiring to avoid damages. In case of equipment failure, accidental damage or intentional damage, including vandalism, replace the wiring and conduits to original condition for a complete and operational system. (Splicing of the wiring is not allowed in underground conduits and pull boxes.)

- g. Reimburse the Department within thirty (30) days of receipt of invoice for any and all costs the Department has to bear for any maintenance that and the Department is required to perform on any project.

4. Term.

This Agreement becomes effective upon signature of the parties and executed by the New Mexico Department of Finance Administration. The Nation will have continuing maintenance responsibilities until, upon written agreement by the Nation and the Department, it is determined that a specific highway lighting project is no longer necessary. In that event, the Department will remove the equipment.

5. Responsibility for Costs and Accountability.

- a. Each party shall be responsible for its own debts, receipts, disbursements and expenses incurred as a result of this Agreement.
- b. Each party will maintain a full accounting of the funds expended under the terms of this Agreement and will make these accounts available to the other party upon request.

6. Property.

All facilities and equipment installed in connection with the highway light projects shall remain the property of the Department.

7. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

8. Liability.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq., and the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §§ 551, et seq. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of either party.

9. Dispute Resolution.

- a. Negotiation: If a dispute arises out of or relates to this Agreement, or the breach thereof, the Department and the Nation shall use their best efforts to resolve the dispute through negotiation. If the dispute cannot be resolved through negotiation within thirty (30) days after notice of the dispute is served on one party by the other party, the parties shall agree to try in good faith to settle the dispute by arbitration pursuant to the procedures set forth herein.
- b. Arbitration: In the event the dispute cannot be resolved by negotiation, the dispute shall be submitted to arbitration.

1. Matters to be submitted to Arbitration:

All disputes and controversies of every kind and nature between the parties to this Agreement as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or pursuant to the procedure set forth herein, shall be submitted to arbitration.

2. Procedure:

- a. Either party may demand arbitration in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter of controversy.
- b. Within 20 days after such demand, the other party shall name its arbitrator, or in default of such naming, such arbitrator shall be named by the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within 20 days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third shall be appointed by the Federal District Court for the District of New Mexico. In the event said Court fails to appoint a third arbitrator within 30 days of the request therefore, the American Arbitration Association shall make the appointment.
- c. Arbitrator costs and expenses of each party shall be borne by that party and all arbitrator fees and other expenses shall be borne equally by both parties.
- d. The arbitration hearing shall be held as such time and place as designated by the arbitrators on at least 20 days written notice to the parties.
- e. An award rendered by a majority of the arbitrators pursuant to this Agreement shall be final and binding on all parties to the proceeding, and the parties hereto agree to be bound by such award.
- f. As to procedures regarding the conduct of the arbitration that are not specified either in this Agreement or in another written Agreement signed in advance of the hearing, the parties shall follow the Commercial Arbitration Rules of the American Arbitration Association.

3. Arbitration as a Bar to Suit:

- a. The parties stipulate that the arbitration provisions of this Agreement shall be a complete defense to any suit, action or proceeding instituted in any federal, state, or tribal court or before an administrative tribunal with respect to any controversy or dispute arising during the period of this Agreement which is arbitrative as set forth in this Agreement.
- b. The arbitration provisions of this Agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this Agreement.

4. Lack of Arbitration Authority to modify this Agreement:

Nothing contained in this Agreement shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

5. Enforcement:

Failure to enforce by either party to arbitrate any dispute pursuant to the procedures set forth herein when a demand to do so has been made by the other party or failure by either party to comply with the arbitration award shall amount to a material breach of this Agreement and shall entitle the party who demanded arbitration to cease performance of any obligation set forth in this Agreement at the sole discretion of that party.

6. Non-Applicability of Uniform Arbitration Act:

This Agreement is not subject to enforcement under the Uniform Arbitration Act (NMSA 1978, Sections 44-7-1 through 44-7-22).

10. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. Appropriations and Authorizations.

- a. The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, the Congress of the United States if federal funds are involved for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department. The Department is expressly not committed to expend any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.
- b. Pursuant to 2 N.N.C. §223(A), the obligation of the Nation to perform its responsibilities under this Agreement, to the extent that such responsibilities involve a financial cost to the Nation, shall be contingent upon the availability of funds appropriated by the Navajo Nation Council. Pursuant to 2 N.N.C. §223(A), if funds adequate to support the Navajo Nation's continued performance under this Agreement are not appropriated or are otherwise unavailable for any fiscal period subsequent to that period in which this Agreement entered into, then the Nation may cancel this Agreement without liability for failure of its performance subsequent to the date of cancellation.

12. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

13. Applicable Law.

This Agreement shall be interpreted and governed by the applicable laws of the State of New Mexico and the Navajo Nation.

14. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by E-mail) and shall be given to the principal contacts listed below.

Andrew Gallegos or designee
Traffic Operations Engineer
New Mexico Department of Transportation
1120 Cerrillos Rd
Santa Fe, NM 87504
Office Phone: (505) 827-5578
E-mail: Andrew.Gallegos@state.nm.us

Russell Begaye
Navajo Nation President
P.O. Box 74400
Window Rock, AZ 86515
Office Phone: (928)871-7000
E-mail:

Garrett Silversmith
Division Director
P.O. Box 4620
Window Rock, AZ 86515
Office Phone: (505)371-8301
E-mail: gsilversmith@navajodot.org

15. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

The Remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____
Tom Church, Cabinet Secretary,
or designee

Date: _____

Recommended by:

By: _____
State Traffic Engineer

Date: _____

Approved as to form and legal sufficiency by the Department's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Navajo Nation

By: _____
Russell Begaye, President

Date: _____

Approved as to form and legal sufficiency by Navajo Nation's counsel

By: Vin Blunk

Date: 7/6/17

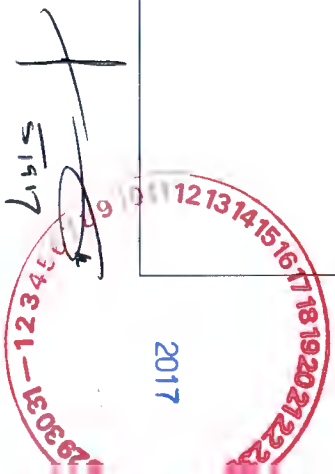
Approved by the New Mexico Department of Finance and Administration

By: _____
Cabinet Secretary

Date: _____

EXHIBIT B
Existing and Pending Navajo Nation/Department Highway Safety Lighting Projects

Project No. and General Location	Project Description and Identifying Information	Navajo Nation's Responsibilities	Production Date for Pending Project or Prior Agreement superseded
1. US491 & 64, Shiprock	Roadway signal and light improvements installed at the following locations: <ul style="list-style-type: none"> Upgraded traffic signal at US491 & US64, includes a vehicle detection system with cameras Upgraded roadway light system on US64 west of US491 to comply with the New Mexico Night Sky Protection Act New School Flasher System on US64 at the elementary school. New street lighting along US491 in Shiprock. 	Electrical energy costs for fully functional systems; emergency shut down and traffic control, as needed, if the traffic signal at US491/US64 fails to operate and notify the Department; maintain the roadway lights on US64; compensate the Department for repairs to traffic signal poles due to accidental damage.	Existing Prior Agreements JPA J00715 & J00716716 Both Effective February 15, 2006 Any other maintenance agreements pre-2006.
2. NM371 & N9	Installed roadway lights on NM371 at intersection with N9, MP 24.8 to 25.8	Electrical energy costs for fully functional system; maintenance of all equipment installed for fully functional systems.	Existing Prior Agreement JPA J00789 Effective July 8, 2010



3. US491	<p>Roadway lighting improvements installed along US 491, at the following locations:</p> <ul style="list-style-type: none"> • MP 47.3: 8 luminaries • MP 63 to 71: 19 luminaries • MP 79 to 80: 8 luminaries • MP 85 to 86: 8 luminaries 	Electrical energy costs for fully functional systems; maintenance of all equipment installed for fully functional systems.	<p>Existing Prior Agreement</p> <p>JPA J00805,</p> <p>Effective June 20, 2012</p>
4. US64 and N5031, Flowing Waters Casino	Intersection lighting, MP 27 to 27.5	Electrical energy costs for fully functional systems; maintenance of all equipment installed for fully functional systems.	<p>Pending</p> <p>Production Date: May 21, 2018</p> <p>CN: 5101120</p>
5. US 64 Education Corridor, Shiprock	Lighting, Mile Post 20.6 -22	Electrical energy costs for fully functional systems; maintenance of all equipment installed for fully functional systems	<p>Pending</p> <p>Production Date: March 26, 2018</p> <p>CN 5100821</p>
6. US 491, Naschitti Community	Install roadway lights, between MP 41 and 41.8, about 28 luminaries	Electrical energy costs for fully functional systems; maintenance of all equipment installed for fully functional systems.	<p>Production Date: 2021</p> <p>CN 6100782</p>

164 Review #8043 – Approving the Joint Powers Agreement
between the Navajo Nation and the New Mexico Department of
Transportation, Global Lighting Agreement

Attachment

o Navajo DOT Roadway Luminary
Operational & Maintenance Manual

Navajo Nation Division of Transportation

NAVAJO DIVISION OF TRANSPORTATION



ROADWAY LUMINARY OPERATIONAL & MAINTENANCE MANUAL

POST OFFICE BOX 4620 WINDOW ROCK ARIZONA 86515

www.navajodot.org

Date: March 31, 2017

OPERATIONAL & MAINTENANCE MANUAL | NAVAJO DIVISION OF TRANSPORTATION

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1. PURPOSE

The primary purpose of operations and maintenance ("O&M") for the roadway lighting system is to mitigate electrical hazard to the public and comply with the requirements.

The Navajo Nation (Nation) through the Navajo Division of Transportation (Navajo DOT) is responsible for the inspection, operation, maintenance, repair, and upgrade of light fixtures and lighting systems associated to roadway lighting as stated in Joint Powers Agreement, Contract No. J00805. However, the Nation does not maintain lighting on private property, including parking lots, driveways and private streets.

2. OBJECTIVE

The objective of lighting maintenance is to ensure efficient, safe and reliable working process. Lighting operations and maintenance are the practices that keep lighting systems working at its peak performance.

3. SCOPE

The scope of the operational and maintenance is inclusive of all roadway illumination equipment on public Rights of Way, including lighting and poles. The equipment consists of poles, luminaires, brackets, photocells, lamps, relays, conductors, ducts, vaults, pull boxes and associated hardware.

4. RESPONSIBILITY

The Nation shall employ contractor(s) to maintenance all roadway lightings and equipment which includes the replacement of light poles, replacement of light bulbs and meter power installation in the event of accidental damage. Furthermore, the Nation shall pay for all operational and maintenance cost and identify budget and funds each year to fulfill the needs for operation and maintenance responsibilities.

Navajo DOT shall budget for the operation and maintenance of all roadway system annually with internal/external business unit accounts. Future budgets will reflect the actual cost history of the roadway lighting system along with any projected additional system costs.

5. OPERATION AND MAINTENANCE

A. GENERAL

The roadway lighting system should be maintained according to this guideline. Defects in the roadway lighting system should be identified, documented, and corrected by appropriate action, whether by routine maintenance (preventive) or non-routine maintenance (reactive). Navajo DOT shall be responsible for the proper inspection, maintenance and operation from the meter box to the roadway light poles.

Preventive maintenance consists of formal procedures and tasks that help prevent unplanned breakdowns, failures, unplanned outages and insure equipment is operating properly. Reactive maintenance is nothing more than reacting to failed equipment by restoring its intended function.

6. ROUTINE MAINTENANCE

Routine maintenance means preventative maintenance carried out on equipment at specified intervals and includes, but is not limited to checking, testing, cleaning, tightening, etc. of equipment as well as minor repairs (generally with hand tools and with materials at hand). The purpose of Routine Maintenance is to ensure that problems are solved before failures occur. Minor maintenance problems that cannot be corrected “on the spot” shall be logged and scheduled for further follow-up.

This will be achieved by:

- Regular night inspection for failed lamps.
- The replacement or repair of defective equipment.
- Cleaning the optical components.
- Cleaning of the panels and fuse boxes.
- Cleaning of the substations and manholes.
- Regular testing of the electrical equipment.
- Repair damaged concrete foundations.
- Repair damaged poles.
- Repair damage to wiring.

A. CLEANING

The cleaning should take in account of level of air pollen. Light from the lantern will reduce with time due to dust and dirt buildup on both inside and outside faces of the optical components. To minimize this it is essential to clean regularly. Plastic surface should not be polished. They should be cleaned with water containing small quantity of suitable detergent.

B. REPAIRS

This includes such as:

- Replacement of random type failure.
- Replacement or repair of faulty equipment, electrical and structural.
- Supply fault rectification.
- Replacement or repair of equipment damaged by accidents or vandalism.
- The repair team should carry sufficient replacement component.

C. REPLACEMENT OF LAMPS

- Random Change (reactive maintenance).
- Replace individually lamps.
- Bulk change (preventative maintenance).
- Replace groups of lamps at a predetermined life.

D. SCHEDULES

An important part of the O&M manual is schedules for cleaning fixtures, replacing bulbs, and measuring energy use and lighting levels. Performance measurements should be done quarterly and annually, to provide operators with enough data to tell when systems are beginning to perform poorly.

Quarterly inspection should consist of a nighttime ride-through inspection. The inspection should concentrate on easily identifiable deficiencies such as non-operating lights, missing poles, etc.

The annual inspection should consist of a more comprehensive walk through inspection.

It should concentrate on identifying some of the less obvious deficiencies. Such as plumb light poles, removal of covers, junction boxes, vaults, wiring and foundations.

Annual Maintenance Inspection Schedule

Eastern Agency	Northern Agency	Central Agency	Fort Defiance Agency	Western Agency
March – April	May – June	July – August	September – October	November - December

7. INVENTORY

Accurate records are vital to successful running of a lighting system:

- To identify the equipment installed.
- To monitor equipment performance.
- Verify energy change (if not metered).
- Identify the number as recorded on the pole or equipment.
- Location.
- Mounting height and bracket outreach.
- Type of mounting (column, pole or wall bracket)
- Electricity supply.
- Lantern type.
- Light source (type and wattage).
- Route maintenance dates.

A. TYPE OF STREET LIGHTING PROBLEMS

- Broken glass
- Damaged pole(s)
- Damages fuse boxes
- Damage concrete foundations
- Exposed power cables
- Flickering
- Graffiti on poles and service panels
- Ignitor out
- Lantern hanging off
- Leaning poles
- Lights which are not operating
- Lights which are going on and off

- Lights on in daylight hours
- Lights out all together
- Loose columns in the ground
- No numbering on poles.

8. ELECTRICAL SAFETY

NMDOT shall provide the Nation with as-built drawings and a complete list of all parts and components used, including the brands and specifications. NMDOT shall provide access to NMDOT's current requirements and specifications for maintenance and provide consultation as needed on upgrades.

Federal and local laws and by-laws pertaining to the electrical work, as well as, by the latest issue of the electrical safety code standards related to the electrical work, shall govern all electrical work. In the event of conflict of regulations, the strictest regulation shall supersede.

Work performed on roadway lighting systems must be inspected by a certified personal. Inspections and permits may be requested individually, or an annual inspection agreement may be entered into with the Nation through the Navajo DOT - Department of Roads, for the inspection of electrical maintenance work performed on roadway electrical systems.

9. NAVAJO TRIBAL UTILITY AUTHORITY (NTUA)

NTUA has a vast network of electric, natural gas, wastewater and water utility lines. Most of the utility lines are underground and some electrical cables are overhead. These lines are very hazardous if exposed or damaged.

A. CALL BEFORE YOU DIG

For the safety of the public and safety of the workers performing maintenance on all roadway lighting and electrical components, the O&M requires any repair crew performing maintenance to contact the local utility authorities before excavating.

1. Call NTUA at least two full working days before you dig.
2. If possible have your dig site marked with white paint.
3. NTUA will respond to your request. Do not begin excavation until all utilities have been located, verified and marked.
4. Exercise extreme caution when working around all underground and all overhead utilities.
5. Report any and all damages to NTUA immediately. All damages, including a gouge, nicks, cuts, scrapes and dents.
6. Call the NTUA Safety Department at 928-729-5721 if you have any questions.

10. NON-ROUTINE MAINTENANCE

Non-routine maintenance is required whenever there is a critical failure of any system component of the Roadway Lighting System or whenever vehicular accidents, weather or other factors have caused damage to electrical system and components. It requires immediate action and takes precedence over routine maintenance activities for the duration of the required action. Critical

failure means any failure related to the system components, which causes the improper operation or the failure of any system component that adversely affects the Roadway Lighting System or impacts on the public safety. Critical failures of the roadway lighting system are identified as followed:

- Aerial Span Wire Down
- Pole Knocked Down or Hit
- Power Supply Knocked Down
- Power Supply Failure
- Ground Fault
- Presence of Voltage on Non-Current Carrying System Components
- Energization of Surfaces Accessible by the Public
- Overhead equipment unfastened or hanging over roadway
- Damage that exposes the public to energized electrical equipment(e.g. vandalism)
- Faulty Photo Control Circuits for Group Control of Lighting

After detecting or being made aware of the critical failure, non-routine maintenance should be initiated in a timely manner.

A. EMERGENCY REPAIR METHOD AND PROCEDURE:

1. Secure the location according to local work zone traffic control plan. Coordinate with the utility authorities and on-duty police officer if additional assistance is needed at the site. The repair crew shall inspect the type of emergency, damage, knock down and road condition. Attachments to knock down pole, such as traffic sign, light fixture, bracket arms, etc., shall be noted.
2. Prior to the start of any repair work, request appropriate journeyman, lineman, specialist or other help if needed and use the safest method for all existing conditions.
3. If the damaged pole is a streetlight only pole, perform emergency repair as appropriate; otherwise, notify the corresponding pole owners. Traffic signal and traffic sign support poles are maintained by community traffic operations department.
4. If the damaged facility carries electrical cables and priority repair is required, inspect the electrical system. When deficiencies are found, they shall be repaired immediately or make safe for next working day repair. Make safe any exposed wires, connectors and components.
5. Remove facilities if possible to reduce potential damage. Clear pole, obstruction and debris from roadway.
6. The repair crew shall record all completed work activities on a work order with Incident or Motor Vehicle Collision Number if available.

11. VEHICLE ACCIDENT

In the event where the vehicle collides into a roadway light pole, the damage can be very significant to the vehicle, the light pole and injuries to the driver and passengers. This type of

incident results in the need for attendance by a number of emergency personnel such as Police, Ambulance and Fire Brigade. Since the New Mexico DOT is the sole owner of the roadway lighting poles, they will take action needed to collect the expense for the repair or replacement of the system damaged for the Navajo Nation.

12. AS-BUILT INFORMATION

The contractor shall be responsible for providing the Navajo Division of Transportation as-built drawings and details of the entire new roadway lighting systems installed. The drawings shall show actual location of the installed systems and shall be submitted to the Roads Department. A copy of any material changes, showing manufacturer information shall also be submitted.

13. DESIGN GUIDELINE ATTACHMENTS

The following attachments are referenced in the document. (Sample)

Drawing Number	Title	Revision Date
Pole10	Street Lighting	
Pole20	Pole 20	
DISC	Direct Buried Pole	
JBOX	Wiring Diagram	
BASE	Junction Box and Mounting Base Detail	

Document No. 008043Date Issued: 05/18/2017**SECTION 164 REVIEW FORM**Title of Document: NM JPA Global Lighting Agreement Contact Name: BEGAY, ARDANIEL JOEProgram/Division: DIVISION OF TRANSPORTATIONEmail: abegay@navajodot.org Phone Number: 505-371-8351Division Director Approval for 164A: [Signature] 19 May 17

Check document category; only submit to category reviewers. Each reviewer has a maximum 7 working days, except Business Regulatory Department which has 2 days, to review and determine whether the document(s) are sufficient or insufficient. If deemed insufficient, a memorandum explaining the insufficiency of the document(s) is required.

Section 164(A) Final approval rests with Legislative Standing Committee(s) or Council

<input type="checkbox"/> Statement of Policy or Positive Law:			Sufficient	Insufficient
1. OAG:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)				
1. OMB:	<u>CMH - see memo</u>	Date: <u>5/25/2017</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. OOC:	<u>[Signature]</u>	Date: <u>6/28/2017</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. OAG:	<u>[Signature]</u>	Date: <u>7/6/17</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section 164(B) Final approval rests with the President of the Navajo Nation

<input type="checkbox"/> Grant/Funding Agreement or amendment:				
1. Division:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
2. OMB:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
3. OOC:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
4. OAG:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Subcontract/Contract expending or receiving funds or amendment:				
1. Division:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
2. BRD:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
3. OMB:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
4. OOC:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
5. OAG:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:				
1. Division:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
2. OAG:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> M.O.A. or Letter of Assurance expending or receiving funds or amendment:				
1. Division:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
2. OMB:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
3. OOC:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
4. OAG:		Date:	<input type="checkbox"/>	<input type="checkbox"/>