



## COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER  
130 W. CONGRESS, FLOOR 10, TUCSON, AZ 85701-1317  
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C.H. HUCKELBERRY  
County Administrator

November 20, 2014

Mr. Ronald Moulton  
Senior Vice President and Desert Southwest Regional Manager  
Western Area Power Administration  
P. O. Box 6457  
Phoenix, Arizona 85005-6457

**Re: Your November 17, 2014 Letter: Access Road Across Tumamoc Hill for the Tucson-Apache 115kV Transmission Line Pole Replacement/Maintenance Project**

Dear Mr. Moulton:

Pima County is in receipt of your November 17, 2014 letter, and we appreciate you and your staff joining us on October 31, 2014 to walk the access route and to discuss our concerns. We appreciate your inclusion of several safeguards in your contract and work processes to further protect the area during construction; however, your letter does not address other issues that I understood would be considered prior to a decision being made to reconstruct portions of the access road.

Evaluation of Engineering Plans. It was understood at our field meeting that both the Western Area Power Administration (WAPA) and the Pima County Regional Flood Control District (RFCD) would further evaluate the project engineering plans and project specifications to determine whether there are alternatives that would require less intensive reconstruction of eroded portions of the access road. The RFCD Director prepared the attached memorandum sent to Ms. Jill Jensen last week suggesting the raised and eroded berm that forms your access road south of the angle pole simply be lowered or removed and graded to provide emergency access. Such an action would significantly reduce impacts to the property, as well as lower your costs. We would appreciate your consideration of this recommendation.

Mr. Ronald Moulton

Re: Your November 17, 2014 Letter: Access Road Across Tumamoc Hill for the Tucson-Apache 115kV Transmission Line Pole Replacement/Maintenance Project

November 20, 2014

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Moving the WAPA Line to Greasewood Road. We also discussed whether WAPA would consider moving the transmission line to the Greasewood Road alignment, and Pima County offered to assist in providing right of way and possible funding of this move. I understood again that this would at least be evaluated before you proceeded with your construction plans.

Your letter indicates that road reconstruction will proceed, and staff informs me construction will start on December 1, 2014. While we certainly understand WAPA's need to maintain access for emergency repairs, we maintain that a less intensive road reconstruction effort is preferable, less damaging, and less costly; especially if the transmission line is moved in the future by either the Southline project or by your agency.

Onsite Review by County Personnel

In 2009, Pima County purchased this land for conservation purposes to ensure its cultural and natural values are protected in perpetuity, and we intend to fulfill this objective. I understand the safety concerns regarding having our staff present during your work on Tumamoc Hill; however, since it is our property, I will have staff observe the work beyond the easement area.

Again, I appreciate your willingness to meet with us for a field visit. I continue to recommend that WAPA either delay this road reconstruction or consider a less intensive reconstruction effort.

Sincerely,



C.H. Huckelberry  
County Administrator

CHH/mjk

Attachments

- c: The Honorable Raúl Grijalva, Arizona Congressional District 3, US House of Representatives  
The Honorable Chair and Members, Pima County Board of Supervisors  
John Bernal, Deputy County Administrator for Public Works  
Suzanne Shields, Director, Regional Flood Control District  
Chris Cawein, Director, Natural Resources, Parks and Recreation  
Linda Mayo, Director, Office of Sustainability and Conservation



**Department of Energy**  
Western Area Power Administration  
Desert Southwest Customer Service Region  
P.O. Box 6457  
Phoenix, AZ 85005-6457

November 17, 2014

C.H. Huckelberry  
County Administrator  
Pima County Governmental Center  
130 W. Congress, Floor 10  
Tucson, AZ 85701-1317

Dear Mr. Huckelberry,

Western is responding to your letter dated November 4, 2014, regarding Western Area Power Administration's Road Project at Tumamoc Hill. We appreciate the time you and your staff spent with us on Friday, October 31, 2014. The time was well spent and helped all involved attain a better understanding of the scope of the project and created a better foundation for discussing solutions.

As a follow up to our discussion, our Archeologist Jill Jensen emailed a copy of the project specification to Maura Kwiatkowski at your office on November 4, 2014. Ms. Kwiatkowski acknowledged receipt of the email and attachments. Western has spent significant time developing a project plan to accomplish the necessary measures with the least impact to this sensitive area. The project details, as defined in the specification, were completed with careful consideration of comments from all the stakeholders of Tumamoc Hill, including Pima County. In response to these concerns and as previously discussed, we have included several safeguards into the contract and work processes to further protect the area during construction.

You requested a review of the contract penalty clauses. These clauses are from the Federal Acquisition Regulations (FAR). The FAR clauses that would apply are the following:

**DOE-H-1023: Protection of Antiquities, Wildlife and Land Areas**

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Office the existence of any antiquities, so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat management plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.

- (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth burrows, preparation of burrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

WES-H-1005: Required Insurance – Pollution Liability (WAPA, Feb 2008)

- a. The Contractor shall procure and maintain during the entire period of its performance under this contract the following minimum insurance:
- (1) Workman's compensation. In accordance with the laws of the state where work is being performed, including Occupational Disease Coverage and Employees Liability Coverage.
  - (2) Unless otherwise authorized by the contracting officer, all policies shall have appropriate language waiving all subrogation rights against the Government.
- b. The Contractor shall procure and maintain pollution liability insurance for accidental discharge of toxic and/or hazardous material. Such insurance shall have limits of not less than one million dollars per occurrence. This paragraph is applicable to the prime contractor and any subcontractor dealing with hazardous or toxic waste for the period that hazardous and/or toxic waste is being disposed of or otherwise handled.
- c. Prior to the commencement of work, the Contractor shall furnish a copy of the above-required insurance to the Contracting Officer. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed, and in no event less than thirty (30) days after written notice is given to the Contracting Officer.
- d. The contractor agrees to insert the substance of this clause, including this paragraph (d) in any subcontracts issued under this contract.

WES-H-1026: Protection and Restoration of Real Estate Crossed By Right-of-Way (WAPA, Feb 2008)

- a. General. The contractor shall limit the movement of its crew and equipment to the right-of-way, including access routes. The contractor shall further limit movement on the right-of-way so as to minimize damage to grazing land, crops, orchards, or other real and personal property, and shall avoid marring the land. The contractor shall be responsible for all damages off the right-of-way and shall settle all such damage claims directly with the property owner. Pursuant to FAR 52.236-7 "Permits and Responsibilities," the contractor shall be responsible for all damages that are a result of its fault or negligence.
- b. Restoration of land to original conditions. When weather and ground conditions permit, the contractor shall obliterate all contractor caused ruts that are hazardous to farming operations and to movement of equipment. Such ruts shall be leveled, filled, and graded or otherwise eliminated in an approved manner. Ruts, scars, and compacted soils in hay meadows, alfalfa fields, pastures, and cultivated productive lands shall have the soil loosened and leveled by scarifying, harrowing, disking and other approved methods.
- c. Hillside erosion prevention. Water turnoff bars or small terraces shall be constructed across all right-of-way trails on hillsides to prevent water erosion and to facilitate natural re-vegetation on the trails.
- d. Irrigation ditches, drainage ditches, terraces, and title drains. The contractor shall take measures, especially during the irrigation season, to ensure that its operations do not

affect the operation of irrigation and drainage ditches, terraces, and title drains, and ensure that any other irrigation features are adequately protected during contract performance.

- e. Resolution of damage claims. The contractor shall promptly notify the property owner(s) of any damage caused the by the contractor. The contractor, within 60 days of its knowledge of, or notice from, a landowner of damage off the right-of-way caused by the contractor's operations shall notify the Contracting Officer's Representative in writing of the disposition of each claim. In order to adequately protect the Government against landowner claims, demands, or liabilities arising out of the contractor's construction operation under this contract, the Contracting Officer may withhold progress payments, in whole or in part, due the contractor until landowner claims are settled.

You requested a member of your staff to be present during construction activity to further monitor the project. While we cannot allow a member to be present during construction due to safety considerations, we will offer our Western Construction Inspector to escort your staff member mid-way through the project to look at the progress. This can be arranged by calling Mark Depoe at 602-605-2687 to arrange for an date and time for viewing the project status. Western will have a biological monitor, cultural monitor, tribal monitor, and a construction inspector onsite with the contractor's crew. All of these individuals are trained in the requirements as set forth in the contract; and will be working directly with the construction inspector to monitor the work. Prior to the contractor and subcontractors beginning work, they will attend a pre-work safety meeting, biological awareness training and cultural awareness training. Each individual will sign paperwork stating they understand the information they received during the training.

Western is committed to protecting natural, historical, and cultural resources while also maintaining the safety and reliability of the power grid that support so many customers in Arizona. We appreciate the time and effort you and your staff have worked with us thus far. We look forward to the safe, environmentally and culturally sound completion of this work. If you have any questions, please contact Linda Marianito at 602-605-2524 or Jill Jensen at 602-605-2842.

Sincerely,



Ronald E. Moulton  
Senior Vice President and  
Desert Southwest Regional Manager

Cc:

A0000 (E. Green)

A0500 (M. McElhany)

A0800 (L. Meiman)

G0000

G0400

G0440

G5000

G5600

G5610

G5634

G5636

**DATE:** November 14, 2014

**TO:** C. H. Huckelberry  
County Administrator

**FROM:** Suzanne Shields, P.E.  
Director

**SUBJECT:** Tumamoc Hill – Construction Specifications for Erosion Repair

The following information is my review Western Area Power Administration's (WAPA) plans for erosion control provided with your November 6, 2014 memorandum to Linda Mayro and me.

The WAPA plans address two areas of concern as shown on the attached aerial. The first is a crossing of a wash between structures 3/3 and 3/4 and the second is the reconstruction of a berm or levee within the WAPA right-of-way that is actually a small stock tank. No specific location was provided for the berm repair, location 2 was the only area within the right-of-way that had a raised embankment.

The design of the crossing at Location 1 is reasonable. At Location 2, the 1998 topography indicates that the narrow berm is between 2 to 4 feet in height with vegetation upstream of the berm. The stock pond is entirely within land owned by Pima County. The proposed design is to rebuild the berm and reinforce the old berm to its original height. It would be preferable to lower, if not remove, the berm rather than try to reconstruct the berm and create an area of high maintenance. Lowering the berm would decrease the disturbance footprint.

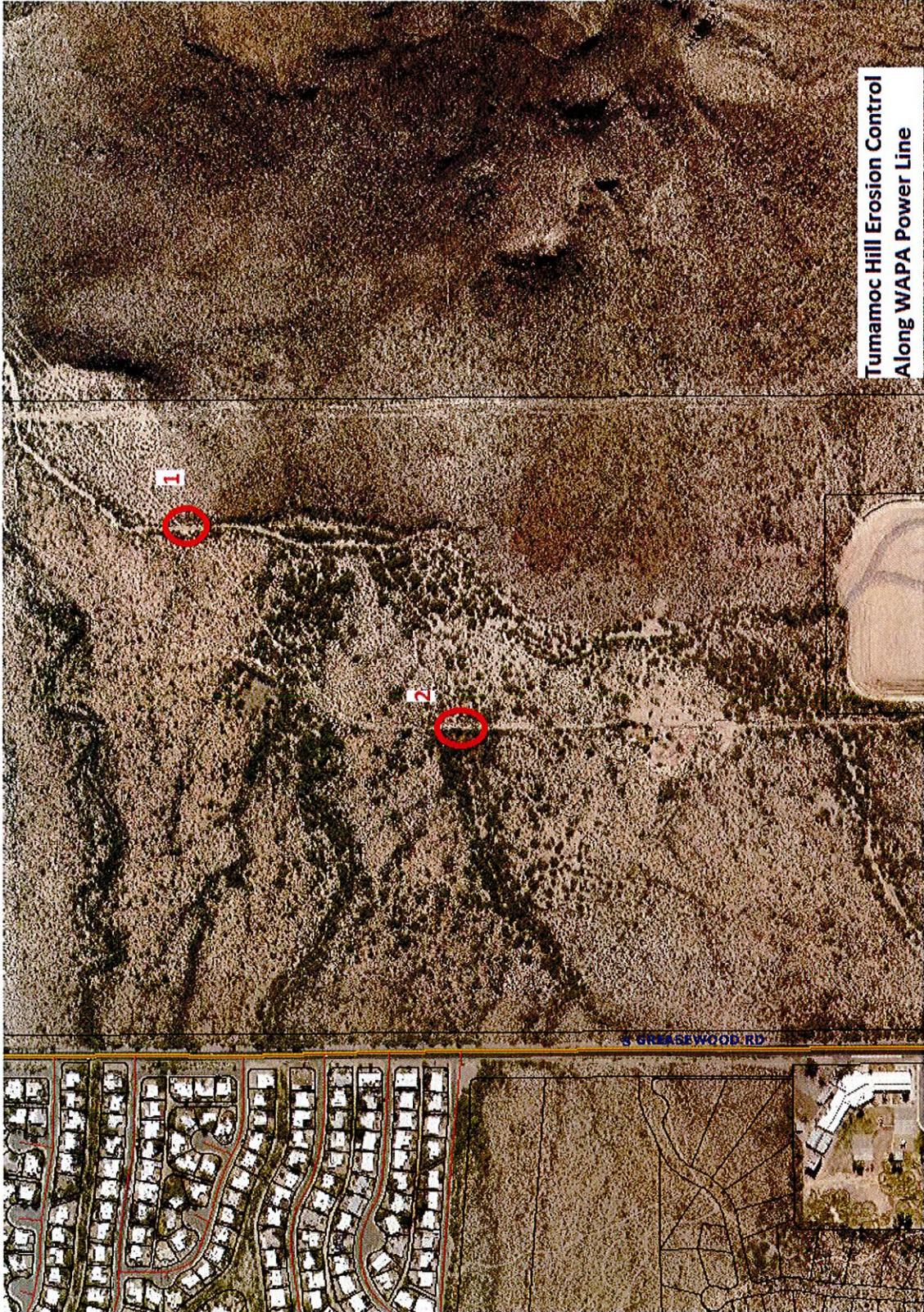
Please let me know if you have any questions.

SS/tj

Attachment

c: Linda Mayro, Director – Office of Sustainability and Conservation  
Bill Zimmerman, Deputy Director – Regional Flood Control District

Tumamoc Hill Erosion Control  
Along WAPA Power Line



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S GREASEWOOD RD