Fresno Metropolitan Flood Control District

Request for Proposals
On-Call Biological Survey and Consulting Services

IMPORTANT DATES:

Agreement Term: January 1, 2027 – December 31, 2027
Proposal Deadline: November 30, 2026, at 5:00 PM PST

Fresno Metropolitan Flood Control District
Notice of Request for Proposals

On-Call Biological Survey and Consulting Services

The Fresno Metropolitan Flood Control District invites proposals from qualified firms to provide on-call biological survey and consulting services for a one-year period.

Proposals must be received by the District no later than 5:00 PM Pacific Standard Time on Monday, November 30, 2026. Respondents shall submit one (1) electronic copy via email to environmental@fresnofloodcontrol.org.

TABLE OF CONTENTS

A. GENERAL INFORMATION 1
About the Fresno Metropolitan Flood Control District 1
Agreement Terms 1
Questions and Clarifications 2
Proposal Deadline Date 2
B. MINIMUM QUALIFICATIONS 2
C. SCOPE OF SERVICES 3
D. SERVICE REQUESTS AND REQUIRED RESPONSIVENESS 5
E. BIOLOGICAL CLEARANCE AND DOCUMENTATION 5
F. RATE SCHEDULE AND COMPENSATION 6
G. PROPOSAL FORMAT 6
H. EVALUATION PROCESS 8
Evaluation: 8
Interviews with Staff: 8
I. ANTICIPATED PROCUREMENT SCHEDULE 8
Table 1: On-Call Biological Survey and Consulting Services Anticipated Procurement Schedule 8
J. GENERAL CONDITIONS 8
K. EXHIBITS 9
Exhibit A: District Jurisdiction/Facility Map 10
Exhibit B: District Species of Interest List 11
Exhibit C: Independent Contractor Agreement 13
Exhibit No. 1: Scope of Services, Service Requests and Required Responsiveness, and Biological Clearance and Documentation 19
Exhibit No. 2: Rate Schedule & Compensation 23
Exhibit D: Respondent Questionnaire 24
Exhibit E: Rate Schedule 27

Fresno Metropolitan Flood Control District
On-Call Biological Survey and Consulting Services

A. GENERAL INFORMATION

About the Fresno Metropolitan Flood Control District: The Fresno Metropolitan Flood Control District ("District") is a special purpose public agency governed by a seven-member Board of Directors serving the Fresno-Clovis metropolitan area and unincorporated lands to the east and northeast. The District owns, operates, and maintains a variety of flood control and storm drainage facilities, including rural streams and channels, dams and reservoirs, urban storm drainage basins, pipelines, canals, and associated facilities. A map depicting the District's jurisdiction and facilities is included as Exhibit A. Additional information about the District can be found at **www.fresnofloodcontrol.org**.

Project Description and Services Requested: Through this Request for Proposals ("RFP"), the District invites proposals from qualified firms ("Respondents") to provide on-call biological survey, monitoring, and consulting services in support of District operations, maintenance, vegetation management, regulatory compliance, and other activities. The primary purpose of this Agreement is to provide the District with timely access to qualified biological professionals capable of evaluating proposed maintenance activities and identifying measures necessary to avoid or minimize impacts to biological resources.

Typical assignments may include pre-activity biological surveys associated with vegetation management, herbicide application, mowing, clearing, access, maintenance of rural streams and channels, work near or behind dams, and other routine or non-routine District maintenance activities.

The District may also request biological services for its urban storm drainage facilities, including ponding basins and associated conveyance facilities. Such services may include surveys or consultation related to nesting birds and other wildlife that could be affected by routine mowing, vegetation management, maintenance, or construction activities.

Services under this agreement are expected to be performed on an as-needed basis. The District anticipates approximately five (5) to fifteen (15) individual assignments during the Agreement term, depending upon maintenance and operational requirements. The majority of field services are anticipated to occur during the spring and fall, although services may be requested at any time during the Agreement term. The District does not guarantee any minimum quantity or value of work under the Agreement.

Agreement Terms

The District intends to enter into an Agreement with the successful Respondent for a term beginning January 1, 2027, and ending December 31, 2027, unless terminated earlier in accordance with the Agreement.

Services will be authorized by the District on an as-needed basis. The successful Respondent shall provide all services at the hourly rates and other charges identified in its proposal. Rates shall remain fixed for the entire Agreement term. By submitting a proposal, Respondents are consenting to the terms of the Agreement. The District will not entertain material revisions to the Agreement.

Questions and Clarifications
Questions concerning this RFP shall be submitted in writing to:

Andrew Remus, Environmental Resources Manager
Fresno Metropolitan Flood Control District
environmental@fresnofloodcontrol.org

Questions must be received no later than November 13, 2026, at 5:00 PM PST. To ensure that all Respondents receive the same information, substantive questions and the District's responses will be distributed to all known prospective Respondents and/or posted on the District's website.

Proposal Deadline Date
Respondents must deliver one (1) electronic copy of the proposal, in a sealed package, no later than 5:00 PM Pacific Standard Time on Monday, November 30, 2026.

B. MINIMUM QUALIFICATIONS

To be considered responsive to the RFP, the Respondent shall demonstrate that it possesses the personnel, qualifications, experience, availability, and resources necessary to perform the requested services.

At a minimum:

1. The Respondent shall be a firm in good business standing and authorized to conduct business in California.
2. The Respondent shall designate a Lead Qualified Biologist who will be responsible for overseeing services provided to the District.
3. The Lead Qualified Biologist shall possess at least a bachelor's degree in biology, wildlife biology, ecology, botany, environmental science, natural resources, or a closely related biological field from an accredited college or university.
4. The Lead Qualified Biologist shall have a minimum of five (5) years of professional biological field experience conducting biological surveys and providing recommendations related to construction, operations, maintenance, or vegetation-management activities.
5. The Respondent shall demonstrate experience with applicable federal and California biological-resource laws and regulations, including, as applicable:
    a. Federal Endangered Species Act;
    b. California Endangered Species Act;
    c. California Native Plant Protection Act;
    d. Migratory Bird Treaty Act;
    e. California Fish and Game Code;
    f. California Department of Fish and Wildlife Lake and Streambed Alteration requirements, including Fish and Game Code Section 1602; and
    g. Other applicable biological-resource regulations and permit requirements.

6. Assigned personnel shall possess all qualifications, permits, authorizations, training, or demonstrated experience necessary for the particular surveys or services they perform.
7. The Respondent shall demonstrate familiarity with the biological resources and special-status species occurring or potentially occurring within California's Central Valley and Sierra Nevada foothill region.
8. The Respondent shall demonstrate the staffing capacity necessary to satisfy the response-time requirements contained in this RFP.
9. The Respondent may utilize qualified subcontractors or specialist biologists for species, taxa, regulatory matters, or services outside the qualifications of its primary personnel. The Respondent shall remain responsible for ensuring that all work is performed by appropriately qualified personnel and for meeting all required response times.
10. The Respondent shall provide at least three (3) references for substantially similar biological consulting services performed within the previous five (5) years, preferably for public agencies, flood control agencies, water agencies, municipalities, utilities, or similar entities.

C. SCOPE OF SERVICES

The successful Respondent shall provide biological services on an as-needed basis. Services may include, but are not limited to, the following:

1. Pre-Activity Biological Surveys
    a. Conduct pre-activity surveys prior to vegetation management, mowing, herbicide application, clearing, grading, access, construction, repair, or other maintenance activities.
    b. Conduct surveys of rural streams, channels, reservoirs, dams, areas downstream or upstream of District dams, storm drainage facilities, ponding basins, and other District-owned or maintained property.
    c. Conduct nesting bird surveys, including identification of active nests and recommendations regarding appropriate avoidance measures and buffers.
    d. Survey for special-status plants and wildlife when appropriate based upon habitat, location, season, proposed activity, regulatory requirements, or other relevant circumstances.
    e. Identify sensitive habitats, aquatic resources, wildlife movement areas, burrows, nests, roosts, dens, host plants, or other biological resources that could be affected by District activities.
    f. Establish and/or recommend appropriate avoidance areas, exclusion zones, buffers, work windows, monitoring requirements, or other measures necessary to allow District activities to proceed while protecting biological resources and maintaining regulatory compliance.
2. Vegetation Management Support
    a. Provide biological clearance prior to District vegetation-management activities, including mowing, mechanical vegetation removal, herbicide application, and related maintenance.
    b. Advise District staff regarding appropriate timing, methods, buffers, or other precautions for vegetation-management activities.

c. Evaluate biological resources associated with routine maintenance of rural streams, channels, dams, reservoirs, ponding basins, and urban drainage facilities.
d. Provide recommendations that balance biological-resource protection with the District's operational need to maintain drainage and flood control facilities.

3. Nesting Bird and Wildlife Services
    a. Conduct nesting bird surveys before mowing, vegetation removal, construction, maintenance, or other potentially disturbing activities.
    b. Identify active nests and recommend species-appropriate buffers or other avoidance measures.
    c. Monitor active nests or other wildlife resources when necessary to determine when maintenance activities may safely resume.
    d. Provide recommendations regarding wildlife encountered during District activities.
    e. Provide biological support for District urban ponding basin maintenance, including circumstances where wildlife or active nests are located within or immediately adjacent to scheduled mowing or maintenance areas.
4. Special Status Species Surveys and Consultation
    a. Conduct reconnaissance-level and protocol-level surveys as appropriate and when authorized by the District.
    b. Evaluate the potential presence of federally or state-listed candidate, proposed, sensitive, or otherwise special-status species.
    c. Recommend avoidance, minimization, monitoring, or mitigation measures when special-status species or suitable habitat are identified.
    d. Advise the District regarding whether additional agency consultation, permitting, protocol-level surveys, or specialist services are necessary.
5. Biological Monitoring
    a. Provide biological monitoring during maintenance, vegetation management, construction, or other District activities when recommended or required.
    b. Conduct monitoring of nests, burrows, dens, sensitive habitat, special-status species, or other biological resources.
    c. Provide guidance or corrective recommendations when biological resources requiring protection are encountered.
    d. Coordinate directly with designated District personnel regarding biological issues observed during field activities.
6. Biological Consulting and Advisory Services - The Agreement is intended to provide both field survey services and general biological consulting expertise. The successful Respondent may therefore be requested to:
    a. Review proposed District maintenance activities and advise whether biological surveys are necessary.
    b. Review maps, photographs, maintenance plans, schedules, permit requirements, or other information to determine biological constraints.
    c. Advise District staff regarding appropriate maintenance timing and methods.
    d. Provide recommendations concerning avoidance buffers, work windows, monitoring, regulatory requirements, and biological best management practices.
    e. Participate in meetings or telephone/video conferences with District staff.
    f. Review biological reports, permit conditions, regulatory correspondence, or materials prepared by others.

g. Provide technical assistance regarding unexpected biological resources encountered during District operations.
h. Provide other biological-resource consulting services reasonably related to District operations, maintenance, construction, or regulatory compliance.

D. SERVICE REQUESTS AND REQUIRED RESPONSIVENESS

The District's maintenance activities may require biological clearance on short notice. Responsiveness and availability are therefore material requirements of this Agreement. The Respondent shall designate a primary and secondary contact available to receive District service requests.

Unless otherwise approved by the District,

1. The Respondent shall acknowledge a District request for biological services within four (4) business hours and shall provide appropriately qualified biological personnel on-site within forty-eight (48) consecutive hours of receipt of a request, unless otherwise authorized by the District. Requests received after normal business hours are deemed received the following business day, unless otherwise designated as urgent.
2. If the Respondent is unable to provide qualified personnel within the required timeframe, the Respondent shall arrange for a qualified, District-approved subcontractor to perform the requested services within the same timeframe.
3. The Respondent shall immediately advise the District when circumstances outside the Respondent's reasonable control prevent compliance with the requested response time.
4. The Respondent shall maintain sufficient staffing, including approved subcontractors where necessary, to provide services throughout the Agreement term.

E. BIOLOGICAL CLEARANCE AND DOCUMENTATION

The District intends for documentation requirements to be proportionate to the complexity and regulatory significance of each assignment. A formal biological report will not automatically be required for every service request.

Unless otherwise directed by the District, following a routine pre-activity survey the Respondent shall provide written documentation sufficient to identify:

1. Date, time, and location of the survey;
2. Name and qualifications of the biologist conducting the survey;
3. Activity evaluated;
4. Biological resources observed, if any;
5. Applicable avoidance areas or buffers;
6. Required monitoring or other protective measures;
7. Any limitations or expiration period applicable to the biological clearance; and
8. Whether the proposed activity is cleared to proceed from a biological-resource standpoint, including any applicable conditions, limitations, additional survey requirements, or regulator authorizations necessary before work begins.

For routine activities where no significant biological resources or regulatory issues are identified, an email summary or District-approved biological clearance form may satisfy the documentation

requirement. The District may require a memorandum, technical report, survey report, monitoring report, agency-compliant report, or other formal documentation when warranted by the species, regulatory requirement, permit condition, complexity of the assignment, or potential impact. The Respondent shall promptly notify the District before preparing substantial formal documentation not specifically authorized by the District. The District will not be responsible for any cost incurred as a result of the Respondent's preparation of substantial formal documentation, which was not previously authorized by the District.

F. RATE SCHEDULE AND COMPENSATION

Respondents shall submit a complete rate schedule for all personnel classifications anticipated to perform services under the Agreement.

The rate schedule shall identify, at minimum:

1. Personnel classification/title;
2. Hourly billing rate;
3. Primary office/location;
4. Mileage or travel charges, if any;
5. Equipment charges, if any;
6. Administrative or clerical charges, if any;
7. Subcontractor markup, if any;
8. Other reimbursable expenses; and
9. Any minimum field-call or mobilization charge.

All submitted rates shall remain fixed through December 31, 2027.

The District anticipates authorizing individual assignments on a time-and-materials basis. Before beginning work, the Respondent may be required to provide an estimated cost or not-to-exceed amount for the requested assignment. No work exceeding an authorized amount shall be performed without prior District authorization. The District shall not be responsible to compensate Respondent for any work performed that exceeds the authorized amount, unless the District provides Respondent with prior written approval.

G. PROPOSAL FORMAT

To facilitate consistent, objective evaluation, Respondents shall submit a response in accordance with this section. Proposals should be prepared and organized with the following major section headings and content.

1. **Table of Contents**

2. **Transmittal Letter** (Suggested one to three pages maximum): Provides a brief statement of interest.

3. **Respondent Profile** (Suggested two pages maximum): Provides the firm's history, telephone number, email address, website address, ownership information, office locations

(main and local if applicable), number of employees, and experience providing biological consulting services in California.

4. **Project Team and Qualifications:** Identify proposed personnel, resumes, education, qualifications, permits, and specialist capabilities.

5. **Relevant Experience:** Describe the firm's experience with vegetation management, nesting bird surveys, rural streams, dams, ponding basins, Section 1602 compliance, biological monitoring, and public agency maintenance.

6. **Availability and Response Capacity:** Describe how the Respondent will meet the District's required response times, including: Local or regional staffing resources; availability during peak spring and fall periods; procedures for short-notice requests; backup personnel; and use of subcontractors or specialists when primary personnel are unavailable.

7. **Rate Schedule:** Provide the rate schedule described in Section F.

8. **References:** Provide at least three (3) references for comparable services performed within the previous five (5) years. Provide a brief description of each project and contact information for the project coordinator. Include the name, address, and telephone number of the contact person for each reference listed.

9. **Potential for Conflict of Interest:** Respondents shall list any persons or situations that may give rise to a conflict of interest, such as the Respondent's affiliation to an employee, officer, or director of the District. The Respondent shall fully disclose any relationship with people on the reference list other than their relationship as contracting parties.

10. **Proof of Insurance:** Provide evidence of the Respondent's ability to satisfy the District's insurance requirements. Respondents shall provide and maintain general liability insurance with limits of at least two million dollars ($2,000,000) per occurrence ($4,000,000 general aggregate, if used) for bodily injury, personal injury and property damage arising out of the activities and properties as described herein. Coverage shall include contractual liability. The general liability coverage shall give the District, its directors, officers, agents, employees, and authorized volunteers insured status using ISO endorsement CG2026 or equivalent. Respondents shall provide the District with a certificate of insurance and additional insured endorsement before scheduled use. Any insurance, self-insurance or other coverage maintained by the District, its directors, officers, agents, employees, and authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the District. Respondents shall insure, or be a qualified self-insured, with respect to the applicable laws relating to worker's compensation coverage (California Labor Code § 3700), all of the Respondent's employees working on or about the District's facilities. Respondents shall provide the District with a certificate of Worker's Compensation and Employer's Liability insurance coverage to be placed with a carrier with an A.M. Best

rating of no less than A-:VII, or equivalent, or as otherwise approved by the District. The employer's liability limit shall be no less than $1,000,000 each accident.

11. **Exceptions:** Clearly identify any exceptions to the requirements of this RFP or the proposed Independent Contractor Agreement.

H. EVALUATION PROCESS

Evaluation: An evaluation panel comprised of District staff and other experts, as determined in the District's sole discretion, will review the written proposals and materials received in response to this RFP to determine if each proposal has been prepared consistently with the scope of this RFP. The District will not further evaluate proposals that it determines in its discretion to be incomplete or non-responsive to this RFP.

The evaluation panel shall also consider the following criteria: 1) biological expertise and qualifications; 2) relevant Central Valley/public agency experience; 3) responsiveness, staffing, and availability; 4) understanding of District needs and approach; and 5) cost and rate schedule.

Interviews with Staff: The District may interview one or more Respondents before making a recommendation. The District reserves the right to reject any or all proposals, waive immaterial irregularities, request clarification or additional information, and select the proposal determined to be in the District's best interest. Final selection and award shall be subject to approval by the District's Board of Directors.

I. ANTICIPATED PROCUREMENT SCHEDULE

The following schedule is tentative and may be modified by the District:

Table 1: On-Call Biological Survey and Consulting Services Anticipated Procurement Schedule

Milestone	**Anticipated Date**
RFP Issued	October 2026
Questions Due	November 13, 2026
District Responses/Addendum Issued	November 23, 2026
Proposals Due	November 30, 2026
Proposal Evaluation	November/December 2026
Staff Recommendation/Board Award	December 16, 2026
Agreement Execution	December/January 2026
Agreement Begins	January 1, 2027
Agreement Ends	December 31, 2027

J. GENERAL CONDITIONS

Respondents shall not rely upon oral interpretations or representations concerning this RFP. The District has made every effort to include enough information within this specification for a Respondent to prepare a responsive proposal. The District prohibits any contact with District board members or non-designated program staff while the selection process is pending.

The District reserves the right to modify the proposal process and dates as it deems necessary in its sole discretion. The District reserves the right to negotiate and/or reject any and all proposals and to request additional information from the Respondents. By requesting proposals, the District is in no way obligated to award an Agreement or to pay expenses of the Respondents in connection with the preparation or submittal of a proposal.

The District does not guarantee any minimum amount of work under the Agreement. Services shall be requested only by personnel authorized by the District. The Respondent shall not perform work exceeding the scope or authorized cost of an assignment without prior District approval. The Respondent shall promptly disclose circumstances that may affect its ability to meet required response times. The District reserves the right to obtain biological services from another consultant when the selected Respondent is unavailable, lacks the required specialized qualifications, cannot meet the required schedule, or when otherwise determined appropriate by the District.

The Respondent shall be responsible for the quality and regulatory adequacy of services performed by its employees and subcontractors. The Respondent shall comply with all applicable federal, state, and local laws, regulations, permits, agreements, and professional standards.

All reports, survey results, maps, photographs, memoranda, biological clearance documentation, and other work products prepared specifically for the District shall be provided to the District in an electronic format acceptable to the District.

Issuance of this RFP does not obligate the District to award an Agreement or reimburse any costs incurred in preparing a proposal.

K. EXHIBITS

The following exhibits are anticipated to accompany this RFP:

Exhibit A – District Jurisdiction/Facility Map

Exhibit B – District Species of Interest List

Exhibit C – Independent Contractor Agreement

Exhibit D – Respondent Questionnaire

Exhibit E – Rate Schedule

Exhibit A: District Jurisdiction/Facility Map

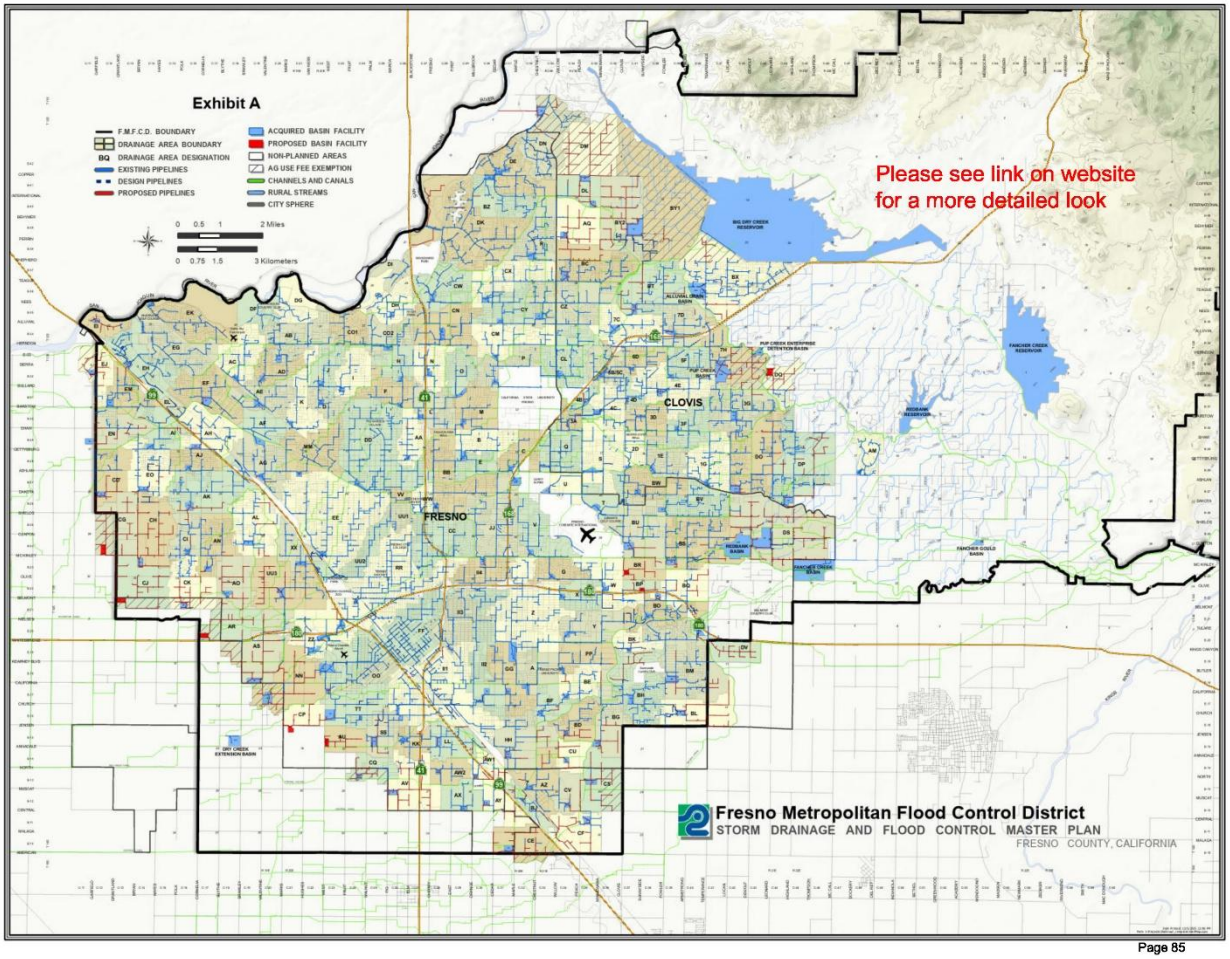


Exhibit B: District Species of Interest List

Respondents shall demonstrate working knowledge of biological resources potentially relevant to District facilities and activities. Table 2 is provided to illustrate species of particular interest to the District. Table 2 is not intended to represent every species that may occur within the District's jurisdiction or every species for which services may be requested.

Table 2: District Species of Interest

Common Name	Scientific Name
Fresno Kangaroo Rat	Dipodomys nitratoides
Foothill Yellow-Legged Frog - South Sierra	Rana boylii
California Tiger Salamander	Ambystoma californiense
San Joaquin Kit Fox	Vulpes macrotis mutica
California Condor	Gymnogyps californianus
Western Yellow-Billed Cuckoo	Coccyzus americanus
Blunt-Nosed Leopard Lizard	Gambelia sila
Northwestern/Western Pond Turtle	Actinemys marmorata
Monarch Butterfly - California Overwintering Population	Danaus plexippus
Valley Elderberry Longhorn Beetle	Desmocerus californicus dimorphus
Conservancy Fairy Shrimp	Branchinecta conservatio
Vernal Pool Fairy Shrimp	Branchinecta lynchi
Vernal Pool Tadpole Shrimp	Lepidurus packardi
Succulent Owl's Clover/Fleshy Owl's-Clover	Castilleja campestris var. succulenta
Greene's Tuctoria	Tuctoria greenei
Hairy Orcutt Grass	Orcuttia pilosa
Hartweg's Golden Sunburst	Pseudobahia bahiifolia
San Joaquin Adobe Sunburst	Pseudobahia peirsonii
San Joaquin Valley Orcutt Grass	Orcuttia inaequalis
Western Bumble Bee	Bombus occidentalis
Crotch's Bumble Bee	Bombus crotchii
Western Burrowing Owl	Athene cunicularia hypugaea
Sanford's Arrowhead	Sagittaria sanfordii
Fisher - Southern Sierra Nevada ESU	Pekania pennanti
Keck's Checkermallow/Keck's Checkerbloom	Sidalcea keckii
Gray Wolf	Canis lupus
California Spotted Owl	Strix occidentalis occidentalis
California Red-Legged Frog	Rana draytonii
Western Spadefoot	Spea hammondii
Mariposa Pussypaws	Calyptridium pulchellum

Respondents are not required to employ a single individual qualified to perform every specialized survey associated with every species listed in Table 2. Respondents shall instead demonstrate that the proposed team, including identified subcontractors or specialists where appropriate, provides sufficient expertise to address biological resources reasonably anticipated within the District's

service area. Where a particular species requires specialized survey experience, permits, handling authorization, agency approval, or other qualifications not possessed by the Respondent's assigned staff, the Respondent shall notify the District and utilize an appropriately qualified specialist, subject to District approval.

Exhibit C: Independent Contractor Agreement

INDEPENDENT CONTRACTOR AGREEMENT
On-Call Biological Survey and Consulting Services

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2026 by and between the FRESNO METROPOLITAN FLOOD CONTROL DISTRICT, a California public corporation (the "District"), and, _____, a California _____ ("Contractor"). The District and Contractor are collectively referred to herein as the "Parties" or singularly by their individual names or as a "Party."

R E C I T A L S:

A. On [MONTH, DAY, YEAR], the District issued a request for proposals for On-Call Biological Survey and Consulting Services.

B. The District's Board of Directors has authorized the General Manager-Secretary to execute contracts to secure services necessary to meet regulatory requirements.

C. The District desires to retain Contractor to provide the services described herein, pursuant to the terms and subject to the conditions contained in this Agreement.

D. Contractor acknowledges that it possesses the expertise and experience required to provide said services.

NOW, THEREFORE, in consideration of the recitals set forth above, which are hereby incorporated by this reference, and the mutual promises contained herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Scope of Work.** Contractor shall provide services described in Exhibit No. 1, "Scope of Services," attached hereto and incorporated herein, on an as needed basis (the "Services").

2. **Compensation.** Compensation by the District to Contractor for completion of the Services shall not exceed the total cost and shall be at the rates set forth in Exhibit No. 2. The Contractor shall invoice the District on a time and materials basis. The District shall pay charges due for Services satisfactorily performed within thirty (30) calendar days after its receipt of invoices from Contractor. Invoices shall be submitted monthly, and shall be itemized as requested by the District to identify the tasks as defined in the scope of work and billing rate. All submitted rates shall remain fixed through December 31, 2027.

3. **Term.** This Agreement shall commence on January 1, 2027, and expires on December 31, 2027, unless sooner terminated as set forth below.

4. **Termination.**

(a) Termination For Cause. Should either Party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching Party may terminate this Agreement by giving written notification to the breaching Party. Termination shall be effective immediately upon receipt of the notice, or three (3) days from mailing of the notice, whichever occurs first. For the purposes of this Paragraph, material breach of this Agreement shall include, but not be limited to, the following:

(1) Failure of the District to pay Contractor in accordance with this Agreement and not cure such failure within thirty (30) days of notice of delinquency;

(2) Failure of Contractor to meet any of the requirements set forth in the Scope of Services as reasonably determined by the District; or

(3) Failure of Contractor to perform the Services in a timely manner and to the reasonable satisfaction of the District, in the District's sole discretion.

(b) Automatic Termination. This Agreement terminates automatically on the occurrence of any of the following events: (a) Contractor's bankruptcy or insolvency; or (b) sale or discontinuance of the business or operations of either Party.

5. **Defense, Indemnity, and Hold Harmless**. Contractor shall defend and indemnify the District, its directors, officers, employees, agents, independent contractors, authorized volunteers and consultants against, and hold them harmless from, any and all claims allegedly resulting from, arising out of, or in any way connected with, Contractor's willful acts, active or passive negligence, or errors or omissions in the performance of its duties under this Agreement.

6. **Insurance.**

(a) Upon execution hereof, Contractor shall furnish to the District satisfactory proof of the required insurance (Certificates of Insurance), which shall include a commitment by Contractor's insurers that they will mail notice of any cancellation or reduction of coverage below the amounts herein required by the District, at least thirty (30) days prior to the effective date of such cancellation or change.

(b) Such insurance shall include general liability coverage of at least two million dollars ($2,000,000) per occurrence for bodily injury, personal

injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately or the general aggregate limit shall be twice the required occurrence limit (i.e., $4,000,000). The Certificate of Insurance shall specifically name the District, its directors, officers, employees, independent contractors, authorized volunteers and consultants as additional insured.

(c) Such insurance shall also include automobile liability coverage with a combined single limit of at least one million dollars ($1,000,000) per accident for bodily injury and property damage on all vehicles operated under Contractor's authority, whether or not owned by Contractor. The Certificate of Insurance shall specifically name the District, its directors, officers, employees, independent contractors, authorized volunteers and consultants as additional insured.

(d) Contractor shall also carry workers' compensation insurance in compliance with the California Labor Code.

7. **Independent Contractor.** Contractor, including any and all of its officers, agents, subcontractors, and employees will be, at all times during the performance of the work, duties, and obligations pursuant to this Agreement, acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, agent, servant, employee, joint-venturer, partner, or associate of the District.

8. **Ownership of Work**. Any and all materials used by Contractor during the term of this Agreement to carry out the Work described in the Scope of Services shall be owned exclusively by the District. The District shall comply with the California Public Records Act (Gov. Code §6250 *et seq*.) and may not guarantee that Contractor's work is not otherwise subject to public disclosure. Unless otherwise provided by District, Contractor shall provide all documents to District in Word or Excel formatting.

9. **General**.

(a) District Representatives. The General Manager-Secretary of the District and his duly appointed representative(s) shall administer this Agreement, and shall have authority to act on behalf of the District. Routine program management communications and administrative drafts shall be directed to Mr. Andrew Remus, Environmental Resources Manager, as an authorized representative of the District for this Agreement.

(b) Contractor Representatives. Contractor's designated Project Manager, _____, and his/her duly appointed representative(s) shall have authority to act on behalf of Contractor, including the authority to execute change orders.

(c) Partial Invalidity. If any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement, including, without limitation, the portions thereof not held to be invalid, void or unenforceable, shall nevertheless continue to be in full force and effect without being impaired or invalidated in any way.

(d) Modification. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by the Parties.

(e) Notices. All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this subparagraph 9(e). The addresses noted below shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, two (2) days after the postmark thereon. If sent by regular mail the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received after 4:00 p.m. in the time zone in which the party is located or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

To the District:	Peter Sanchez General Manager-Secretary FRESNO METROPOLITAN FLOOD CONTROL DISTRICT 5469 East Olive Avenue Fresno, California 93727
To Contractor:	_____ _____ _____ _____
With a copy to:	Lauren D. Layne, Esq. BAKER MANOCK & JENSEN, PC

5260 North Palm Avenue, Suite 201
Fresno, California 93704
Facsimile: (559) 432-5620

Either Party may change its address for purposes of this paragraph by giving written notice of the change to the other Party in the manner provided in this paragraph

(f) Assignment and Binding Effect. Contractor shall not assign all or any part of this Agreement, or any obligation or interest hereof, or any monies due or which may become due hereunder, without the prior written consent of the District, which consent may be withheld in the District's sole discretion. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of the Parties hereto.

(g) Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

(h) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that venue for any litigation arising under this Agreement shall be in the County of Fresno, State of California, if instituted in the State courts, or the Eastern District of California (Fresno), if instituted in the Federal courts.

(i) Time. Time is of the essence of this Agreement and all of its provisions.

(j) Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties relating to the Services described herein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties with regard thereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

"District"

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT, a California public corporation

By _____
Peter Sanchez
General Manager-Secretary

"**Contractor**"

_____ [name], a _____[state] _____ [type of entity]

By _____
Name:
Title:

APPROVED AS TO FORM:

BAKER MANOCK & JENSEN, PC

By _____
Lauren D. Layne
Attorneys for the District

Exhibit No. 1: Scope of Services, Service Requests and Required Responsiveness, and Biological Clearance and Documentation

Scope of Services:
As outlined in the Request for Proposal, Services may include, but are not limited to, the following:

1. Pre-Activity Biological Surveys
    a. Conduct pre-activity surveys prior to vegetation management, mowing, herbicide application, clearing, grading, access, construction, repair, or other maintenance activities.
    b. Conduct surveys of rural streams, channels, reservoirs, dams, areas downstream or upstream of District dams, storm drainage facilities, ponding basins, and other District-owned or maintained property.
    c. Conduct nesting bird surveys, including identification of active nests and recommendations regarding appropriate avoidance measures and buffers.
    d. Survey for special-status plants and wildlife when appropriate based upon habitat, location, season, proposed activity, regulatory requirements, or other relevant circumstances.
    e. Identify sensitive habitats, aquatic resources, wildlife movement areas, burrows, nests, roosts, dens, host plants, or other biological resources that could be affected by District activities.
    f. Establish and/or recommend appropriate avoidance areas, exclusion zones, buffers, work windows, monitoring requirements, or other measures necessary to allow District activities to proceed while protecting biological resources and maintaining regulatory compliance.
2. Vegetation Management Support
    a. Provide biological clearance prior to District vegetation-management activities, including mowing, mechanical vegetation removal, herbicide application, and related maintenance.
    b. Advise District staff regarding appropriate timing, methods, buffers, or other precautions for vegetation-management activities.
    c. Evaluate biological resources associated with routine maintenance of rural streams, channels, dams, reservoirs, ponding basins, and urban drainage facilities.
    d. Provide recommendations that balance biological-resource protection with the District's operational need to maintain drainage and flood control facilities.
3. Nesting Bird and Wildlife Services
    a. Conduct nesting bird surveys before mowing, vegetation removal, construction, maintenance, or other potentially disturbing activities.
    b. Identify active nests and recommend species-appropriate buffers or other avoidance measures.
    c. Monitor active nests or other wildlife resources when necessary to determine when maintenance activities may safely resume.
    d. Provide recommendations regarding wildlife encountered during District activities.

e. Provide biological support for District urban ponding basin maintenance, including circumstances where wildlife or active nests are located within or immediately adjacent to scheduled mowing or maintenance areas.

4. Special Status Species Surveys and Consultation
    a. Conduct reconnaissance-level and protocol-level surveys as appropriate and when authorized by the District.
    b. Evaluate the potential presence of federally or state-listed candidate, proposed, sensitive, or otherwise special-status species.
    c. Recommend avoidance, minimization, monitoring, or mitigation measures when special-status species or suitable habitat are identified.
    d. Advise the District regarding whether additional agency consultation, permitting, protocol-level surveys, or specialist services are necessary.
5. Biological Monitoring
    a. Provide biological monitoring during maintenance, vegetation management, construction, or other District activities when recommended or required.
    b. Conduct monitoring of nests, burrows, dens, sensitive habitat, special-status species, or other biological resources.
    c. Provide guidance or corrective recommendations when biological resources requiring protection are encountered.
    d. Coordinate directly with designated District personnel regarding biological issues observed during field activities.
6. Biological Consulting and Advisory Services - The Agreement is intended to provide both field survey services and general biological consulting expertise. The successful Respondent may therefore be requested to:
    a. Review proposed District maintenance activities and advise whether biological surveys are necessary.
    b. Review maps, photographs, maintenance plans, schedules, permit requirements, or other information to determine biological constraints.
    c. Advise District staff regarding appropriate maintenance timing and methods.
    d. Provide recommendations concerning avoidance buffers, work windows, monitoring, regulatory requirements, and biological best management practices.
    e. Participate in meetings or telephone/video conferences with District staff.
    f. Review biological reports, permit conditions, regulatory correspondence, or materials prepared by others.
    g. Provide technical assistance regarding unexpected biological resources encountered during District operations.
    h. Provide other biological-resource consulting services reasonably related to District operations, maintenance, construction, or regulatory compliance.

<u>Service Requests and Required Responsiveness:</u>

The District's maintenance activities may require biological clearance on short notice. Responsiveness and availability are therefore material requirements of this Agreement. The Respondent shall designate a primary and secondary contact available to receive District service requests.

Unless otherwise approved by the District,

1. Respondent shall acknowledge a District request for biological services within four (4) business hours and shall provide appropriately qualified biological personnel on-site within forty-eight (48) consecutive hours of receipt of a request, unless otherwise authorized by the District. Requests received after normal business hours are deemed received the following business day, unless otherwise designated as urgent.
2. If Respondent is unable to provide qualified personnel within the required timeframe, Respondent shall arrange for a qualified, District-approved subcontractor to perform the requested services within the same timeframe.
3. Respondent shall immediately advise the District when circumstances outside Respondent's reasonable control prevent compliance with the requested response time.
4. Respondent shall maintain sufficient staffing, including approved subcontractors where necessary, to provide services throughout the Agreement term.

Biological Clearance and Documentation:

The District intends for documentation requirements to be proportionate to the complexity and regulatory significance of each assignment. A formal biological report will not automatically be required for every service request.

Unless otherwise directed by the District, following a routine pre-activity survey the Respondent shall provide written documentation sufficient to identify:

1. Date, time, and location of the survey;
2. Name and qualifications of the biologist conducting the survey;
3. Activity evaluated;
4. Biological resources observed, if any;
5. Applicable avoidance areas or buffers;
6. Required monitoring or other protective measures;
7. Any limitations or expiration period applicable to the biological clearance; and
8. Whether the proposed activity is cleared to proceed from a biological-resource standpoint, including any applicable conditions, limitations, additional survey requirements, or regulator authorizations necessary before work begins.

For routine activities where no significant biological resources or regulatory issues are identified, an email summary or District-approved biological clearance form may satisfy the documentation requirement. The District may require a memorandum, technical report, survey report, monitoring report, agency-compliant report, or other formal documentation when warranted by the species, regulatory requirement, permit condition, complexity of the assignment, or potential impact. The Respondent shall promptly notify the District before preparing substantial formal documentation not specifically authorized by the District.

Exhibit No. 2: Rate Schedule & Compensation

Name of Firm: _____

Personnel			
#	Personnel Classification	Primary Office/Location	Hourly Rate
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Other Expenses		
#	Expense Category	Rate or Method
1	Overhead	
2	Copies	
3	Postage	
4	Mileage	
5	Travel Time	
6	Equipment	
7	Subcontractor Markup	
8	Administrative/Clerical	

The rates and charges submitted in this Exhibit shall remain in effect without increase through December 31, 2027.

Exhibit D: Respondent Questionnaire

Name of Firm: _____

1. Describe your firm's experience providing pre-maintenance biological surveys and biological clearance for vegetation management, mowing, herbicide application, channel maintenance, or comparable activities.

2. Describe your firm's experience conducting biological surveys in California's Central Valley, including work involving rural streams, flood control channels, reservoirs, dams, storm drainage basins, or comparable facilities.

3. Describe your firm's experience with nesting bird surveys, nest monitoring, avoidance buffers, and maintenance activities conducted during nesting season.

4. Describe your firm's experience with California Fish and Game Code Section 1602 and Lake and Streambed Alteration Agreements.

5. Identify the Lead Qualified Biologist proposed for the District and describe their education, experience, relevant permits/authorizations, and familiarity with species and habitats occurring in the District's service area.

6. Describe how your firm will ensure that qualified biological personnel can respond to District requests within the timeframe required by the RFP.

7. Describe your backup staffing plan if the primary assigned biologist is unavailable.

8. Identify any subcontractors or specialist biologists proposed for use under this Agreement and describe their areas of expertise.

9. Describe your firm's familiarity and experience with the species or taxonomic groups identified in Exhibit E. Identify any species for which your firm would anticipate utilizing a specialist or subcontractor.

10. Provide an example of a situation in which your firm evaluated a proposed maintenance or construction activity and provided practical biological recommendations that allowed the activity to proceed while protecting biological resources.

11. Describe your firm's approach to documenting routine biological clearance. Include examples of when you believe an email/field clearance is sufficient and when a formal biological report should be prepared.

12. Identify any additional biological consulting, regulatory, monitoring, or survey services that may be useful to the District.

Exhibit E: Rate Schedule

Respondents shall provide hourly rates for all classifications anticipated to perform work under this Agreement.

Name of Firm: _____

Personnel			
#	Personnel Classification	Primary Office/Location	Hourly Rate
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Other Expenses		
#	Expense Category	Rate or Method
1	Overhead	
2	Copies	
3	Postage	
4	Mileage	
5	Travel Time	
6	Equipment	
7	Subcontractor Markup	
8	Administrative/Clerical	

The rates and charges submitted in this Exhibit shall remain in effect without increase through December 31, 2027.