



# REQUEST FOR PROPOSALS

## Floodplain Resilience Assessment and Design for the Lower Chorro Creek Watershed

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Client: Coastal San Luis Resource Conservation District (CSLRCD)

Proposal Due Date: February 12th, 2024

Anticipated Contract Award Date: February 26th, 2024

Contract Completion Date: October 31st, 2025

Submit Proposals to: Hallie Richard, CSLRCD Program Manager  
[hrrichard@coastalrccd.org](mailto:hrrichard@coastalrccd.org)  
1203 Main St, Ste. B  
Morro Bay CA, 93442  
(805)772-4391

Funding Source: CA State Coastal Conservancy



## I. Purpose

The Coastal San Luis Resource Conservation District (CSLRCD) is seeking a Consultant or team to develop the Floodplain Resilience Assessment and Design for the Lower Chorro Creek Watershed (Assessment). The Assessment is a component of the larger Chorro Creek Floodplain Resilience Planning project, led by CSLRCD with grant funding from the California State Coastal Conservancy (SCC).

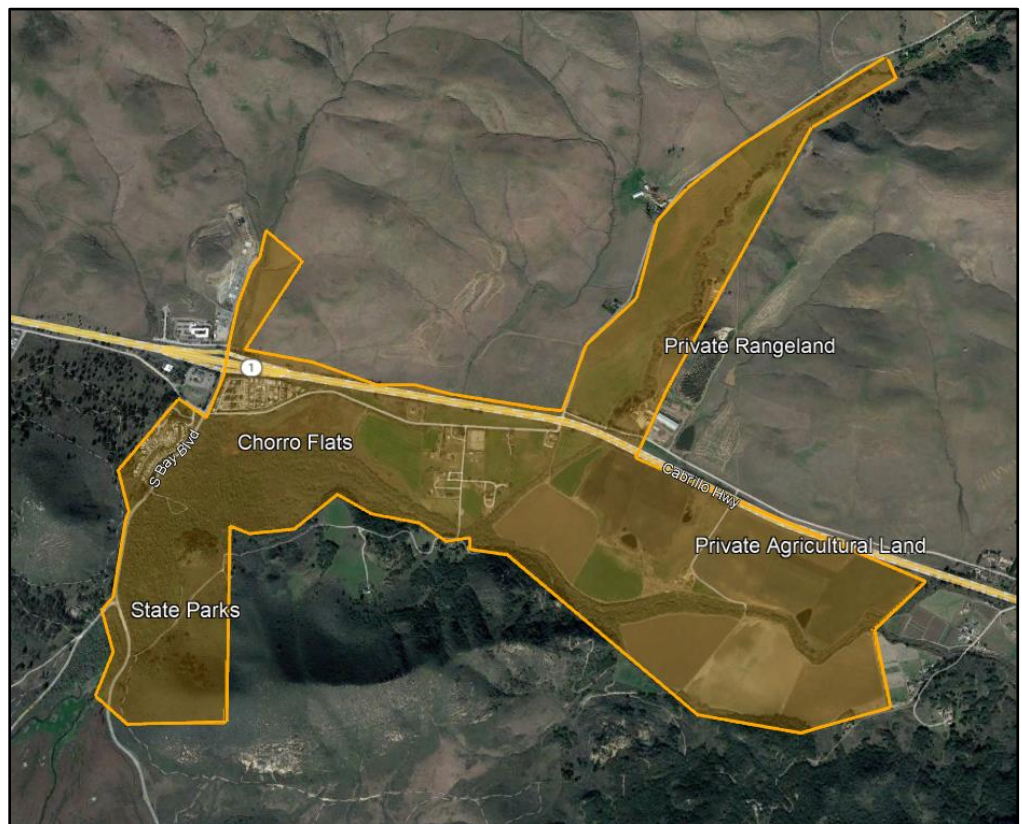
The CSLRCD is a division of state government under Division 9 of the Public Resources Code, and is responsible for conservation of soil, water, and other natural resources. The selected Consultant will work closely with the CSLRCD Program Manager to complete the Scope of Work described below.

The purpose of the Assessment is to identify and develop nature-based solutions for increased floodplain resilience in the lower Chorro Creek Watershed for the benefit of aquatic resources and protection of coastal communities and infrastructure. The Assessment will review and compile existing resources and data, complete hydrologic, spatial and biological assessments, develop conceptual design alternatives, engage a Technical Advisory Committee and integrate feedback from a Community Stakeholder Group, and complete 65% designs and regulatory review for selected design alternatives. The outcome of the project will be shovel-ready engineered design plans, rooted in nature-based solutions and supported by the community, that increase resilience to flooding in lower Chorro Creek. As a result of the project, coastal communities will have increased flood protection from sea level rise, water quality will be improved and critical habitat for sensitive species will be protected.

## II. Assessment Scope

### Location

The geographic scope of the assessment covers approximately 750 square acres of the lower Chorro Creek Watershed in coastal San Luis Obispo County, California. The assessment area includes public lands owned and managed by State Parks and CSLRCD (Chorro Flats), as well as private agricultural and rangelands, residential neighborhoods and public transportation infrastructure.



## Scope of Work

The following scope of work outlines the major tasks anticipated within the Assessment. However, the Consultant may recommend alternatives or modifications, based on their experience and expertise, with accompanying rationale. The Consultant will coordinate closely with CSLRCD throughout the assessment. Areas where CSLRCD will be more directly involved are described in the tasks below.

### Task 1. Project Administration

Activities associated with the administration of the assessment, including regular invoicing and progress reports, communication and coordination with CSLRCD staff, and finalization of contracts, scope of work and proof of bonding and insurance.

### Task 2. Facilitation of Technical Advisory Committee

A Technical Advisory Committee (TAC) and Community Stakeholder Group (CSG) will be recruited by CSLRCD to guide and shape the scope and outcomes of the Assessment and Preferred Design Alternative. The Consultant will support CSLRCD in the facilitation of a minimum of four (4) and no more than six (6) TAC meetings. CSLRCD will be responsible for facilitating CSG meetings separately, integrating CSG feedback into the TAC meetings, and, conversely, reporting outcomes of TAC meetings to the CSG. The TAC and CSG will review an Existing Conditions Summary Memo developed by the Consultant and refine the project goals and objectives. TAC and CSG meetings will be convened to review and provide feedback on assessment deliverables and Conceptual Design Alternative Report.

### Task 3. Existing Conditions Assessment

Characterization of existing site conditions will lay the foundation for the development and evaluation of design alternatives. The Consultant will have access to all resources and information previously compiled by CSLRCD and other Watershed partners. An Existing Conditions Report, including draft and final versions, will be developed by the Consultant that include the following assessment components:

- A. Topographic and Aerial Based Surveys: LiDAR, orthorectified imagery, and ground-based mapping surveys will be conducted for the development of an Existing Conditions base map.
- B. Geomorphic Evaluation and Mapping: A desktop and field-based geomorphic evaluation will be conducted with a focus on characterizing both existing and historical conditions morphology of the channel and floodplain.
- C. Biological Assessment: Biotic reports and data relevant to the development of alternatives will be synthesized and habitat assessments will be conducted. A specific focus on steelhead rearing habitat should be assessed. Results will be used to establish baseline abundance information and guide specific restoration designs intended to increase beneficial rearing habitat for steelhead in the Project Area.
- D. Geotechnical Evaluations: A preliminary geotechnical evaluation will be conducted to identify potential geotechnical requirements and expected costs associated with conceptual design alternatives.
- E. Hydrology and Hydraulic Modeling: Modeling tools, such as HEC-RAS, will be developed to understand 2-dimensional flow dynamics, sediment inputs to the site, and past and future sediment depositional patterns under a range of scenarios including 2-yr, 5-yr, 10-yr, 25-yr, 50-yr and 100-yr

storm events. The tools will be used to evaluate both existing conditions and potential project alternatives.

- F. Risk Assessment: Utilizing the Hydraulic modeling tools developed above, an evaluation of risks to public and private infrastructure integrating geospatial summary of historical flood prone areas and those at risk of flood impacts, and summary of concurrent and complementary planning efforts in the area.

The Existing Conditions Report should include the following components: topographic base map, geomorphic maps and summary, habitat maps and summary of findings, preliminary geotechnical findings, and 2D hydraulic model with associated narrative and maps. In addition to the Report, all map products will be provided to CSLRCD in .pdf and .dwg formats.

#### Task 4. Conceptual Design Alternatives

Based on findings detailed in the Existing Conditions Report and feedback from the TAC and CSG, the Consultant will develop up to three (3) Conceptual Design Alternatives, to be presented in the Conceptual Design Alternative Report. Alternatives may include a suite of several small, related projects; stand-alone projects; and identification of land and restoration actions on private lands identified for potential acquisition. The Report will include preliminary engineering analysis, and evaluations of technical feasibility, cost v. benefit, operational feasibility, maintenance requirements (e.g. sediment management), regulatory/stakeholder implications, flood control and FEMA revision requirements, and financial feasibility of each alternative. The Report will be presented to the TAC and CSG alongside an alternatives scoring matrix that will be used by the TAC, CSG and CSLRCD to make an informed selection of a Preferred Design Alternative.

#### Task 5. Alternative Selection and Development of Designs

Following the selection of the Preferred Design Alternatives, the Consultant will advance the designs to 65%. Hydrologic and Hydraulic modeling tools developed under Task 3 will be used in the development of designs that account for anticipated sea-level and hydrologic conditions.

#### Task 6. Environmental Review

Concurrent with the development of 65% designs, the Consultant will complete all CEQA compliance, including the public review process. Based on the nature of the work, an MND is anticipated. CSLRCD will act as Lead Agency for CEQA compliance.

#### Additive: Task 7. Permitting Support

CSLRCD will lead the development of permitting packages once 65% designs are complete. The Consultant will assist CSLRCD staff as needed in this task, on a Time and Materials basis.

### **Schedule**

The assessment must adhere to a tight schedule with specified deadlines for each task and corresponding deliverables. It is expected that the project will begin in March of 2024 and be completed by October 2025.

Task	Schedule	Deliverables
1. Project Administration	Mar 2024 - Oct 31, 2025	Quarterly invoices
2. TAC/CSG Facilitation	Jun 2024 - Oct 31, 2025	Existing Conditions Summary Memo
3. Assessment	Mar - Sep 2024	Draft Existing Conditions Report Final Existing Conditions Report
4. Conceptual Designs	Sep 2024 - Mar 2025	Conceptual Design Alternative Report
5. Alternative Selection/ Design Development	Mar - Aug 2025	65% designs and Basis of Design Report.
6. Environmental Review	Mar - Aug 2025	Final CEQA documentation
7. Permitting Support	Jul - Oct 2025	Permit support as needed

### III. Proposal

The written proposal should include the following items:

- ✓ Cover letter highlighting project understanding and team composition, identifying the project manager with contact information (phone and email address);
- ✓ Team’s qualifications and staff rate sheets: summarize the skills and experience directly related to the scope of work.
- ✓ Technical scope of work: present the approach with deliverables (See Section II).
- ✓ Project schedule with milestones and proposed products/deliverables.
- ✓ Professional references: include a minimum of three (3) references for the project manager. For each reference, include the items A thru E listed below:
  - A. Project name
  - B. Nature of the work performed
  - C. Level of responsibility
  - D. Time span (start and end of project assignment)
  - E. Name of agency/client’s contact person with current phone number and email
- ✓ Project budget– Using the Budget Table provided in Exhibit A ([downloaded separately as an excel file from CSLRCD website](#)), break out **estimated** budget by task and subtask. Modify table as needed to include multiple staff or subcontractors.
- ✓ Proof of Insurance coverage, See exhibit D

Proposals should be as concise as possible and not exceed 20 pages. All proposals must be emailed to [hrichard@coastalrcd.org](mailto:hrichard@coastalrcd.org) by 5:00 pm (PST) on Monday February 12th, 2024.

## Requests for Information

CSLRCD will respond to requests for information (RFI) as Addendum(s) to the RFP as needed, to be posted on the [CSLRCD website](#) in the same location as this solicitation or emailed directly, upon request. RFI should be directed by email to [hrichard@coastalrcd.org](mailto:hrichard@coastalrcd.org) by 5:00 pm (PST) on Monday, January 22nd, 2024. No verbal requests will be accepted.

Final responses to RFIs will be posted by Friday, January 26th, 2024.

## Evaluation of Bids

The CSLRCD will accept the proposal which is of the greatest advantage to the project and the CSLRCD. The CSLRCD has the right to reject any and all proposals and add alternates. The Bid Evaluation Form (Exhibit B) lists the objective criteria that will be used to evaluate all bid proposals. The CSLRCD is not required to accept the lowest bid. District staff will award the contract to the lowest responsive and responsible party - per CSLRCD Purchasing and Bidding Policy.

## Contract Date

A contract shall be formed no later than **February 26th, 2024**. The successful bidder shall provide the required insurance by this date.

Procurement Timeline - 2024	
RFP Release	January 10th
Deadline for submission of RFI	January 22nd
Responses to RFI posted	January 26th
<b>Proposal submission Deadline</b>	<b>February 12th</b>
CSLRCD Bid Review and Selection	February 13th-16th
Contract Awarded/ Notice to Proceed	February 26th

## IV. Contract and Payment

A contract will be awarded to the successful bidder for all work described in the Scope of Work above.

### Funding

This project is funded by a grant from the SCC through the State Greenhouse Gas Reduction Fund. The consultant will be paid for its actual time and expenses up to the amount provided for each task in the final project budget. Billing rates should be guaranteed for the life of the contract. The CSLRCD submits invoices for this grant on a quarterly basis and will reimburse Consultant within 30 days after CSLRCD has received payment from funding agency. Invoices may be submitted for payment in accordance with the provisions described in 4. Billing/Payment of the attached Sample Contract (Exhibit C). Payment policy and instructions for consultants are attached hereto as Billing and Instructions for Consultants (Exhibit E)

## EXHIBIT B

### Bid Evaluation Form

Floodplain Resilience Assessment and Design  
for the Lower Chorro Creek Watershed

Coastal San Luis Resource Conservation District

(NOTE: This is provided in the bid packet as an example to show bidders how bids will be scored. Please do not fill out – it will be completed by CSLRCD staff)

Consultant name: \_\_\_\_\_

#	Category	Score
1	Experience by the project team with similar Climate Resiliency Assessments (25 points)	
2	Approach: Technical and Innovative (25 points)	
3	Project understanding (20 points)	
4	Proposal: Completeness, clarity, quality (15)	
5	Low bid (15 points)	
<b>Total Score</b>		

## EXHIBIT C

**SAMPLE CONTRACT**

**Agreement between the Coastal San Luis Resource Conservation District (“CSLRCD”) and  
\_\_\_\_\_ (“Consultant”)**

***[List the Funding Grant Agency, Agreement # and Project]***

**Dated \_\_\_\_\_, 20\_\_**

- 1. RETENTION OF SERVICES:** CSLRCD hereby engages Consultant and Consultant hereby agrees to perform for CSLRCD the services set forth herein for the compensation set forth herein, all pursuant to the terms and conditions in this Agreement.
- 2. SCOPE OF WORK:** Consultant shall provide to CSLRCD the services described in “Exhibit A” of this Agreement, subject only to amendment by mutual written agreement of the parties. Consultant shall prepare a schedule, task and project budget for approval by the CSLRCD prior to the start of work. Consultant shall notify CSLRCD, in advance and in writing, of the need for additional services outside the scope of work, and include the need, cost and the estimated time required to perform additional service. Consultant must receive written approval from CSLRCD prior to the start of any additional work.
- 3. TERM OF AGREEMENT:** This Agreement will become effective on \_\_\_\_\_ and will terminate in accordance with the provisions of this Agreement.
- 4. BILLINGS/PAYMENT:**
  - A. For services described in the scope of work (Exhibit A), Consultant shall be compensated a total fee not to exceed \$\_\_\_\_\_, Consultant understands that this project is tied to a (list Funding Agencies) grant contract.
  - B. This is a lump sum contract. CSLRCD and Consultant agree that if additional services are needed, a mutually agreeable change order to this contract will be prepared.
  - C. Payment in full shall be made to Consultant upon completion, final inspection of all project work and submission of a final invoice with receipts; or, progressive invoices may be submitted no more frequently than monthly and no less frequently than quarterly. Each invoice should be clearly labeled with the **Project Name** \_\_\_\_\_ **and Task** \_\_\_\_\_.
  - D. Compensation shall be paid to Consultant within 30 days after CSLRCD has received payment from funding agency.

Invoice Approval: Jennifer Szeliga, 772-4391, [jszeliga@coastalrcd.org](mailto:jszeliga@coastalrcd.org)

Payment Processor: Shelly Rachels, 772-4391, [cslrcd@coastalrcd.org](mailto:cslrcd@coastalrcd.org)

From time to time the payment of fees to Consultant by CSLRCD under this Agreement may be subject to change. Any such change or modification shall be in writing and signed by both parties.

**5. INSURANCE REQUIREMENTS:** Consultant agrees to have and maintain the policies set forth in Appendix A entitled “INSURANCE REQUIREMENTS,” which is attached hereto and incorporated herein. All policies,



endorsements, certificates, and/or binders shall be subject to approval by CSLRCD as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the CSLRCD. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

**6. OBLIGATIONS OF Consultant:** The Consultant shall perform this work as an independent Consultant with exclusive control of the manner and means of performing the work agreed upon at the beginning of each project. Consultant agrees to provide his/her own tools, equipment and any other items necessary for the performance of the services specified. Consultant shall also be responsible for all costs and expenses incident to the performance of services for CSLRCD, including but not limited to, all costs of equipment, all fees, fines, licenses, bonds, or taxes required or imposed against Consultant's cost of doing business. CSLRCD shall be responsible for no expenses incurred by the Consultant in performing services for the CSLRCD, unless otherwise specified in this Agreement.

At Consultant's own expense, Consultant may employ assistants as is deemed necessary. CSLRCD may not control, direct or supervise Consultant's assistants or employees in performing services. Consultant assumes full and sole responsibility for the payment of all compensation and expenses for him/herself and any assistants, including but not limited to all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

Consultant has no authority to act or make any agreement or representations on behalf of the CSLRCD or the applicant. All work performed by the Consultant shall be performed in accordance with sound and generally accepted professional practices, industry standards applicable for comparable projects and USDA's Natural Resources Conservation Services (NRCS) conservation practices.

Neither this Agreement, nor any duties or obligations under this Agreement, may be assigned by Consultant without the prior written consent of the CSLRCD.

**7. TERMINATION OF SERVICE:** This Agreement may be modified by agreement of both parties, or terminated by either party at any time upon 15 days written notice given to the other party. In the event of termination of this Agreement, Consultant shall be entitled only to any fees due for services rendered to the reasonable satisfaction of the CSLRCD through the last day of active work.

This agreement shall terminate immediately upon loss or expiration of any license(s) required by Consultant to perform the duties described in this Agreement, or upon loss or expiration by Consultant of any insurance required to be maintained by law and per this Agreement, including but not limited to workers' compensation insurance.

This agreement shall terminate immediately on the sale of Consultant's business, bankruptcy, or any other assignment of the duties, rights or obligations of Consultant under this Agreement without the prior express written consent of the CSLRCD.

**8. NOTICES:** All notices, requests, demands and other communication hereunder shall be delivered personally, or sent by registered mail (postage pre-paid), and addressed to each of the parties as follows:

Coastal San Luis Resource Conservation District  
1203 Main St., Suite B  
Morro Bay, CA 93442  
Attn: **Hallie Richard**

**[Consultant ADDRESS & CONTACT]**

**9. INDEMNIFICATION:** Consultant shall hold harmless, defend, and indemnify CSLRCD and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the CSLRCD.

**10. ATTORNEYS FEES:** In the event suit is brought, or an attorney is retained by either party to this Agreement to enforce the terms of this Agreement, to collect any money hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, as determined by an arbitrator, mediator or the court, arbitration, mediation or courts costs, costs of investigation and other related expenses incurred in connection therewith.

**11. NONDISCRIMINATION AND COMPLIANCE WITH LAWS:** Consultant shall comply with all applicable federal, state, and local laws, rules and regulation in regard to non-discrimination. Consultant agrees not to unlawfully discriminate, harass or to allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, ancestry age, marital status, physical disability, mental disability, medical condition, national origin and denial of family care leave.

**12. GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California and is entered into in the County of San Luis Obispo.

**13. ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties relating to the project and provision of services to the project. This Agreement supersedes all previous contracts and agreements and constitutes the entire understanding of the parties thereto.

**14. SEVERABILITY:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**15. WAIVER:** CSLRCD's waiver of any term, condition, or covenant, or breach of any term, condition or covenant shall not constitute a waiver of any other term, condition or covenant, or the breach of any other term, condition, or covenant.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove set forth.

**Consultant:**

\_\_\_\_\_  
Signature Date

**CSLRCD:**

Project Manager

\_\_\_\_\_  
Signature Date

Executive Director

\_\_\_\_\_  
Signature Date

## EXHIBIT D

### Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the Consultant, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** covering any auto used, including owned, non-owned, or hired, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the CSLRCD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CSLRCD.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### ***Additional Insured Status***

The CSLRCD, its officers, officials, State of CA, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

##### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary and noncontributory** and at least as broad as ISO CG 20 01 04 13 as respects the CSLRCD, its officers, officials, State of CA, employees, and volunteers. Any insurance or self-insurance maintained by the CSLRCD, its officers, officials, State of CA, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

##### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage and shall not be canceled, except with notice to the CSLRCD.

***Waiver of Subrogation***

Consultant hereby grants to CSLRCD a waiver of any right to subrogation which any insurer of said Consultant may acquire against the CSLRCD by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CSLRCD has received a waiver of subrogation endorsement from the insurer.

***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of B+:VII or better, unless otherwise acceptable to the CSLRCD.

***Verification of Coverage***

Consultant shall furnish the CSLRCD with original certificates evidencing the issuance of insurance containing the coverages required herein. All certificates are to be received and approved by the CSLRCD a minimum of five (5) business days before work commences. However, failure to obtain the required certificates prior to the work beginning shall not waive the Consultant's obligation to provide them. The CSLRCD reserves the right to require complete, certified copies of all required insurance policies at any time. The CSLRCD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurer shall include on the certificate the description of the project: **CA State Coastal Conservancy, Agreement no. 23-048, Chorro Creek Floodplain Resilience Planning Project**

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the CSLRCD is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

The CSLRCD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## EXHIBIT E

### Billing Instructions for Consultants

#### Process and timing

Invoices will be reviewed by CSLRCD staff before submission to grant funders. Invoices will be paid upon receipt of funds from the grantor, a process that may take up to 60-120 days from the time of submission to the grantor by the CSLRCD.

#### Invoice format

In order to be paid promptly, your billing should include these elements:

**Name:** Please list your legal business name.

**Tax ID #**

**Address:** Please use the address where you want your check to be mailed.

**Phone or email contact info**

**Invoice date:** Use the date on which your invoice was written.

**Billing period:** Include a start and end date for the period of services provided.

**Contract ID and job name:** As listed on the contract.

**Task:** If your contract or work order shows that you will be performing more than one task specified in the budget, please break down the charges on your invoice by task.

**Description:** Provide a thorough but concise description of all work included on the invoice. Include a breakdown of equipment and labor rates, hours and dates worked, materials, sub consultants and other costs.

Electronic invoice submissions are preferred. Please send invoices to:

[slrcd@coastalrcd.org](mailto:slrcd@coastalrcd.org)

You can also mail your invoice to:

Coastal San Luis Resource Conservation District  
1203 Main St., Ste. B  
Morro Bay, CA 93442  
Attn: Shelly Rachels