



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Page 1 of 7
Contract No.: EV19-0010
Effective Date: Upon date of the last party's signature
Termination Date: April 30, 2021

Agreement Type: Interagency Service Agreement

[AGENCY/PARTY]

CONTRACT ADMINISTRATOR

Arizona Game and Fish Department
5000 W. Carefree Highway
Phoenix, AZ 85086-5000
Deputy Director: Tom Finley
Phone Number: 623-236-7278

Arizona Department of Environmental Quality
Contracts and Procurement Section
1110 West Washington Street
Phoenix, AZ 85007-2935
Chief Procurement Officer: Teena Ziegler (602) 771-5198
Procurement Officer: Ana Machiche (602) 771-4140

THIS AGREEMENT, is between the STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY [hereinafter referred to as the "Department" or "ADEQ"], [a "budget unit" as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 49-104 and to enter into Interagency Service Agreements (ISAs) pursuant to A.R.S. §§ 11-952 and 35-148] [Arizona Game and Fish Department] [hereinafter referred to as the "AZGFD"] [a "budget unit" authorized to enter into this Interagency Service Agreement (ISA) pursuant to A.R.S. § 35-148 and A.R.S. § 41-2702].

The purpose of this Agreement is to fund and administer two projects: 1) South Legunita Grassland Restoration (known as Santa Margarita Ranch project) which includes mechanically grubbing mesquite and piling carcasses on 389 acres of former grassland adjacent to a previously treated mesquite trees south of Tucson in the Altar Valley Watershed and 2) Buenos Aires National Wildlife Refuge (BANWR) project which includes mechanically masticating followed up with herbicide on 322 acres of historic semidesert grassland.

The ADEQ established an agreement and partnership with AZGFD to fund on-the-ground projects to protect and restore water quality, grass- and rangeland health, and wildlife habitats in jointly-identified priority areas set forth in the in Agreement No.15-0005. This new agreement will replace Agreement No. 15-0005.

This written Agreement, including Agreement Terms, Scope Of Work, Attachments, Amendments, and any modifications approved in accordance herewith, shall constitute the entire Agreement between the parties and supersede all other understandings, oral or written.

This Agreement contains the following documents:

- 1. Agreement Terms
2. Scope of Work for BANWR, San Margarita and Maps

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

Signature blocks for Arizona Game and Fish Department (Jim de Vos) and Arizona Department of Environmental Quality (Randall Matas) with printed names, titles, and dates.

**#EV19-0010**  
**AGREEMENT TERMS**

1. **Recitals:** The purpose of this Agreement is to fund and administer two projects: South Legunita Grassland Restoration (also known as Santa Margarita Ranch project) and Buenos Aires National Wildlife Refuge (BANWR) Grassland Restoration.
- o The Santa Margarita project includes mechanically grubbing mesquite and piling carcasses on 389 acres of former grassland adjacent to a previously treated mesquite trees project south of Tucson in the Altar Valley Watershed. Follow-up monitoring of the effectiveness will conclude the project. The location of this project is latitude: 31.6220 and longitude: -111.5563.
  - o The BANWR project includes mechanically masticating mesquite followed up with herbicide on 322 acres of historic semi-desert grassland. The location of this project is latitude: 31.6060 and longitude - 111.5195 adjacent to ADEQ funded mesquite removal in the Altar Valley Watershed.

**Project Description:**

This Agreement establishes a partnership between ADEQ and AZGFD to fund on-the-ground projects to protect and restore water quality, grassland and rangeland health, and wildlife habitats in jointly-identified priority areas. Priority area identification will take into account ADEQ Nonpoint Source Targeted Watersheds (as identified in the current Arizona 5-Year Nonpoint Source Management Plan), areas of focus identified by AZGFD under the United States Department of Agriculture (USDA) Regional Conservation Partnership Program (RCPP), and priority watersheds identified under the USDA/EPA National Water Quality Initiative (NWQI). Sources of matching funding include Non-federal funding on projects located within the RCPP priority areas. Non-federal funding may include, but is not limited to, AZGFD state funding, landowner cash funding, landowner in-kind match, volunteer in-kind match, and Arizona Department of Agriculture state funding.

ADEQ shall provide up to a maximum of \$109,176.50 in Clean Water Act Section 319 (Nonpoint Source) funding to AZGFD for sub-contracting to local watershed partners via the AGFD's Landowner Relations Program. ADEQ shall participate in the selection of sub-contract recipients, and will be responsible for post-implementation effectiveness monitoring and best management practice evaluations. Sub-contract eligibility is outlined in the "Scope of Work" section of this document.

This funding partnership will further the goals of multiple state and federal initiatives including ADEQ's FY14-19 Strategic and FY15-19 Nonpoint Source Management plans, EPA and USDA's NWQI, EPA's 303(d) Program Vision, and USDA's RCPP. Leveraging resources across state and federal partners will result in the reduction of impairment-causing pollutants, improvement of grassland habitat for wildlife, improved grazing practices, and enhanced relationships between ADEQ and our rural partners.

**Scope of Work**

All public and private entities as well as individuals may apply for WQIG funding. Past applicants have included individuals, tribal authorities, universities, government entities, environmental groups, and watershed partnerships.

Eligible projects will be "on-the-ground" in nature, directly implementing practices that address:

- Water Quality Degradation
- Soil Erosion
- Degraded Plant Condition
- Livestock Production - Inadequate Water and Forage
- Fish and Wildlife - Inadequate Habitat

Projects within the following priority areas will be considered for funding:

- ADEQ Targeted Watersheds (including NWQI priority watersheds)
  - o Oak Creek (headwaters to Spring Creek and the Spring Creek drainage)
    - Impairment: *E. coli* bacteria.
  - o San Francisco River (Blue River to Limestone Gulch)/Blue River
    - Impairment: *E. coli* bacteria.
  - o Granite Creek (headwaters to Watson Lake)
    - Pollutants of concern: nutrients and *E. coli* bacteria.
  - o San Pedro River (from Babocomari Creek to Dragoon Wash)
    - Impairment: *E. coli* bacteria.
  - o Little Colorado River (LCR) Headwaters (from West Fork LCR to Lyman Lake) (four reaches)
    - Impairment: Sediment/turbidity
  - o NRCS National Water Quality Initiative (NWQI) Watersheds
    - Little Colorado River
    - Coyote Creek HUC 15050001
    - San Pedro River
    - Road Tank HUC 150502020705
    - Lower Greenbrush Draw HUC 150502020203
    - Spring Creek HUC 150502020401
- AZGFD RCPP Priority areas
  - o Southern Arizona Grassland Focus Area
  - o Northern Arizona Grassland Focus Area
  - o Central Arizona Grassland Area

Priority will be given to restoration projects addressing water quality impairments in shared priority watersheds. ADEQ is in the process of establishing criteria for priority protection projects; once finalized, projects impacting priority protection waters will be considered for funding as well.

Administrative/overhead costs shall not be eligible under this funding opportunity. However, subcontracts may include salaries or portions of salaries of personnel time spent directly performing on- the-ground project activities.

Subcontractors must agree to grant ADEQ long-term access to project sites in order to perform effectiveness monitoring and evaluation of implemented best management practices. Projects will be awarded on a reimbursement basis, with AZGFD acting as the reimbursing entity. ADEQ and AZGFD will meet quarterly to discuss subcontract progress and fund expenditures.

## 2. Responsibilities

ADEQ shall:

- Award up to a maximum of \$109,176.50 in Nonpoint Source funding to AZGFD for the purpose of leveraging with state funds to award subcontracts as identified above.
- Develop criteria for prioritizing waters for protection activities and share with AZGFD for inclusion in this funding opportunity.
- Review and approve all funding solicitations and subcontract documents within 5 business days of receipt of documents.

- Conduct post-implementation effectiveness monitoring and evaluations of best management practices.
- Verify compliance with the Arizona Historic Preservation Act.

AZGFD shall:

- Provide project oversight on all subcontracts, including reviewing, approving, and processing reimbursement requests.
- Ensure that subcontracts meet all contract requirements, including those specific to the use of Nonpoint Source funding (see attachment).
- Submit quarterly reports to ADEQ summarizing progress of funded activities and providing status on budget and match expenditures.
- Ensure that the 40% non-federal match requirement is met. The match requirement is calculated on a lump-sum basis (versus being applied to each individual subcontract).
- Provide the necessary information to comply with the Arizona Historic Preservation Act.

ADEQ and AZGFD shall:

- Meet quarterly to discuss partnership and subcontract progress.
- Coordinate to develop and market funding opportunities related to this Agreement and to review and approve resulting proposals.
- Coordinate to provide education and technical assistance to subcontractors as necessary.

3. **Definitions:** The Parties agree to expeditiously initiate and complete the scope of work under this Agreement. The Parties warrant, represent and agree that they, their employees and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

3.1. "§" means Section.

3.2. "A.A.C." means Arizona Administrative Code.

3.3. "A.R.S." means Arizona Revised Statutes.

3.4. "AZGFD" means Arizona Game and Fish Department.

3.5. "Agreement" means this written document between ADEQ and AZGFD.

3.6. "Department" or "ADEQ" means the Arizona Department of Environmental Quality.

3.7. "Parties" means ADEQ and AZGFD.

3.8. "State" means the State of Arizona.

3.9. "WQIF" means water quality improvement grant.

4. **Access to Information:** Subject to statutory confidentiality requirements of the State of Arizona, the AZGFD, and ADEQ, both parties to this Agreement shall have full, complete and equal access to data and information prepared under this Agreement on a no-charge basis.

5. **Amendment:** This Agreement may be modified only by written Contract Amendment signed and dated by the Director or designee of ADEQ and the person duly authorized to act on behalf of the AZGFD. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon dated signature of the last party. Executed copies of any Amendment shall be provided to both parties.

6. **Budget:** For the duration of the term of this Agreement, ADEQ will pay AZGFD up to a **maximum of \$109,176.50** to execute the Scope of Work that is attached to this Agreement and incorporated by reference as though set forth verbatim herein, based on the rates of the attached budgets.
7. **Non-Availability of Funds:** Pursuant to A.R.S. §35-154(A), every payment obligation of ADEQ under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and the parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. **Payment Mechanism:** Invoices shall be paid within thirty days after receipt of an invoice and accompanying documentation that meets the Completeness Criteria in the Scope of Work for the Scope of Work activity type completed and invoiced.
9. **Conflict Resolution Procedures:**
  - 9.1. This Contract shall be governed by and construed in accordance with the laws of the State of Arizona and the Arizona Procurement Code at A.R.S. § 41-2501 *et. seq.* and administrative rules and regulations A.A.C. R2-7-101 *et. seq.*
  - 9.2. In the event of any judicial proceeding related to this Agreement or any unauthorized Subcontract the parties agree that venue shall be proper in Maricopa County, Arizona. *See* A.R.S. §§ 12-123 and 12-401(17).
  - 9.3. This Agreement is subject to mandatory arbitration pursuant to A.R.S. § 12-1518, A.R.S. § 12-133, and rules adopted pursuant to those statutes. If a dispute arises out of this Agreement or any subcontract thereto, and the amount in controversy does not exceed the statutory amount as set forth by statute, the matter shall be, upon filing the matter with Maricopa County Superior Court, submitted to and decided by an arbitrator or arbitrators. Az.R.Civ.Pro.72-76.1. Each party shall bear its own arbitration fees, attorney fees and costs. The decision of the arbitrator is final and is not binding upon the parties.
10. **Assignment:** Neither Party may assign any rights hereunder without the express, written, prior consent of the other Party.
11. **Conflict of Interest:** Either party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.
12. **Agreement Term:** The initial term of this Agreement shall be from the date of the last party's signature through **April 30, 2021**. The Agreement may be renegotiated for additional periods, by formal Contract Amendment, subject to the requirements and/or limitations by Federal or State regulations.
13. **Effective Date:** This Agreement shall become effective upon execution the date of the last party's signature.
14. **Notices, Correspondence, Reports and Invoices:**
  - 14.1 All notices and correspondence from the AZGFD shall be sent to:  
  
Water Quality Improvement Grants Project Manager  
Arizona Department of Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007  
(602) 771-4565
  - 14.2 All correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

**For ADEQ:**

Ana Machiche, Procurement Officer  
Procurement Officer  
Arizona Department of Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007  
(602) 771-4140

**For AZGFD:**

Sarah Gandaria, Landowner Relations  
Landowner Relations Partner Biologist  
Arizona Game and Fish Department  
555 N. Greasewood Rd.  
Tucson, AZ 85745  
(520) 388-4471  
[sgandaria@azgfd.gov](mailto:sgandaria@azgfd.gov)

- 14.3 Either party to this Agreement may designate a new contact by filing a notice with the other party in accordance with these notice requirements.
15. **Ownership of Information:** Both parties retain title to all documents, reports, data, and other materials prepared as a part of the Program. ADEQ and AZGFD shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement.
16. **Printing Credit:** Promotional materials, such as brochures, advertisements, videos, maps, technical reports, etc. developed for the Program, shall show credit to the producing party. All promotional materials shall be printed to the extent possible on recycled paper with the statement "Printed on Recycled Paper" printed on the cover sheet.
17. **Program Review:** It is the responsibility of the AZGFD to coordinate with ADEQ regarding the progress of the Program at least quarterly. ADEQ may request, at its discretion, progress updates.
18. **Severability:** The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.
19. **Termination:**
- 19.1. ADEQ or AZGFD may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to the AZGFD or ADEQ, as appropriate. The notice shall specify the effective date of termination.
- 19.2. In the event the Agreement is terminated, with or without cause, AZGFD shall deliver all finished or unfinished documents, data, and reports prepared as a result of this Agreement to ADEQ. Repayment to ADEQ of a pro-rated portion of payment received by AZGFD may be required for work that was not finished during the invoiced period.
20. **Indemnification:** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.
21. **E-Verify:** To comply with A.R.S. § 41-4401(A), each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.
22. **Waiver:** The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.
23. **Non-Discrimination:** Pursuant to Title 41, Chapter 9, Article 4 of the Arizona Revised Statutes and Executive Order 2009-09, the Contractor shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both parties shall take

affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

24. **Implied Consent Terms:** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.
25. **Entire Agreement:** This Agreement contains the entire agreement of the parties with respect to the subject matters hereof, and it may be amended, modified, or waived only by an instrument in writing signed and dated by both parties.
26. **Record Keeping Requirements:** Pursuant to A.R.S. §§ 35-214 and 35-215, both Parties shall retain all data, books, accounts, reports, files and other records ("records") relating to this Contract for a period of five years after completion of the Contract, any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule.. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.
27. **Lobbying:** The AZGFD shall not engage in lobbying activities, as defined in 40 CFR part 34 and ARS §41-1231 *et seq.*, using monies paid under this Agreement. Upon signature of this Agreement, the AZGFD shall disclose all lobbying activities to ADEQ to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The AZGFD shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.
28. **Antitrust Recovery:** AZGFD assigns to ADEQ any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to AZGFD toward fulfillment of this Agreement.

**Santa Margarita Ranch: Legunitas Pasture Phase III**  
**Scope, Milestones, and Monitoring Plan**

- Scope
- Budget
- Milestones
- Monitoring Plan

**Scope**

The project is located in the southwest corner of the Santa Cruz/Rio Magdalena/Rio Sonoita watershed. This project will focus on grubbing mesquites from the 389 acres of Arizona State Trust Land. By clearing most of the mesquites, it will increase water availability for perennial grass and forb species. The increased grass cover will then act as a filter to reduce water runoff during monsoons, promote water infiltration, and reduce sediment runoff. This project will be another step in turning the ranch into a fully functioning grassland. With more grass cover, this project will also better distribute cattle on the ranch, decreasing soil compaction and erosion. All of the project area drains into the Brawley Wash Watershed (HUC 8).

This project will contract a heavy machine operator to grub mesquite trees out of the ground on 389 acres of Arizona State Trust Land. Individual trees smaller than 6” diameter at 2 feet height from the ground, and more than 100’ from major drainages, which will be delineated on a map and will be uprooted using either a track hoe or bulldozer, ensuring the root crown is severed below the soil surface. Tree carcasses will be piled with a bulldozer or front end loader and burned when the weather permits. The ranch will follow regulations set by the AZ Dept of Environmental Quality and the local Fire Department. Care will be taken to avoid disturbing soil more than necessary, and equipment will be offloaded/loaded and maintained in previously disturbed areas. The plan is to start work in the Summer of 2019 and hopefully have all grubbing and piling completed by the following year.

**Milestones**

Agreements signed between the funding agencies and the landowners by.....May 2019  
Pre-Project Vegetation Monitoring is Completed by.....June 2019  
Grubbing work commences.....June 2019  
Site Visit Check In to document progress by.....September 2019  
Post-Project Vegetation Monitoring completed by.....October  
2020  
Final Completion Report Filed by.....November 2020

**Budget**

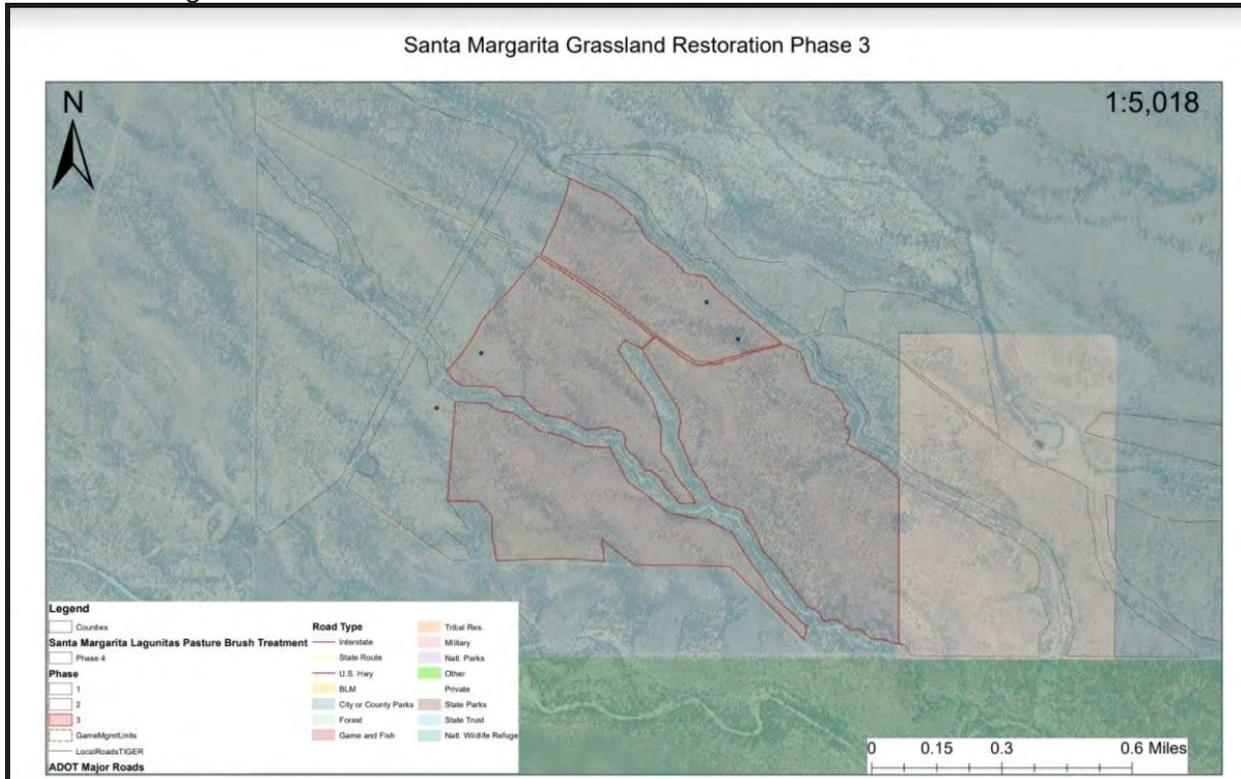
Contractor Cost: **\$250/ac**  
Total Project Cost:  $\$250 \times 389 \text{ acres} = \$97,250.00 + \$4,473.50 = \mathbf{\$101,723.50}$   
HPC Funds Recieved: **\$50,000.00** (48%)  
ADEQ Funds Requested (with Aerial Imagery Monitoring) :**\$53,098.50** (52%)

**Monitoring Plan**

Introduction:

This project takes place on 389 acres of leased Arizona State Trust Land. This area has one main ecosite {R041XC313AZ (Loamy Upland 12-16" p.z.)}, and one minor ecosite {R041XC310AZ (Loamy Bottom, Woodland 12-16" p.z.)}.

The main ecosite is Loamy Upland, and in the project area there is a small amount of loamy bottom. See figure below.



The red area outlined is the areas to be grubbed, while the underneath layer of light green and dark green represent different eco-site types. The navy points represent the areas that will be monitored.

The monitoring plan for the 389 acres Legunita Phase III project will be overseen by Sarah Gandaria, Arizona Game and Fish / Quail Forever Partner Biologist, with technical assistance from NRCS, ASLD, and Ranch Manager, Walter Lane. On the ground monitoring will be conducted by Sarah Gandaria, technical assistance partners, and Southern Arizona Quail Forever Chapter volunteers.

### Objectives

The specific objectives of this monitoring effort were to:

- Identify percent mesquite killed and change in woody cover by measuring mesquite density
- Identify change in grassland characteristics/species and change in ground cover
- Identify if field monitoring and aerial imagery monitoring yield similar results

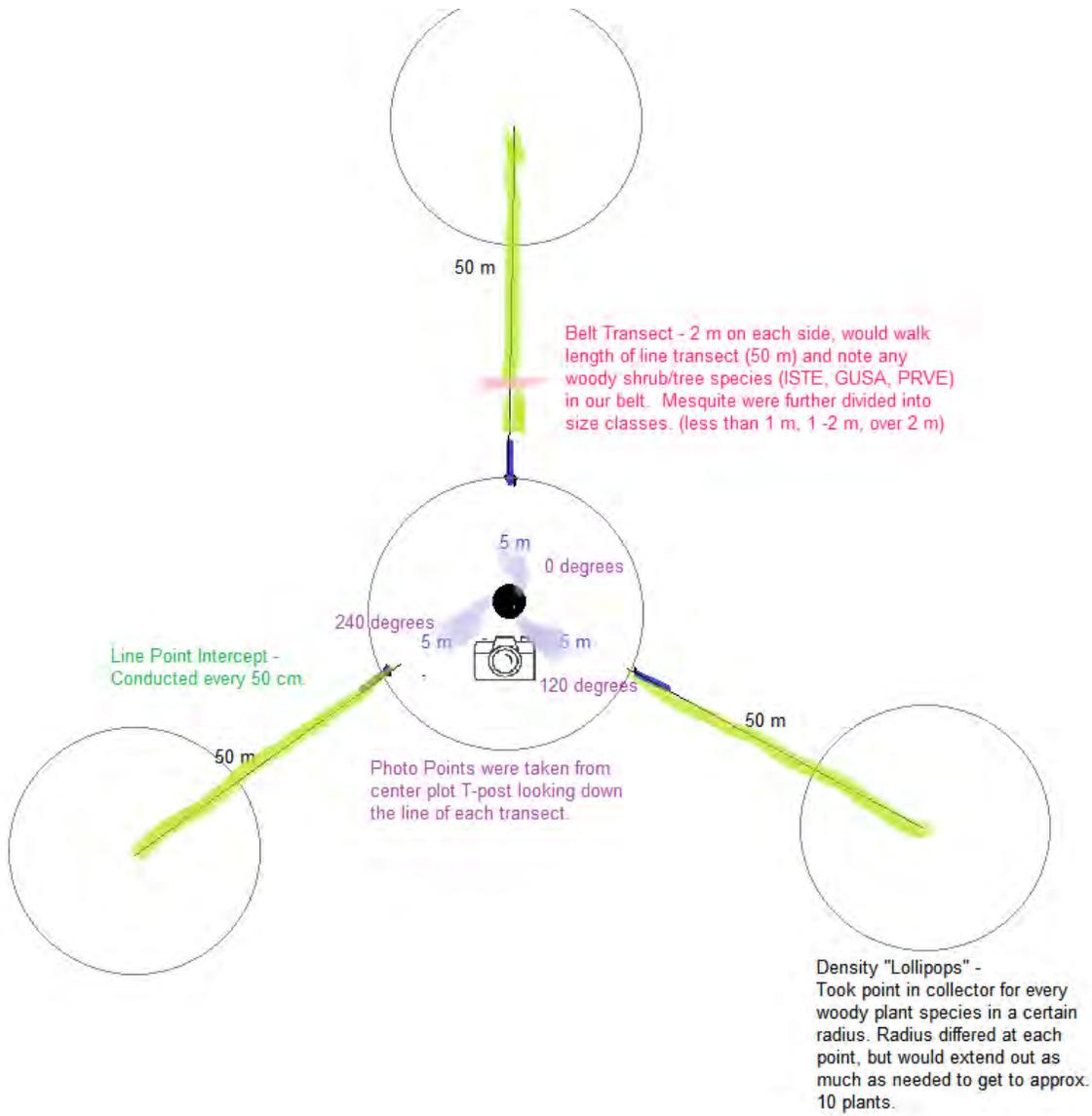
## Methods

**Site selection:** The first point will be located at an NRCS monitoring Key Area Point. While there are several in the pasture, this is the first one occurring in an area where there will be brush treatments on. A majority of the area to be treated has the same eco-site, Loamy Upland 12 -16"p.z. However, there is a very small amount that has the Loamy Bottom Woodland 12 -16" p.z. eco site type. The second point will be located in a low-density area and has a lower density of mesquites compared to the Key Area Point. The third point will be located within a higher density of mesquites than the first point. It will be located on the Loamy Upland eco site type. All sites were chosen via aerial imagery based on perceived mesquite densities.

**Monitoring Methods Used:** We will conduct the following methods to measure our objectives: 1) Photo monitoring, 2) Line-point intercept 3) Tree Density 4) Belt Transects\* 5) Aerial Drone Imagery and NDVI analysis.

At each point, we will follow the standard methods for establishing a photo point as detailed in the Monitoring Manual for Grassland, Shrubland, and Savanna Ecosystems Vol. 1, page 6. There will be a center point with three "spokes" branch off it with 120-degree intervals. Each spoke will be 5 meters in length with another point at the end. These spokes will also serve as our line transects for our line-point intercept monitoring. We will use the standard methods as detailed in the monitoring manual. We will then conduct tree density as detailed in Monitoring Manual for Grassland, Shrubland, and Savanna Ecosystems Vol. 2 with plots established at each point with 4 circles of a radius of 24 ft. If time allows, we will conduct belt transects.

See the diagram below.



## **BANWR SCOPE OF WORK & DELIVERABLES SPECIFICS**

### **A. PROJECT SCOPE**

Pheasants Forever, Inc. (PF) invites qualified Contractors to submit proposals for grassland restoration activities near Sasabe, Arizona. Activities include removal of encroaching mesquite trees through use of machine mastication on approximately 300 acres.

There is one site for bid located in the Roundhill 1 Habitat Unit on the Buenos Aires National Wildlife Refuge. The site is located in rural Pima County and can be accessed via the east side of Highway 286. Other access points are from dirt roads within the Refuge.

Work is anticipated for completion no later than March 1, 2020 as defined below or according to prevailing conditions and assuming no fire restrictions are issued.

Budget: **\$56,078**

### **B. OBJECTIVE**

The proposed action is to remove approximately 90% of encroaching mesquite in open areas except where protected for unique characteristics (such as old-growth, or some shade trees). In more dense areas, creating openings and creating wildlife corridors at least 300 ft. in width is preferred. See attached maps for overview of treatment area. Designated project area will be masticated by machine grinding.

The overall objective is to mimic the natural disturbance process, not to clear the landscape of mesquite entirely.

### **D. REQUIRED STATEMENT OF QUALIFICATIONS**

In addition to the basic requirements listed above, please include a Statement with:

1. Outline of experience and ability to complete the work or services described herein.
2. Any special certificates held to apply any of the practices in this announcement.
3. All equipment to be used or that you have access to if needed.

## **STANDARDS & SPECIFICATIONS**

### **E. EXCEPTIONS / LIMITATIONS**

1. Raptor Nests. Trees having existing raptor nests in any condition will not be cut.
2. Shade Trees. Some mature trees showing signs of shade use by wildlife would not be cut in order to maintain their utility in providing shade. Signs of shade use by wildlife include bare ground or little vegetation under the tree and increased browse use on the lower parts of the tree.
5. Timing of Treatments. Cutting will only occur between approximately January 1 and March 1.

## **F. GENERAL SPECIFICATIONS**

1. Field crews will only use existing roads and trails in these areas to avoid creating new roads.
2. Contractor must determine project boundaries through flagging, GPS, or other method. PF will provide shapefiles and maps for this purpose. MISSED ACRES MUST BE CORRECTED.
3. Contractor will abide by any fire restrictions issued which may result in work stoppage on short notice.

## **G. EQUIPMENT REQUIREMENTS/SPECIFICATIONS**

Contractor must have machinery that is able to complete the job. Mesquite is a harder wood than juniper, and this should be taken into account by the contractor. Please note the below are specifications required:

1. Rubber tired machine with proper grinder attachment
2. Equipment, cutter/grinder attachment and all hoses will be maintained to be free of fluid leaks.
3. Equipment will have an operable meter to determine operation time.

## **H. MASTICATION SPECIFICATIONS**

1. 90 % of all live, standing mesquite with a DBH of 6 inches or greater within the relatively open treatment areas shall be completely severed from the stump with 95% of the tree being ground up.
2. Mesquite trees excluded from cutting include: trees with hawk nests and leave trees for wildlife (see limitations above).
3. No live green branches or materials will remain attached to the remaining stump of any mesquite tree.
4. All slash created during mastication shall be spread to a depth of no more than 3 inches in depth.

## **I. NOXIOUS WEED CONTROL SPECIFICATIONS**

1. Contractor will ensure that all off-road equipment moved on to USFWS administered land is free of soil, seeds, vegetative matter or other debris that could contain or hold seeds. For purposes of this provision, equipment will be considered free of soil, seeds, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools will not be required.
2. Contractor will employ whatever cleaning methods are necessary to ensure compliance with the terms of this clause.
3. Contractor will certify in writing, compliance with the terms of this clause prior to each start-up of any Task Order job. This includes identifying measures taken to ensure compliance for equipment present at start-up, and measures planned for equipment to be moved in later.

4. For the purposes of this clause, "off-road equipment" includes all construction and logging machinery except for log trucks, chip vans, pickup trucks, and cars or other highway vehicles used for daily transport of personnel.

#### **J. SAFETY REQUIREMENTS**

1. All operations will be in compliance with OSHA and State Safety Standards.
2. Recipients will take all reasonable precautions to provide for safe work conditions. *Worker and public safety are foremost within the active areas of work.*
3. All appropriate personal protective equipment (PPE) for cutting operations is required by field workers and must be utilized at all times when work is on-going. This is the responsibility of the Contractor performing the direct on-the-ground work.
4. Contractor must have fire extinguishers and shovels on all vehicles while working.

#### **K. QUALITY CONTROL**

1. A USFWS/PF Project Manager will be on site from time to time to monitor progress.
2. **ALL WORK MUST BE CERTIFIED AS ACCEPTABLE BY PF'S PROJECT MANAGER BEFORE INVOICES FOR THE TASK WILL BE ACCEPTED. ANY WORK NOT MEETING SPECIFICATIONS AND REQUIREMENTS MUST BE CORRECTED BY CONTRACTOR AT CONTRACTOR'S EXPENSE – INCLUDING RE-MOBILIZATION COSTS TO RETURN TO WORK SITE.** De-mobilizing before the Project Manager has inspected and approved the work is not recommended. Travel or mobilization costs to correct work will be borne by the Contractor.
5. Any of the designated representatives listed in this document will be available by phone to handle questions or concerns.

# Round Hill 1 Grassland Restoration Project Area

