Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: November 22, 2013

To: Johnny Baca, Traffic Manager

Cc: Robert Martinez, Transportation-SW Division Director

From: Bill Taylor, ASD/Purchasing

Subject: Declaration of Emergency Determination

On Thursday, November 21, 2013, a large dump truck was traveling on US 285 with his dump in an upward position. This caused damage to the overhead mast arm of the traffic signal assembly. Santa Fe County obligated to cover all costs associated to this accidental damage and provide emergency shutdown measures and emergency traffic control based on Lighting and Signalization Agreement with the New Mexico Department of Transportation, Contract #009448 (attached).

On Friday, November 22, 2013, Purchasing Division received the attached Declaration of Emergency Request form from Johnny Baca from the Public Works Department. The attached memorandum declares that the emergency condition exists pursuant to Section 13-1-127 NMSA 1978 and the immediate threat to the health and safety of the public and residents who travel through that intersection. Therefore an emergency Purchase Order was processed with the following information:

Contractor Name:	Bixby Electric 521 Wheeler Ave. SE Albuquerque, NM 87102
Scope of Work:	Replace Mastarm with hardware with NMDOT supplies mastarm, signals, and cable.
Estimated Cost:	$26,015.90 (exclusive of GRT)

Determination:

Pursuant to Section 13-1-127 NMSA 1978, Santa Fe County Purchasing Division determined that an emergency condition exists and justifies the procurement of the repair and replacement of the overhead mast arm of the traffic signal assembly on US Hwy 285.

Santa Fe County / Purchasing Division
142 W. Palace Ave.
Santa Fe, NM 87501
(505) 986-6354

REQUEST FOR DECLARATION OF EMERGENCY PROCUREMENT

To facilitate the process and obtain a complete request for emergency assistance, please provide the following: ***completed form and detailed memo of justification to: Bill Taylor, Procurement Manager, SFC, (505) 986-6373, or mail original to above address, or e-mail to*** **wtaylor@santafecounty.org**.

Submittal of DOE request does not constitute an emergency situation. Request will be reviewed and verified by the Procurement Manager, if possible, and determination made on options, which best suits your needs.

Date of Request 11-21-13

Person Making Request & Title Johnny Baca Traffic Manager

Department & Agency Public Works/Traffic Division

Ph. (505) 992-3020 Cell (505) 490-3418 Fax (505) 992-3028

Building Name SFC Public Works Department

Physical Address 424NM 599

City & Zip Code Santa Fe 87504

Other Tenant(s) in Building

Information surrounding the emergency situation (include the following: ***describe the problem in detail***; indicate times, dates and extent of damages; has any action been taken? any other information which will help determine this request qualifies as an emergency)

At approximately 3:38pm on Thursday 11-21-13, I was notified by Bobby Anaya with the NMDOT regarding the report accidental damage to the traffic signal at the intersection of Ave. Amistad and US 285 in the Eldorado area. Apparently a large dump truck was observed traveling with his dump in the upward position, ultimately hitting the overhead mast arm of this traffic signal assembly. A police report will be retrieved by Mark Lujan, SFC Risk Manager.

Per the lighting and signalization agreement with the NMDOT dated 5-18-1999 (see attached), SFC is responsible to cover all costs associated to this accidental damage and provide emergency shutdown

measures and emergency traffic control. This matter is clearly detrimental to the health safety and welfare of the motorists who use this facility.

Note:

Emergency declaration from SFC-Procurement Division requires meeting criteria for emergency accordance of New Mexico State Statue (Sections 13-1-127 and 13-1-128 NMSA 1978). Prior to SFC- Purchasing Division authorization of funds for any emergency, the department must certify to SFC-Purchasing availability of funds to cover the emergency services. Please have your authorized person verify the following and sign with attached requisition and back-up.

(√ one)

1. _____ the department will pay for the entire cost of the emergency

2. _____ the department can participate with $ _____

3. _____ the department does not have any funds to cover the cost of the emergency

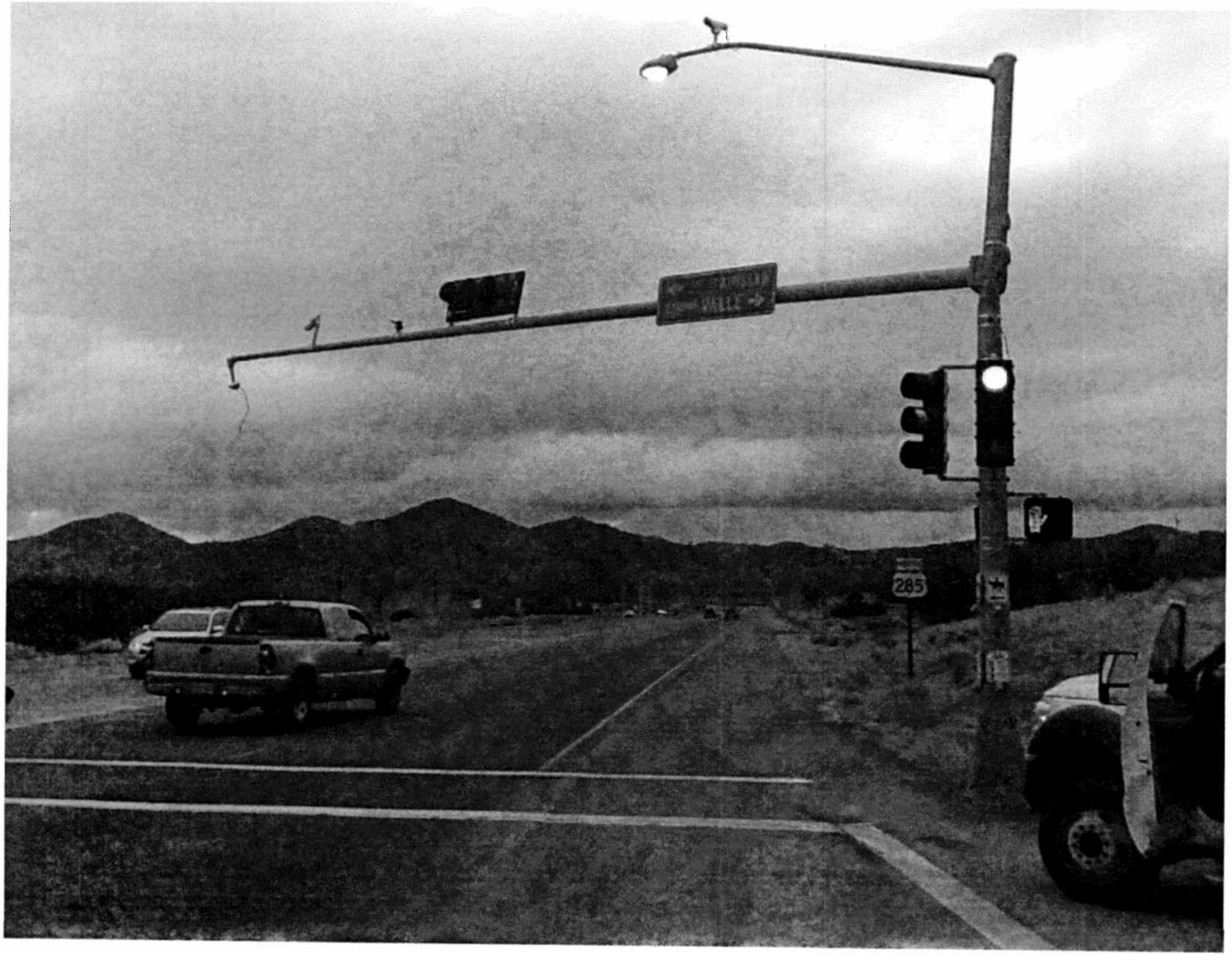
4. __X__ other arrangements (specify) Insurance Claim

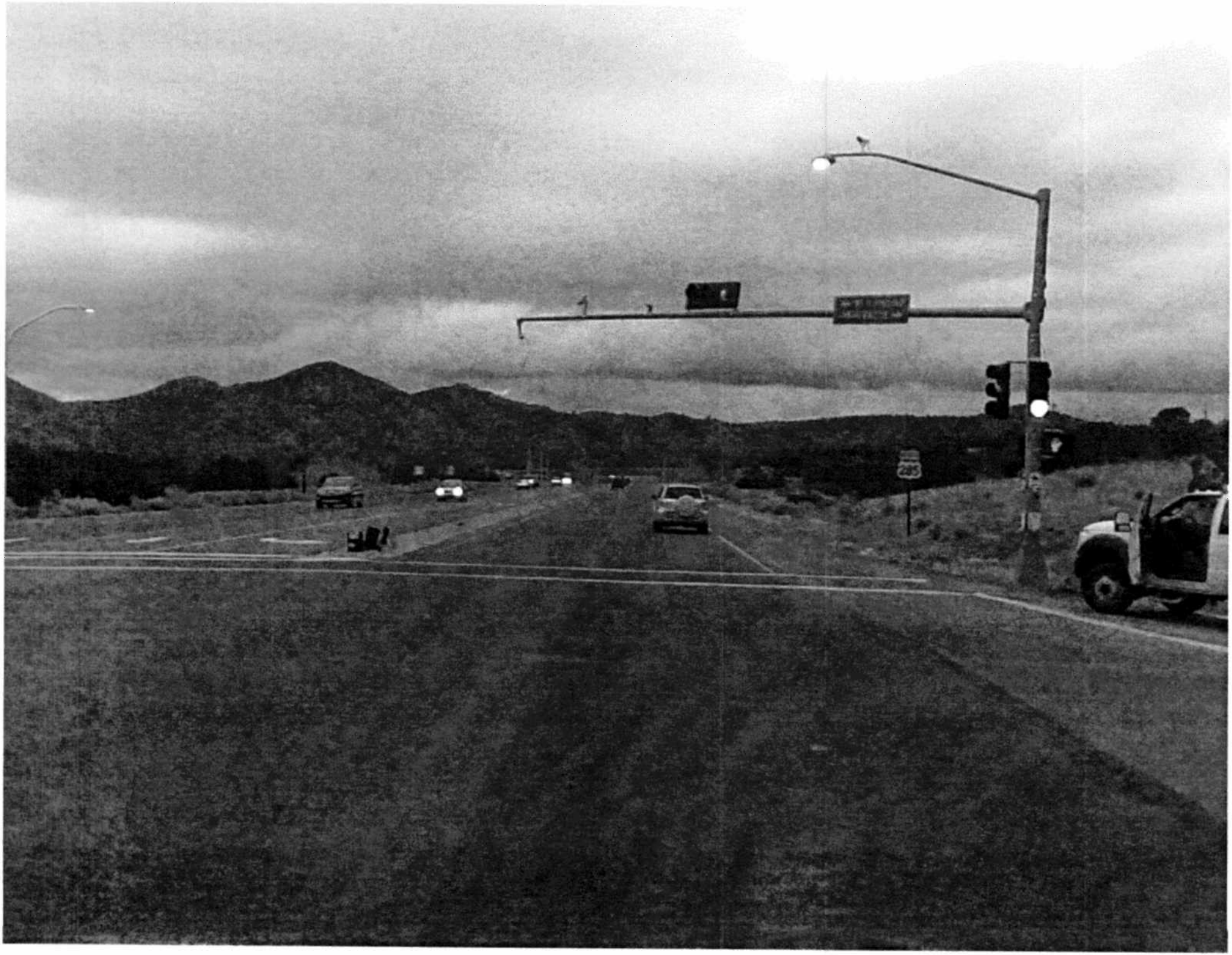
Printed Name Johnny P. Baca

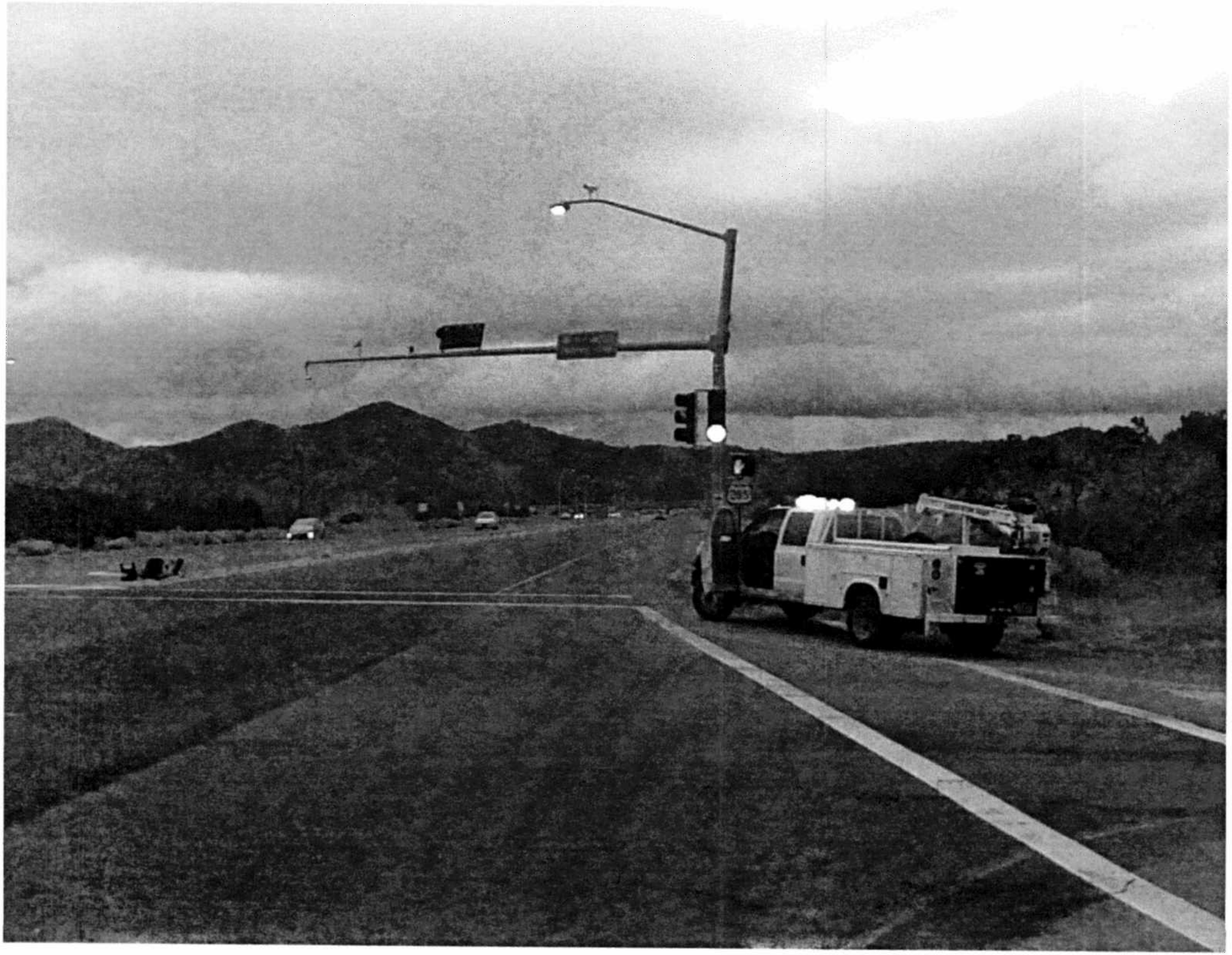
Signature _____ Date 11-22-13

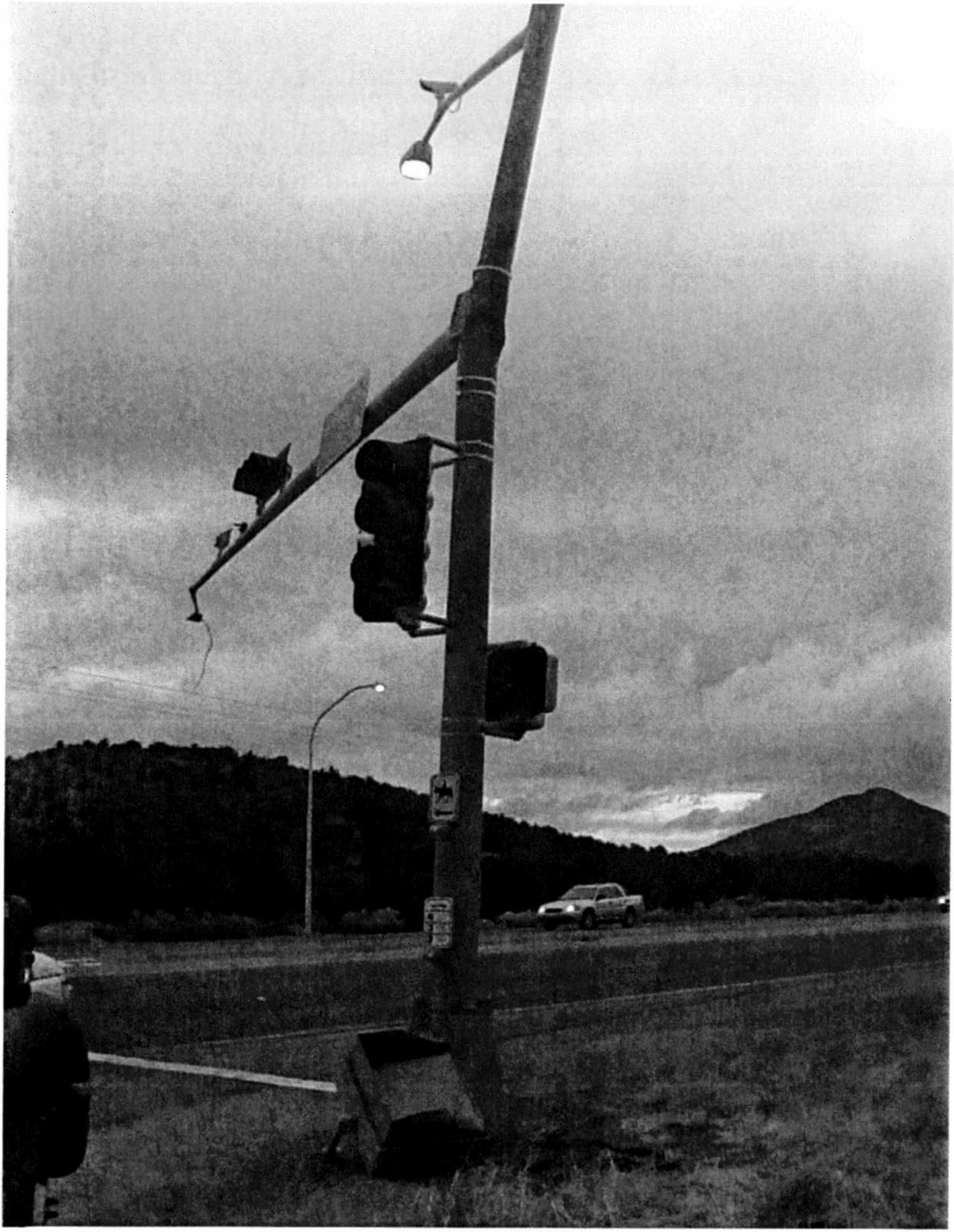
Title Traffic Manager Cell (505) 490-3418 Ph. (505) 992-3020

(Include additional sheets, other substantiating documents or pictures related to your request- include requisition and justification memo)


VALLE
285


285





CONTRACT NO. 008948
VENDOR NO. 506170

LIGHTING AND SIGNALIZATION AGREEMENT

THIS AGREEMENT, made and entered into this 18TH day of MAY, 1999, by and between the State Highway and Transportation Department of New Mexico, acting by and through the Secretary, hereinafter called the DEPARTMENT and the County of Santa Fe County New Mexico, by and through its duly elected County Commission, hereinafter called the PUBLIC ENTITY.

WITNESSETH:

WHEREAS, the DEPARTMENT contemplates the letting of a contracts for the construction of a highway project within the boundaries of the PUBLIC ENTITY, said project being identified as NH-285-5 (11)287, CN# 2981 on US 285 including the intersections at US 285/Avenida Vista Grande, US 285/Avenida Amistad, US 285/I-25 Ramps, and US 285/Old Las Vegas Highway.

WHEREAS, the PUBLIC ENTITY has requested that the DEPARTMENT participate in the installation of a Roadway Lighting System at the intersections of US 285/Avenida Vista Grande, US 285/Avenida Amistad, US 285/I-25 Ramps, and US 285/Old Las Vegas Highway and the installation of Traffic Signals and Warning Beacon System at Avenida Vista Grande and Avenida Amistad, the exact design to be determined by the DEPARTMENT.

WHEREAS, the installation of the traffic signal will assist in relieving traffic congestion and the installation of roadway lighting will promote traffic safety.

WHEREAS, the DEPARTMENT agrees that signalization at the intersections of US 285/Avenida Vista Grande, and US 285/Avenida Amistad is warranted and concurs with the construction of said traffic signals.

WHEREAS, it is the desire of the parties to set forth their understandings and agreements pursuant to which the improvements shall be made and subsequently operated and maintained as required.

WHEREAS, the intersections of US 285/ Avenida Vista Grande, and US 285/Avenida Amistad are within the guidelines of required spacing criteria for the DEPARTEMENTS " Traffic Signal AD 232-95".

NOW THEREFORE THE DEPARTMENT AGREES:

1. That it will provide the necessary plan and estimates and other documents required for the construction of the Project and cause the Project to be constructed in the manner provided by law in accordance with such plans and documents.

2. That it will provide and install new signal control equipment with meter pedestals, controllers, cabinets, footings, poles, signal heads, conduit, wiring, video vehicle detection equipment, and pre-empt equipment for complete signalization of the Traffic Signal and Warning Beacon System for the Project.

3. That it will provide and install new control cabinets, underground conduits, wiring, footings, poles, and luminaires at the above named intersections for the Roadway Lighting System. This system includes 55 luminiraires mounted on 12 Type III standards, 7 Type V standards with double arms, and 29 Type V standards with single arm, for the total of 48 poles, the exact locations to be determined by the DEPARTMENT.

4. That it will provide routine maintenance such as lamp replacements and make any repairs necessary due to accidental damage to, or failure of the meter pedestal, controller, cabinets, footings, poles, signal heads, detection equipment, pre-empt equipment, conduits, and wiring for the Traffic Signal and Warning Beacon. The PUBLIC ENTITY will compensate the DEPARTMENT for this work.

5. Make all timing adjustments to the controller equipment for the Traffic Signal and Warning Beacon System and to review the Traffic Signal and Warning Beacon System for efficient and satisfactory operation.

THE PUBLIC ENTITY AGREES:

1. After subject signal have been constructed, that it will provide, at its own expense, all electrical energy, and compensate the DEPARTEMENT for routine maintenance and any repairs necessary due to accidental damage to, or equipment failure of the meter pedestal, controller cabinet, footings, poles, signal heads, video vehicle detection system, pre-empt equipment, conduit, wiring, and hazard identification beacon.

2. That should signal system receive accidental damage or equipment failure, it will provide, for equipment shut-down and/or emergency traffic control as needed and shall promptly notify the Traffic Service Section of the DEPARTMENT; (505) 827-5578.

3. That after installation of the roadway lighting system, it will provide, at its own expense, all electrical energy, fixture and lamp maintenance, pole replacement and such other items as may be necessary for continued satisfactory operation of said roadway lighting system. That should accidental damage (to pole and fixture) or equipment failure occurs to the lighting system, the PUBLIC ENTITY shall promptly take whatever actions are necessary to return the operation of the lighting system to satisfactory conditions.

4. Make ample provisions in its budget each year for the cost of maintaining and providing the energy and telephone service to the Traffic Signal and Warning Beacon System and Roadway Lighting System as defined in this Agreement.

5. The PUBLIC ENTITY shall indemnify and hold harmless the DEPARTEMENT, its officers and employees, against liability, claims, damages, loss or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, PUBLIC ENTITY'S and/or its employees, own negligent act(s) or omission(s) while PUBLIC ENTITY'S employees perform(s) or fails to perform it obligations and duties under the terms and conditions of this Agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (41-4-1, et seq., N.M.S.A. 1978 Comp.) and (Section 56-7-1, N.M.S.A. 1978 Comp), and any amendments thereto.

THE DEPARTEMENT AND PUBLIC ENTITY AGREE:

1. It is specially agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary or to authorize any one 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 other claim(s) whatsoever pursuant to the provision of this Agreement.

2. Any alteration or revision of this Agreement must be in writing and must have the written approval of the Secretary of the Highway & Transportation Department in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinafter first written.

NEW MEXICO STATE HIGHWAY & TRANSPORTATION DEPARTMENT

By: _____
SECRETARY

RECOMMENDED

By: _____ 5/18/99
NMSH&TD DISTRICT 5 ENGINEER

By: _____ 5/14/99
TRAFFIC TECHNICAL SUPPORT ENGINEER

By. _____ 5-16-99
TRAFFIC SERVICES ENGINEER

COUNTY OF SANTA FE

By: _____

ATTEST: _____
Clerk

Approved as to Legal Form:

By: _____
DEPUTY COUNTY ATTORNEY