



MEMORANDUM

Date: September 11, 2015

To: The Honorable Chair and Members
Pima County Board of Supervisors

From: C.H. Huckelberry
County Administrator 

Re: **September 1, 2015 Consent Agenda Item Number 5**

At the September 1, 2015 Board of Supervisors meeting, Consent Agenda Item Number 5 regarding a Job Order Contract for Pima Communications Tower was continued to September 15.

A number of questions were raised by Supervisors Ally Miller and Richard Elías. Attached is a September 8, 2015 memorandum from Deputy County Administrators Jan Leshar and Tom Burke regarding this matter. A supplemental September 10, 2015 memorandum addressing the environmental compliance requirements is also attached.

The concerns raised by the Board were related to financial viability to provide repair and maintenance services and compliance with environmental permitting requirements. These concerns have been addressed.

The original contract contained a number of clauses, conditions and sections that hold the contractor to strict compliance regarding liability and performance requirements. Hence, the issues raised by Supervisor Miller were already included in the language of the contract proposed to the Board of September 1, 2015.

Mr. Burke's September 10 memorandum addresses environmental compliance. It should be noted that environmental compliance requirements are traditionally imposed on the initial location of a facility or a site that has environmental issues, constraints or concerns. Regarding Pima County's compliance, we have gone above and beyond those requirements, including a series of requirements in our contract with the vendor that require them to obey all local, federal and state laws, rules, regulations and standards regarding environmental issues. The contractor is then held responsible for the preservation and protection of all public and private property on the surface, underground, or on or adjacent to the tower site.

Finally, the contractor is required to protect archeological features and required to consult the Office of Sustainability and Conservation to determine what additional work may be asked of them to protect the site.

The Honorable Chair and Members, Pima County Board of Supervisors
Re: **September 1, 2015 Consent Agenda Item Number 5**
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These requirements completely and adequately protect the sites in question. Therefore, I recommend the Board approve the original Job Order Contract for communications tower site maintenance with ADW Communications Services, Inc.

CHH/anc

Attachments

c: Tom Burke, Deputy County Administrator for Administration
Jan Leshar, Deputy County Administrator for Community and Health Services
Jesse Rodriguez, Director, Information Technology
Linda Mayro, Director, Office of Sustainability and Conservation



MEMORANDUM

Date: September 8, 2015

To: Chuck Huckelberry
County Administrator

From: Jan Leshner 
Deputy County Administrator
for Medical and Health Services

Tom Burke 
Deputy County Administrator
for Administration

Re: **September 1, 2015, Consent Agenda Item 5 Regarding Job Order Contract for Pima County Communications Tower Site Maintenance**

Your September 3, 2015 Memorandum noted that during the September 1 meeting of the Board of Supervisors, a variety of questions were raised regarding the Job Order Contract for Pima County Communications Tower Site Maintenance and asked for a comprehensive report to be prepared for the Board of Supervisors for their September 15, 2015 meeting.

The attached Memorandum from Mr. John Voorhees, Executive Director of the Pima County Wireless Integrated Network (PCWIN), acknowledges and clarifies misunderstandings that occurred related to this contract and recommends approval of the agreement.

As noted in Mr. Voorhees' Memorandum, there are four parts or categories of a tower site: the real estate or land on which the site is located, the facilities that house the equipment, the equipment itself and the tower. While PCWIN has referred to the infrastructure as a "PCWIN tower" or a "PCWIN site", that is not accurate terminology. PCWIN owns only the equipment on 18 of the tower sites.

Since the contract provides service for Information Technology Department (ITD) assets, it is appropriate that the General Fund be the funding source.

A summary of the benefit of the Information Technology Department's (ITD) Maintenance Contract to PCWIN is found in Mr. Voorhees' Memorandum (Attachment A). Also attached is a summary of the Pima County Tower and Site Maintenance Program (Attachment B) and a chart that describes each Pima County Communications Tower and provides information related to each tower, including such things as ownership, type, users, and maintenance required.

JKL/TB/sp

Attachment

c: Jesse Rodriguez, Director, Information Technology Department
John Voorhees, Director, Pima County Wireless Integrated Network
Anthony Casella, Deputy Director, Information Technology Department

ATTACHMENT A

Date: September 4, 2015

From: John Voorhees
PCWIN Executive Director

To: Chuck Huckelberry
County Administrator

Re: ITD Tower Maintenance Contract

Introduction

In response to your request for information I have prepared the following memo. I will attempt to dispel some key misunderstandings about the contract, describe the nature of the tower contract and its impact on the PCWIN network and fund, and the requirement to satisfy regulations, safety codes, and cultural restrictions regarding building and tower maintenance.

Misunderstandings about the contract and PCWIN

On September 1, 2015 I was made aware that a contract between Pima County ITD (PCITD) and ADW Communication Services as well as International Towers was provided to the Pima County Board of Supervisors for their review and approval. The contract (MA-PO-16*048) is for contracted services for tower maintenance on Pima County owned towers, several of which house the infrastructure of the Pima County Wireless Integrated Network. The contract is very broad in scope covering the support of the PCITD Tower Maintenance Program, routine servicing issues, as well as major site reconditioning and emergency recovery. Since the Board of Supervisors meeting there has been substantial conversation regarding the nature of the contract and its impact on PCWIN. I believe there are some misunderstandings about the nature of a tower site and the scope of the contract in question.

The first misunderstandings regarding the contract can be, in part, traced back to misuses of terminology used when referring to sites. A tower site can be, in simple terms, divided into 4 categories: the real estate or land on which the site is located, the facilities which house radio equipment, the equipment itself (radio antennae, radio repeaters, routers, switches, generators, and batteries), and the tower (the structure that supports the equipment). In PCWIN, staff often refers to our infrastructure as a "PCWIN tower" or a "PCWIN site". This is not accurate terminology. While PCWIN operates equipment at a site and at times is the only customer on a site, PCWIN does not own towers or real estate. PCWIN as a radio system only owns the voice radio equipment that resides at 18 geographic sites. Because the bond project purchased/leased real estate and towers for Pima County to install the radio system, there is a common misconception that the towers are PCWIN property. The towers at several PCWIN sites are managed by Pima County (specifically Pima County ITD). The specific locations where Pima County owns the towers are identified in Exhibit 1.

It was also misunderstood that the majority of the towers associated with the contract were PCWIN sites. PCWIN is one of several beneficiaries of this tower contract. The Tower Site Maintenance program that accompanied the contract package as well as the Board of Supervisors agenda item report alluded to the contract maintenance of 19 sites. Because PCWIN operates 18 tower sites around Pima County, I made an inaccurate assumption that the contract featured mainly PCWIN sites. In fact, of the (now) 23 County owned towers and rooftops covered in the contract only 9

house PCWIN equipment. The remaining towers and rooftops are for Pima County departments such as Regional Flood Control, Wastewater, the Office of Emergency Management, and other commercial providers. PCWIN's remaining sites are maintained through a network of agreements with other municipalities and third party agencies. Exhibit 1 details the relationships at each of the tower sites associated with the maintenance contract

PCWIN housed equipment sites are in green.

The Tower Maintenance Contract and its Impact on PCWIN

Of the 4 categories that comprise a site, 3 of them are currently covered by contracts, MOUs or other support agreements between Pima County and other municipalities/commercial contractors. The PCWIN radio equipment is maintained internally by PC ITD Wireless Services and the City of Tucson's (CoT) Communication Maintenance. These technicians are highly trained to operate and modify the Motorola radio equipment. The radio network backhaul support located at these sites and others is a joint maintenance venture between Pima County and CoT Technicians from the IT and General Services staffs of each municipality. They work together to keep the PCWIN microwave dishes and fiber optic network in optimum working order. Commercial agencies such as Cisco, and Logicalis also perform a maintenance function on the equipment located at these sites. The facilities owned by Pima County are generally maintained by Pima County Facilities Management. This includes routine building maintenance, generator equipment servicing, and grounds keeping. There are other arrangements in place to service facilities on sites where the real estate is not owned by Pima County. These partnerships and contractual agreements are numerous and complex, but have been effective in maintaining the PCWIN network thus far.

The one category lacking any systematic maintenance arrangement is the tower itself. Pima County ITD recognized this short fall for all County towers and rooftops and attempted to correct the situation by pursuing the contract in question. The contract is broad and divides the stated work into three main categories: Tower Site Emergency Restoration, Tower Site Inspection, and Tower Site Maintenance Services. Tower Site Emergency Restoration and Inspection are generally the purview of the contracted vendors. There is some potential task overlap between the contract Statement of Work and the arrangements made for routine maintenance by Pima County Facilities Management under Tower Site Maintenance Services. It is my understanding that these areas of overlap are to allow redundancy for times when PCFM may not be immediately available. Because PCWIN is a public safety radio system, Pima County ITD is sensitive to the critical nature of the communications system and seeks to bolster its resources to recover PCWIN from an outage as quickly as possible. Both of the tower maintenance companies awarded the contract are trained and capable resources to perform maintenance actions (emergency and routine) should PCFM resources be limited. It is my further understanding that these commercial agencies would not be used in the routine (day-to-day) maintenance of the Pima County sites. Because PCWIN pays PCFM for day-to-day services rendered at its Pima County-owned sites (as well as any training required for site access), it is not in the best interest of PCWIN to duplicate that effort between PCFM and the commercial vendors in this contract. Exhibit 1 shows the Pima County Tower Maintenance Program task list. This list also shows the parties responsible to pay for services rendered.

The PCWIN Special Revenue Fund budget includes capacity to pay PCFM employees while they perform the day-to-day maintenance of the Pima County-owned sites. In FY 14/15 PCWIN paid \$36,679.03 to PCFM to maintain five Pima County sites associated with the radio system. PCWIN also pays Tucson Electric Power, AZ State Land Department, Southern AZ Television, and a host of other agencies for land leases, facility rental, electrical power, and maintenance

services for the non-Pima County owned sites. Last year PCWIN paid outside agencies nearly \$320,000 to rent facilities and perform routine maintenance on non-Pima County owned sites in support of the PCWIN radio system. The Pima County ITD tower contract is funded through a General Fund unit in Pima County ITD (unit 2128). The fiscal impact to the PCWIN Special Revenue Fund should be minimal, however, in those circumstances when action on the contract directly supports the PCWIN mission, a mechanism for notification and negotiation should be instituted. If PCWIN is expected to repay the cost of emergency restoration of a site (for example refilling a generator fuel tank). PCWIN should have advance notice of the possible expense whenever feasible.

Regulatory restrictions and Environmental concerns

Tower maintenance standards are governed by several key principles. The Telecommunications Industries Association (TIA) adopts standards for tower and antenna supporting structures as the leading trade association representing the information and communications industry. TIA-222-G delineates the standards for tower structures and is derived from the American Society of Civil Engineers (ASCE) 7-02, *Minimum Design Loads for Buildings and Other Structures*. The National Fire Protection Association (NFPA) governs the building code and construction processes from a fire protection standpoint. The Federal Communications Commission (FCC) offers guidance regarding the authorized frequency spectrum and licensing to radio networks. Finally, the Federal Aviation Administration (FAA) also issues guidance regarding the use of appropriate lighting on towers based on height, flight traffic, and so on. There are a host of other guidelines (including local building codes and policies) that require careful attention and planning when constructing or repairing a radio antenna site.

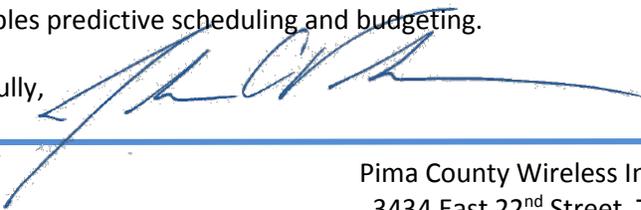
Pima County ITD is very familiar with accepted standards in the industry. As project manager of the 2004 Bond project which created PCWIN, Pima County ITD had to apply all federal, state, and local regulations to the project implementation. There were significant regulatory restrictions involved in all of the PCWIN site locations. In addition to federal and industry standards there were restrictions placed on the site development process due to cultural sensitivity. Sites located on Child's Mountain, Colorado Peak, and Tumamoc Hill were sites with significant cultural and environmental restrictions. All County staff and contractor personnel were required to attend training on cultural and environmental sensitivity, and archeological and tribal observers had to be present during the construction phase to ensure the cultural objectives of the site were met. All work was also overseen by Pima County Office of Preservation and Sustainability.

The contract vendors selected are also familiar with these cultural and regulatory restrictions. In fact, International Towers built a few of the PCWIN sites (specifically sites CHILDS and Tumamoc). The staff at ADW Communications services built RVFD, Colorado Peak, and others. The contract requires the vendor to be familiar with these restrictions and abide by them while working on the sites.

Summary

I support the effort to codify a Tower Site Maintenance agreement with these highly experienced vendors. PCWIN is concerned that there could be a fiscal impact to the PCWIN Special Revenue Fund and will seek to facilitate a workflow that enables predictive scheduling and budgeting.

Respectfully,



Pima County Wireless Integrated Network
3434 East 22nd Street, Tucson, AZ 85742
(520) 724-9321

PIMA COUNTY TOWER AND SITE MAINTENANCE PROGRAM



San Xavier

Childs

Keystone

Green Valley

Marana

OVERVIEW:

Pima County currently manages 23 communications sites (rooftops and/or towers) on County owned property or property owned by other agencies. PCWIN equipment is currently on 9 of 23 County rooftops and/or towers. Several of these sites generate revenue for Pima County through Licensed Co-Located Tenants and host Pima County Departments (RWRD, RFCD, OEM), other Public Safety Agencies. Locations where the County owns the tower but not the property, equipment from the property owner may also be located on the tower. For these shared sites (RVFD, Tumamoc, Childs, etc.), the ownership and maintenance of assets are governed by BOS approved Master Site Agreements. These sites consist of a combination of buildings, towers, communication huts, rooftop antennas, shelters, and other assets. These sites are generally unattended and are sometimes separate from Pima County business facilities, requiring oversight, management and maintenance. Due to Licensing Agreements, ongoing technological initiatives, FCC Regulations, FAA Regulations, ANSI/TIA 222G annual inspection requirements, it was determined this tower site maintenance program be developed. Tower Maintenance for County owned towers is provided by the ITD JOC Contractor. Site Maintenance for County owned sites is provided by PCFM. Site Maintenance for shared sites is shared with the Site (property) Owner, as defined by the Master Site Agreement.

PIMA COUNTY TOWER AND SITE MAINTENANCE PROGRAM



Tumamoc



PECOC



Mt. Lemmon



Bank of America

TOWER AND SITE MAINTENANCE PLAN:

- Coordinate and document Pima County Facilities Maintenance and Information Technologies site maintenance responsibilities via the site responsibility matrix spreadsheet
- Develop a 5 year expenditure forecast
- Inspect, map, and document each tower and rooftop
- Document frequency inventory data for all licenses.
- Document tower drawings and associated Structural Analysis
- Inspect all towers and make repairs as required
- Verify site grounding
- Inspect shelters and make necessary repairs

PIMA COUNTY TOWER AND SITE MAINTENANCE PROGRAM

TASK DETAILS:

- Inspect antenna support structures, tower foundations, and anchors
- Tower Structural Analysis as required
- Inspect antennas, antenna support structures, transmission lines, and supports
- Inspect lighting systems
- Inspect dehydrator pressurization equipment
- Prepare Tower and Site Inspections Report with as-built drawings
- Photo document tower condition, antennas, hardware, and general site conditions
- Inspect grounding systems in accordance with R-56 Standards
- Make repairs as necessary to include tightening hardware, replace rusted or missing hardware, and document repairs
- Inspect surge suppressor devices and transmission line entrances
- Generator maintenance to include fail over testing and load bank testing – **Maintained by PCFM, funded by ITD Unit 2128, or PCWIN SRF**
- Generator fuel fill – **Maintained by PCFM, funded by ITD Unit 2128, or PCWIN SRF**
- UPS Maintenance - **Maintained by PCFM, funded by ITD Unit 2128, or PCWIN SRF**
- HVAC Maintenance - **Maintained by PCFM, funded by ITD Unit 2128, or PCWIN SRF**
- Fire Extinguisher inspection and replacement - **Maintained by PCFM, funded by ITD Unit 2128, or PCWIN SRF**
- Bi-annual shelter roofing inspection and maintenance - **Maintained by PCFM, funded by ITD Unit 2128, or PCWIN SRF**
- Exterminator services - **Maintained by PCFM, funded by ITD Unit 2128, or PCWIN SRF**
- Landscape maintenance and weed control - **Maintained by PCFM, funded by ITD Unit 2128, or PCWIN SRF**
- Door and lock maintenance - **Maintained by PCFM, funded by ITD Unit 2128, or PCWIN SRF**
- Fencing and security maintenance - **Maintained by PCFM, funded by ITD Unit 2128, or PCWIN SRF**
- Preparation of work orders for Facility Maintenance use
- Management of tenant co-locations
- Review and approval of documents associated with tenant Licensing



MEMORANDUM

Deputy County Administrator for Administration

Date: September 10, 2015

To: C.H. Huckelberry
County Administrator

From: Tom Burke
Deputy County Administrator

A handwritten signature in black ink, appearing to read "Tom Burke", is written over the typed name and title.

Re: **Board of Supervisors Meeting – September 15, 2015**
Agenda Item 10 – Contract Tower Maintenance

At the September 1, 2015, Board of Supervisor's meeting, the Board continued the item for contracts for ADW Communications Services, Inc., and International Towers, Inc., for communications tower site maintenance. One of the questions raised by the Board was whether the contracts with these entities contained provisions that would require protection of sensitive sites from damage and require the companies to pay for the restoration of any such damage.

Attached are excerpts from the form of contract that would require the companies to comply with federal, state and local laws and regulations and to restore or repair any damage caused. Article 6 of the agreement requires the contractors to comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders. Article 3 of the General Conditions in Exhibit B to the contract states in subparagraph f that contractor will be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work, and will conduct its operations to insure that prevention of injury or damage. Article 38 of the General Conditions refers to archeological features and requires the County Office of Conservation and Sustainability, Culture Resources Division, to determine any special monitoring requirement prior to any construction work.

TB/sp

Attachment

c: Jan Leshner, Deputy County Administrator, Medical and Health Services
Jesse Rodriguez, CIO, Information Technology Department
Linda Mayro, Director, Office of Sustainability and Conservation

CONTRACTOR will furnish COUNTY with certificates of insurance (valid ACORD form or equivalent approved by COUNTY) as required by this Contract. An authorized representative of the insurer will sign the certificates.

4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

4.4.2 All certificates required by this Contract will be sent directly to the Procurement Department. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

COUNTY Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

ARTICLE 5 - INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR indemnifies and holds harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of CONTRACTOR, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article do not extend to the negligence of COUNTY, its agents, employees or indemnities.

All warranty and indemnification obligations under this Contract survive expiration or termination of the Contract, unless expressly provided otherwise. Any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

Upon request, CONTRACTOR may fully indemnify and hold harmless any private property owner granting a right of entry to CONTRACTOR for the purpose of completing the project.

ARTICLE 6 - COMPLIANCE WITH LAWS

CONTRACTOR will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 7 - INDEPENDENT CONTRACTOR STATUS

The status of CONTRACTOR is that of an independent contractor and CONTRACTOR is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONTRACTOR will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONTRACTOR from COUNTY. CONTRACTOR will be responsible for program development and operation without supervision by COUNTY.

ARTICLE 8 - CONTRACTOR/SUBCONTRACTOR PERFORMANCE

CONTRACTOR will perform the work in accordance with the terms of the Contract and with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. CONTRACTOR will employ suitably trained and skilled personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONTRACTOR will obtain the approval of COUNTY.

The existence and locations of underground utilities indicated on the plans are not guaranteed and will be investigated and verified in the field by Contractor before starting work. Excavations in the vicinity of existing structures and utilities will be carefully done by hand. Contractor will be held responsible for any damage to, and for maintenance and protection of existing utilities and structures.

ARTICLE 3 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- a. **Laws to be Observed** -- Contractor is presumed to be familiar with and at all times will observe and comply with all Federal and State laws and local ordinances, worker's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor, also all laws, ordinances, and regulations in any manner affecting the conduct of the work and will indemnify and hold harmless County and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by Contractor or by Contractor's employees.
- b. **Permits and Licenses** -- County will procure all County building permits, and sewer connection fees. Contractor will post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor will procure and pay for all other permits, fees, and applications for water, gas, electric and other utilities.
- c. **Sanitary Provisions** -- Contractor will provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the Arizona Department of Health Services or other authorities having jurisdiction therein.
- d. **Public Convenience and Safety** -- Contractor will have due regard for the public health and will conduct the work in such a manner as to provide and insure the safety and convenience of the public.

When special conditions prevail and extraordinary measures are necessary, the details will be set forth in the General Conditions.

- e. **Barricades, Danger, Warning, and Detour Signs** -- Contractor will at its expense and without further order provide, erect, and maintain at all times during the progress or temporary suspension of the work such barricades, fences, warning lights, danger signals, reflectors, signs, or other protective devices as are required to insure the safety of the public, those engaged in connection with the work and the work itself.

Unless otherwise expressly stated in the Contract, no measurement or direct payment for this work will be made, but the cost of providing, erecting, and maintaining such protection devices, including guards, watchmen and/or flagmen as required will be considered as included and paid for in the contract prices for the work.

Use of Explosives -- Prohibited

- f. **Preservation and Restoration of Property** -- Contractor will be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and will conduct its operations so as to insure the prevention of injury or damage thereto. No land monuments or property will be disturbed or moved until an authorized agent has witnessed or otherwise referenced their locations.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence or the non-execution thereof on the part of Contractor, Contractor will restore such property at its own expense to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or it will make good such damage or injury in an acceptable manner.

- g. **Contractor's Responsibility for Work** -- Until written final acceptance of the work by COUNTY, Contractor will have the charge and care thereof and will take every precaution against injury or damage to any part thereof by action of elements, or from any other cause, whether arising from the execution or non-execution of the work. The Contractor will rebuild, repair, restore, and make good all injuries or damages of any portion of the work occasioned by any of the above causes before final acceptance and will bear the expense thereof.

In case of the suspension of work for any cause whatever, Contractor will be responsible for all work and materials and will take proper care of the work, storing all materials if necessary, and will provide suitable drainage of the work and erect necessary temporary structures.

handled with care, protected against excessive heat and cold; valve protection caps will be in place when cylinders are not in use.

16. Welding and cutting operations will be performed only by competently proven personnel.
17. Construction debris will be removed from buildings and site daily. Reasonably good housekeeping will be maintained at all times.
18. All machines using cutting oil will have metal drip pans under them to catch oil drippings, oil turnings and shavings.
19. No solvent with flash point below one hundred degrees Fahrenheit (100 degree F) will be used for cleaning equipment or parts.
20. No smoking or open fire of any kind will be permitted in areas where spray guns are in operation.
21. Wood sawdust and shavings and wood rubbish will not be allowed to accumulate on project site.
22. Adequate precautions will be taken to protect extensive formwork and scaffolding from exposure to and spread of fire.
23. Moveable heating devices, when used, will have safe clearances at bottom, top, and sides from combustible materials. Use of salamanders is generally prohibited; exceptions may be granted when use is considered essential.
24. Regularly scheduled inspections will be made by Contractor's authorized personnel to assure compliance with these and other jurisdictional requirements. Contractor's supervisory personnel will be instructed in their duties concerning safe fire protection practices.

ARTICLE 38 - ARCHAEOLOGICAL FEATURES

Construction for this project may occur in an archaeological sensitive area. The County Office of Conservation and Sustainability Cultural Resources Division will determine prior to construction (other than emergencies) any special site monitoring requirements. Human burials, including human skeletal remains, cremations, and funerary objects are protected under A.R.S. section 41-844 on state, county, and municipal lands, and under A.R.S. section 41-866 on private lands. Should archaeological features and/or artifacts or human remains, including human skeletal or cremation remains be discovered, work at that location will cease immediately, and the area will be taped off and avoided until archaeological investigations are completed. Construction is subject to delay in that location pursuant to applicable State law, while consultation with the Arizona State Museum and appropriate documentation and data recovery takes place. To the extent permitted by law, all archaeological artifacts and other materials will belong to Pima County. No monetary compensation will be made to Contractor for any claims due to delays in the work schedule. Only the Contract construction time will be extended to permit the original scheduled number of days for completion of the project.

ARTICLE 39 - PRODUCT AND MATERIAL DATA SAFETY SHEETS

Contractor will submit United States Department of Labor product or material data safety sheets on all materials used on the project. Only those forms issued by OSHA and United States Department of Labor are acceptable.

ARTICLE 40 - SECURITY CHECK

At the discretion of County, upon request by the County, contractor will provide a fully completed Pima County Adult Detention Center Cleared Corrections Visitation (CCV) Request or Pima County Superior Court- Clearance Request for Visitor, for all personnel who will be working in buildings or locations that are the property of Pima County Government, so that a background check may be run on each individual. This includes the general contractor and all sub-contractors or others working within the buildings or locations.

Contractor must submit the required forms no less than two to three weeks in advance of the starting of a job. This will give Contractor time to replace anyone who is not approved to work. Forms should be submitted to the County project manager, unless otherwise directed, who will forward it to the Pima County Sheriff's Department or Superior Court Officer for processing.